



Terms of Approval

Case Manager Services

Lifetime Care and Support Authority
(Lifetime Care)

Name of case manager:

Name of manager and the Department of Health work unit:

For case managers employed by the Department of Health

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KEY DETAILS

1 **Commencement
Date**

2 **Parties**

Lifetime Care

Name

Lifetime Care and Support Authority, a statutory corporation that is a NSW Government agency constituted by section 33 of the *Motor Accidents (Lifetime Care and Support) Act 2006*

ABN

85 084 267 228

Address

Level 15, 321 Kent St, Sydney NSW 2000

Lifetime Care
Representative
Email

casemanagement@icare.nsw.gov.au

You

Name of case
manager

Address

Attention
Email

3 **Term**

A period of 3 years from the Commencement Date

BACKGROUND

- A The Lifetime Care and Support Scheme (***Scheme***) is established under the *Motor Accidents (Lifetime Care and Support Act) 2006* (NSW) (***Act***), for the provision of lifetime care and support to eligible participants, being persons who have been injured in a motor accident. Insurance and Care NSW (***icare***) provides services to Lifetime Care in accordance with the *State Insurance and Care Governance Act 2015* (NSW).
- B Lifetime Care is established as a statutory corporation under the Act and has a number of functions, including paying for all of the reasonable expenses incurred by or on behalf of a person in relation to the assessed treatment and care needs of the person while the person is a participant in the Scheme.
- C Treatment and care needs of participants in the Scheme typically include the Services. You agree to provide the Services in accordance with these Terms of Approval.
- D Lifetime Care recognises that not all clauses within the Terms can be signed by an individual employed by a government department or program. Case managers employed by NSW Health are therefore required to have their manager co-sign the Terms.

TERMS

1 Interpretation

1.1 Definitions

Unless a contrary intention is indicated, the terms used in these Terms of Approval are to be interpreted throughout in the same manner, and expressions will have the following meanings:

Act means the *Motor Accidents (Lifetime Care and Support) Act 2006*.

Authority means a statutory authority, statutory corporation, government or semi-government body.

Commencement Date means the date specified in the Key Details.

Confidential Information means information that:

- (a) is by its nature confidential;
- (b) is designated as confidential;
- (c) the recipient knows or ought to know is confidential,

and includes Personal Information, but does not include information which:

- (d) is or becomes public knowledge other than by breach of these Terms of Approval or any other confidentiality obligations; or
- (e) has been independently developed or acquired by the recipient as established by written evidence.

GST means a goods and services tax and has the same meaning as in the GST Law.

GST Law means any law imposing a GST and includes *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or if that Act does not exist, means any Act imposing, or relating, to a GST and any regulation based on those Acts.

Lifetime Care's Representative means the person specified in the Key Details or otherwise notified by Lifetime Care to you.

Key Details means the section of these Terms of Approval headed Key Details.

icare means Insurance and Care NSW, a NSW Government agency that provides services to Lifetime Care in accordance with section 10 of the *State Insurance and Care Governance Act 2015* (NSW).

Law means any statutes, regulations, ordinances, by-laws, orders, awards, proclamations and any enforceable policy of an Authority, certificates, licences, consents, permits, approvals and requirements of Authorities (including Lifetime Care in its capacity as an Authority), applicable codes of practice, applicable standards, obligations under the common law and in equity as well as any fees and charges payable in connection with any of the foregoing.

Lifetime Care means the Lifetime Care and Support Authority, as specified in the Key Details.

Working With Children Check means a Working With Children Check issued by the NSW Office of the Children's Guardian or relevant Authority in another state or territory.

Party means a party specified in the Key Details.

Participant means a participant that has been accepted as provided by the Act as a participant in the Lifetime Care and Support Scheme (either as a lifetime participant or as an interim participant).

Personal Information means personal information under the *Privacy and Personal Information Protection Act 1998* and includes health information under the *Health Records and Information Privacy Act 2002*.

Personnel means employees, officers, agents and subcontractors of Lifetime Care.

Service Provider Quality Assurance Procedure means the Provider Management Procedure and the Provider Monitoring Procedure attached at Schedule 4.

Service Standards means the document entitled "Case Manager Expectations" attached at Schedule 3.

Services means the services set out in Schedule 1.

Tax Invoice means a tax invoice for the purposes of the GST Law.

Term means the term specified in the Key Details.

Terms of Approval means these terms and conditions including the Schedules and any attachments.

2 Term

These Terms of Approval will commence on the Commencement Date and, unless terminated earlier, will remain in force for 3 years.

3 Services

3.1 Services

- (a) Lifetime Care may request, either directly or via your manager, that Services be provided by you in respect of a Participant at any time during the Term.
- (b) Subject to clause 3.4(b), where Lifetime Care makes a request for Services to be provided and you or your manager accept that request, you will provide the Services described in Schedule 1 to these Terms of Approval.
- (c) You acknowledge and agree that Lifetime Care makes no guarantee or representation in respect of the allocation of work to you.

3.2 Your obligations

You must:

- (a) personally provide the Services in a timely manner using the skill and care of a diligent service provider and at all times in accordance with good industry practice, unless another person is approved by Lifetime Care to cover a period of your leave;
- (b) as soon as practicable after becoming aware of any matter which is likely to delay provision or completion of the Services, give written notice to Lifetime Care detailing the circumstances and likely extent of the change or delay so that Lifetime Care can decide what action to take under these Terms of Approval or otherwise;
- (c) comply at all times with work health and safety laws, policies, procedures and programs of Lifetime Care and icare, as well as your employer;
- (d) if working with children and where required by law, have a current Working With Children Check and not be the subject of an adverse finding with respect to such a check. Where you are the subject of an adverse finding in relation to a Working With Children Check, Lifetime Care will cease requesting Services from you that require such a check to be held;
- (e) comply with all reasonable directions of Lifetime Care in relation to the Services;
- (f) attend any mandatory skills development or training courses as may be directed by Lifetime Care;

- (g) notify Lifetime Care if you are the subject of a complaint to the Health Care Complaints Commission or of any registration or professional body within 1 Working Day of being notified of such complaint;
- (h) participate in any mentoring program provided by another Lifetime Care approved case manager, or similar program provided by your place of work;
- (i) perform the Services in a manner that will not damage the brand or reputation of Lifetime Care; and
- (j) take all reasonable steps to ensure that no injury or damage is caused to persons or to property arising out of or in connection with the performance of these Terms of Approval by you.

3.3 Representations and warranties

You represent and warrant that:

- (a) you have full capacity and authority to enter into these Terms of Approval and perform the Services;
- (b) you have the requisite skills, experience and ability to perform the Services and acknowledge and agree that Lifetime Care relies upon your skill and knowledge in providing the Services;
- (c) in addition to any mandatory skills development or training courses that you are required to attend by Lifetime Care, you will undertake ongoing professional development and keep abreast of developments in relevant health assessment and disability sector areas related to the Services provided to Participants;
- (d) to the best of your knowledge, no conflict of interest of the Service exists, and that if a conflict of interest arises, you will respond to, and manage, the conflict of interest to Lifetime Care's satisfaction within the time period specified by Lifetime Care in writing;
- (e) you will perform your obligations under these Terms of Approval in accordance with, and will at all times comply with, all applicable Laws; and
- (f) you have conducted your own analysis and review of the information provided by Lifetime Care in relation to these Terms of Approval and have satisfied yourself as to the accuracy and completeness and fitness for purpose of all information provided by Lifetime Care on which you place reliance.

3.4 Conflicts of Interest

- (a) You must ensure that no conflict of interest exists or is likely to arise in undertaking the Services.
- (b) You must not accept a referral from Lifetime Care with respect to a participant with whom you have, or could be perceived to have, a conflict of interest.
- (c) Where a real or perceived conflict of interest exists in relation to a Participant to whom you are providing Services, you must notify Lifetime Care as soon as reasonably practicable, and where possible and in

consultation with Lifetime Care, arrange for the Services to be provided by another appropriate person.

3.5 Service Standards

- (a) You must comply with the Service Standards as amended by Lifetime Care from time to time. Lifetime Care will make any amendments to the Service Standards available on its website.
- (b) You acknowledge and agree that:
 - (i) Lifetime Care will monitor your performance in accordance with the Service Standards;
 - (ii) where Lifetime Care has concerns or identifies issues with your performance, Lifetime Care will notify you of those concerns or issues;
 - (iii) where Lifetime Care identifies significant or on-going issues with your performance, Lifetime Care will notify your manager of those issues; and
 - (iv) where you have failed to address Lifetime Care's concerns with your performance, Lifetime Care may terminate these Terms of Approval in accordance with clause 6.2(a)(iii).
- (c) Where Lifetime Care ceases to refer Services to you or terminates these Terms of Approval in accordance with clause 3.5(b)(iv) above, you may appeal this decision in accordance with Lifetime Care's Service Provider Quality Assurance Procedure (ref Schedule 4).

4 Contract Administration

4.1 Record keeping

In respect of each participant you provide the Services to, you or your manager must safely and securely store true and accurate accounts and records of:

- (a) the Services performed under these Terms of Approval; and
- (b) all associated accounts and records including all supporting materials used to generate and substantiate invoices submitted in respect of Services,

for a period of seven years after you cease providing the Services to the relevant Participant.

4.2 Variation of these Terms of Approval

Any variation or amendment to these Terms of Approval must be in writing and agreed by both parties.

5 Dealing with Information

5.1 Disclosure of information

- (a) Subject to this clause, you must not, without the prior written approval of Lifetime Care, make public or disclose to any person other than Lifetime Care, any of Lifetime Care's Confidential Information. If Lifetime Care gives written approval to you to make public or disclose Confidential Information, Lifetime Care may impose such terms and conditions as it considers appropriate.
- (b) You may disclose Confidential Information:
 - (i) to the extent required by Law or by a lawful requirement of any government or governmental body, Authority or agency having authority over the first mentioned party; or
 - (ii) if required in connection with legal proceedings,but in each case, subject to Lifetime Care giving you sufficient notice of any proposed disclosure to enable Lifetime Care to seek a protective order or other remedy to prevent the disclosure.
- (c) Lifetime Care reserves the right to disclose any information relating to or concerning these Terms of Approval to the Minister responsible for Lifetime Care and to government departments and authorities or any body corporate established by legislation, if necessary.
- (d) This clause will survive the expiration or termination of these Terms of Approval.

5.2 Compliance with Privacy Laws

- (a) You must comply with:
 - (i) all relevant privacy and data protection legislation applicable in NSW, in particular the *Privacy and Personal Information Protection Act 1998* (NSW) and the *Health Records and Information Privacy Act 2002* (NSW) (the **State Privacy Laws**);
 - (ii) cabinet administrative instructions or NSW government standards relating to Personal Information,in connection with the performance of these Terms of Approval.
- (b) In addition to any obligations you have under clause 5.2(a), you must:
 - (i) take all reasonable measures to ensure that such information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;
 - (ii) not transfer such information outside New South Wales, or allow parties outside New South Wales to have access to it, without the prior approval of Lifetime Care, unless the Services are being provided to a Participant who resides outside of New South Wales;

- (iii) immediately notify Lifetime Care when you become aware of a breach of any obligation concerning security, use and disclosure of Personal Information; and
 - (iv) notify Lifetime Care of, and co-operate with Lifetime Care in the resolution of, any complaint alleging an interference with privacy.
- (c) This clause will survive the expiration or termination of these Terms of Approval.

6 Termination

6.1 Termination for Convenience

- (a) Lifetime Care may, at any time terminate these Terms of Approval for convenience, by giving 7 days' notice in writing to you, such termination being effective upon expiry of this 7 day period.
- (b) You may terminate these Terms of Approval for convenience, by giving 28 days' notice in writing to Lifetime Care, such termination being effective upon expiry of this 28 day period.
- (c) Where your employment with the NSW Government agency you are employed by at the time of signing these Terms of Approval is terminated, these Terms of Approval are deemed to have been terminated for convenience by you. If you wish to remain an approved provider under these Terms of Approval with Lifetime Care, you must sign a new agreement as a private practitioner.

6.2 Termination for Cause

- (a) Lifetime Care may, by notice in writing to you, immediately terminate these Terms of Approval if you:
 - (i) commit a material breach of these Terms of Approval which, in Lifetime Care's opinion, is not capable of being remedied;
 - (ii) fail to remedy a material breach which, in Lifetime Care's opinion is capable of being remedied, within 7 days of receiving notice from Lifetime Care requiring it to remedy that breach, or such longer period as Lifetime Care may reasonably allow having regard to the nature of the breach and a reasonable time to remedy it;
 - (iii) are the subject of an adverse finding of a criminal record check or are convicted of a criminal offence;
 - (iv) fail to address the concerns raised by Lifetime Care in relation to your performance in accordance with clause 3.5 (b)(iv)
 - (v) engage in conduct that is corrupt or is the subject of proceedings or investigations commenced or threatened by the Independent Commission Against Corruption, the police service or similar public body.

- (b) For the purposes of the termination provisions in these Terms of Approval, you acknowledge that a series of minor breaches may constitute a “material breach”.

6.3 Consequences of Termination

- (a) The covenants, conditions and provisions of these Terms of Approval, which are capable of having effect after the expiration of these Terms of Approval shall remain in full force and effect following the expiration or termination of these Terms of Approval.

7 General

7.1 Negation of Employment Partnership and Agency

- (a) You must not represent yourself as being an employee, partner or agent of Lifetime Care.
- (b) You will not by virtue of these Terms of Approval be, or for any purpose be deemed to be, an employee, partner or agent of Lifetime Care.
- (c) You must not act outside the scope of the authority conferred on you by these Terms of Approval and must not purport to bind Lifetime Care in any way or hold itself out as having any authority to do so, except as specifically authorised pursuant to these Terms of Approval.
- (d) Lifetime Care entitles you to make reference to being an approved provider for Lifetime Care (or **icare lifetime care**) for the Services the subject of these Terms of Approval in correspondence. You must remove any such reference upon termination of these Terms of Approval.

7.2 Applicable Law

These Terms of Approval are governed by the laws for the time being in force in New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.

7.3 Notices

A notice required or permitted to be given by one Party to another under these Terms of Approval must be in writing.

7.4 Counterparts

These Terms of Approval may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

ACKNOWLEDGEMENT AND ACCEPTANCE

Signed by Lifetime Care and Support Authority (ABN 85 084 267 228) by its duly authorised representative:

Signature

Name

Date

Acknowledgement and acceptance

I acknowledge and accept the terms and conditions of my approval as a case manager for the Lifetime Care and Support Authority as set out in these Terms of Approval.

Signature

Name

Date

Employer acknowledgement and acceptance

I acknowledgement and accept the terms and conditions of the above-signed delivering case management services for the Lifetime Care and Support Authority as set out in these Terms of Approval.

Signature

Name

Position

Date
