

## The NDIS and this Service Agreement

This Service Agreement is made for providing plan management services under the Participant's National Disability Insurance Scheme (NDIS) plan. The Parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to:

- support the independence and social and economic participation of people with disability, and
- enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

## Supports Provided and Fees

Plan management services will be provided under the current fees. These fees may vary in line with your plan or the NDIS annual price increase.

- A one off setting up of the financial management arrangements for managing of funding of supports – \$232.35.
- A monthly fee for the ongoing maintenance of the financial management arrangement for managing of funding of supports – \$104.45 per month.
- All invoices will be uploaded to the NDIS portal within 5 business days. Payment will be made via electronic transfer within 2 business days of receipt from NDIA.
- Most supports provided under the NDIS will be GST free. However, some types of support will include GST. It is the responsibility of the Plan Manager to check the GST status of supports provided on invoices.
- The Plan Manager will only pay for NDIS supports on a Participant's behalf up to the unit price as prescribed in the relevant NDIS price guide.
- The Plan Manager will have no involvement or liability for charges above the unit price as prescribed in the relevant NDIS price guide.
- The 'gap' difference between the charge and the NDIS unit price for supports purchased are the responsibility of the Participant to pay to the provider directly.
- Service bookings will be created for the entire value of the Plan Managed support budget categories through the NDIS provider portal.

Upon acceptance of Plan Management services the Participant agrees to:

- permit access to the Plan Manager to view their individual NDIS plan via the NDIS Provider Portal; and
- the Plan Manager sharing funding information with relevant Providers.

## Purchase of Equipment or Consumables

If the Participant directs the Plan Manager to pay for equipment or consumables through their NDIS plan, all items purchased will be the sole property of the Participant. All such equipment or consumables paid for through NDIS Plan Management are the sole responsibility of the Participant for whom the purchase was made. It is the Participant's obligation to ensure that equipment and consumables purchased through their NDIS plan are used according to the manufacturer's safety guidelines and it is the Participant's obligation to ensure that equipment is properly maintained according to manufacturer's guidelines and replaced at the end of its useful life.

## Schedule of Supports

The Provider agrees to provide the Participant with plan management services as detailed above for the above stated period.

## Collecting Personal Information

In signing this agreement, the Participant consents to the Provider / Plan Manager:

- collecting personal information about the Participant for the primary purpose of providing Plan Management services, including collecting such information from third parties where it is unreasonable or impracticable for the Plan Manager to collect it from the Participant;
- using and disclosing the Participant's personal information for the following purposes:
  - administration and operations such as accounting, risk management, record keeping, statistical analysis, planning systems development, testing, staff training and assessing and monitoring the use and performance via internal and external audits;
  - other purposes as may be permitted or required under the NDIS Practise Standards.

The Participant's personal information:

- may be required by employees, related bodies corporate, agents, contractors, service providers, health providers, financial institutions, payment system operators, persons acting on the Participant's behalf, regulatory bodies, law enforcement agencies and government agencies;
- will be stored on the Plan Manager's secure cloud-based CRM (Client Management System) which is able to be accessed by the Participant or by contacting the Plan Manager.
- will be collected and used in accordance with the Plan Manager's Privacy Policy & Procedures and Information Management Policy & Procedures which are available upon request at any time.

## Responsibilities of the Plan Manager

The Plan Manager agrees to:

- provide services as described above in accordance with the NDIS rules and laws;
- be open and honest about the work that they do and explain things clearly, treating the Participant or Participant's Representative with respect;
- store personal and financial information carefully and ensure it is kept private;
- ensure communication with each Participant about the provision of supports is responsive to their needs and is provided in the language, mode of communication and terms that the Participant is most likely to understand; and
- address complaints and resolve problems in a timely and professional manner.

## Responsibilities of the Participant

The Participant / Participant's representative:

- must inform the Plan Manager if your NDIS plan changes, is replaced by a new one or if you stop using the NDIS; and
- must inform the Plan Manager straight away in writing if they wish to end this agreement.

## Ending this Service Agreement

Should either Party wish to end this Service Agreement they must give 14 days' written notice. If either Party seriously breaches this Service Agreement the requirement of notice will be waived.

## Feedback, Complaints and Disputes

The Plan Manager welcomes your feedback to ensure any concerns are addressed and to continually improve the level of customer satisfaction. You can contact Karen Gifford on **0411 575 036** or via email [karen@shoalhavenplanmanagement.com.au](mailto:karen@shoalhavenplanmanagement.com.au). If your complaint or dispute is not resolved to your satisfaction you can contact the NDIS Quality and Safeguards Commission by calling **1800 035 544**, visiting one of their offices in person, or for further information go to <https://www.ndiscommission.gov.au>.