

Service Agreement for Plan Management Services

Parties:

This Service Agreement (**Agreement**) is between National Disability Support Partners ABN 24 619 787 692 (**NDSP**), and the Client as defined below (who is a NDIS participant and is aged 18 or above). National Disability Support Partners are part of the My Plan Manager Group ABN 35 634 629 280.

An Authorised Representative (who is a person who is recognised as such by the National Disability Insurance Agency (**NDIA**) or that has otherwise been legally appointed to act on behalf of the Client) may execute this Agreement on behalf of the Client, in which case the Terms and Conditions below will also apply to the Authorised Representative.

The purpose of this Agreement is to set out the terms and conditions in respect of which NDSP will provide the Client/Authorised Representative with management of funding for supports in respect of the Client’s NDIS Plan.

This Agreement will be in effect from the date the Client or Authorised Representative signs this Agreement below, or accepts the Agreement on-line, and will continue for the duration of the Client’s association with NDSP until either party terminates this Agreement in accordance with clause 8 of the Terms and Conditions of this Agreement.

Participant Information

| | | | |
|------------------------------|-----------------------|---------------|----------|
| NDIS Participant’s Full Name | | | |
| | First Name | Middle Name | Surname |
| NDIS Number | | Date of Birth | |
| Initial NDIS Plan Dates | From: _____ to: _____ | | |
| Contact Number | | | |
| Email Address | | | |
| NDIS Participant’s Address | | | |
| | | State | Postcode |

Authorised Representative (if client is not primary decision maker)

Must be a person recognised by the NDIA as a substitute decision maker or nominee.

| | | | |
|-----------|------------|-------------|---------|
| Full Name | | | |
| | First Name | Middle Name | Surname |

| | | | |
|---|---|---|--|
| Relationship with Participant (As recognised by the NDIA) | A family member recognised by the NDIA as a Plan Nominee <input type="checkbox"/> | A person appointed by the NDIA as a Plan Nominee <input type="checkbox"/> | Third-Party legally appointed guardian/other* <input type="checkbox"/> |
| | <i>(Please Note: NDSP reserves the right to confirm the information provided above with the NDIA)</i> | | |
| Contact Number | | | |
| Email Address | | | |
| Address of Authorised Representative | | | |
| *Circumstances of appointment (please provide supporting documents) | | | |

Note: The Authorised Representative must **NOT** be a person who has a financial interest in the operation of this Agreement, a Service Provider or a Support Co-Ordinator unless specifically appointed by a Public Trustee or equivalent body for the purposes of this Agreement.

Alternative Contact Person (if applicable)

| | | | |
|--|------------------------------|-------------|--------------------------|
| Full Name | | | |
| | First Name | Middle Name | Surname |
| Contact Number | | | |
| Email Address | | | |
| Relationship with client | | | |
| Allow Access to on-line Nappa portal (“read only”) | Yes <input type="checkbox"/> | No | <input type="checkbox"/> |

NDSP can be contacted on:

| | |
|---------------------------|--|
| Phone: | 1800 63 63 77 |
| Email Address: | info@ndsp.com.au |
| NDSP Head Office Address: | 48 Greenhill Rd, Wayville, South Australia, 5034 |

Please ensure that you read all the pages of this Agreement (including **Annexure A** and **Annexure B**), provide all relevant details above, and complete and sign the “Acceptance of this Service Agreement” below on page 6. Please return the signed Agreement via email to: info@ndsp.com.au

After submission of this signed Agreement to the above email address, a NDSP staff member will contact you regarding the completion of the sign-up process.

TERMS AND CONDITIONS

1. Schedule of Supports

- 1.1. Provided that NDIS funds are available for NDSP to access on the NDIA portal relevant to the Client, NDSP agrees to provide the supports to the Client as set out in **Annexure B** below.
- 1.2. The prices set out in **Annexure B** are GST inclusive (if GST applies) and include the fees for providing the stated supports. The fees will be automatically updated from time-to-time in line with changes to the NDIA Price Limits and/or other documents or publications issued by the NDIA from time-to-time.

2. Your Responsibilities

By entering into this Agreement, the Client/Authorised Representative agrees to:

- 2.1. Treat NDSP staff with courtesy and respect.
- 2.2. Advise NDSP of preferred contact methods.
- 2.3. Ensure that any funds received from the NDIA are used to assist you to achieve your NDIS Plan goals and are spent in accordance with your NDIS Plan.
- 2.4. Monitor budget information made available by NDSP to reduce the risk of overspending in relation to your NDIS Plan.
- 2.5. Provide NDSP with information in a timely manner as requested in accordance with the provisions of this Agreement or as otherwise reasonably requested from time-to-time.
- 2.6. Ensure that all claims for reimbursements include evidence of payment having been made to the extent requested by NDSP and in accordance with the requirements of the NDIA, the Australian Taxation Office (**ATO**) or any other regulatory body.
- 2.7. Acknowledge that there is no contractual or inferred relationship between NDSP and any of the chosen service provider/s of the Client/Authorised Representative.
- 2.8. Not engage in conduct or knowingly provide NDSP with misleading or incorrect information which may reasonably be expected to:
 - 2.8.1. Expose NDSP to reputational, regulatory, or financial risk.
 - 2.8.2. Present a work, health and safety risk to any NDSP staff (including its contractors and agents). This extends to and covers any verbal or written abuse.
 - 2.8.3. Be contrary to NDIA rules, guidelines, legislation, relevant policies and/or any other documents or publications as may be issued by the NDIA from time-to-time.
 - 2.8.4. Be contrary to, or cause NDSP to potentially breach, the *National Disability Insurance Scheme Act 2013* (Cth) (**NDIS Act**) or any other law or regulation (including conditions which relate to the registration requirements of NDSP).
- 2.9. Refrain from engaging any in action with a view to obtaining funds from the NDIA to which you are not entitled within the meaning of section 182 of the NDIS Act.

3. Our Responsibilities

By entering into this Agreement, NDSP agrees to:

- 3.1. Treat the Client/Authorised Representative with courtesy and respect.
- 3.2. Use the Client/Authorised Representative's preferred method of communication wherever practicable.
- 3.3. Assist and support the Client/Authorised Representative to manage their NDIS funding in accordance with their NDIS Plan, the requirements of the NDIA and the ATO if requested.
- 3.4. Make budget information available by:

3.4.1. Tracking expenditure against the Client's budget by making relevant budgetary information available online via the NDSP Client portal

3.4.2. Making monthly statements available on-line to the Client/Authorised Representative.

3.5. Refer any service provider enquiries back to the Client/Authorised Representative in circumstances when permission to liaise with the service provider has been withheld by the Client/Authorised Representative.

3.6. Have mechanisms in place to manage and mitigate potential conflicts of interest.

3.7. Raise any concerning conduct or behaviour (whether by the Client/Authorised Representative, service provider or any other third-party) with the Client/Authorised Representative and seek a satisfactory solution.

4. NDSP Fees

4.1. NDSP will directly claim establishment and monthly fees against the Client's NDIS Plan from the NDIA for the provision of plan management or individual capacity building supports as set out in **Annexure B**.

5. Service Provider Claims

5.1. NDSP will submit for payment via the NDIA Portal, invoices submitted by the Client's service providers to NDSP provided such invoices meet NDIA and ATO requirements, and the services/supports relate to services or purchases made in accordance with the Client's NDIS Plan.

6. Changes to the Plan

6.1. The Client/Authorised Representative agrees to immediately notify NDSP (and in any case, within one (1) business day) and provide relevant plan details in writing if the Client's NDIS Plan is varied, extended, reassessed, or replaced, or the Client ceases to be a participant in the NDIS.

7. Liability

7.1. The Client/Authorised Representative agrees that:

7.1.1. NDSP only provides services in the nature of management of funding for supports in respect of the Client's NDIS Plan; and

7.1.2. They will not hold NDSP responsible for any loss or damage the Client/Authorised Representative suffers because of or in connection with the conduct of any other third-party (including any NDIS registered or unregistered provider) or actions taken by the NDIA against the Client/Authorised Representative.

7.2. All implied conditions, warranties and undertakings other than the statutory guarantees set out in Schedule 2 of the *Competition and Consumer Act 2010 (CCA)* are expressly excluded to the extent permitted by law.

7.3. Subject to the rights of the Client/Authorised Representative under Schedule 2 of the CCA, NDSP shall not be liable for any loss or damage of any kind whatsoever, arising from this Agreement or otherwise, including consequential loss whether suffered or incurred by the Client/Authorised Representative or another person and whether in contract, tort (including negligence), equity or otherwise.

7.4. NDSP's aggregate liability under or in connection with this Agreement (whether in contract, tort (including negligence), equity or otherwise, for breach of a statutory duty, or otherwise) will not exceed the amount of fees paid to NDSP for the provision of supports under this Agreement in the previous 12 months from the date of any alleged claim.

8. Ending this Service Agreement

- 8.1. Either Party may end this Agreement at any time by giving the other party at least twenty-eight (28) days' notice in writing, unless agreed otherwise by the parties.
- 8.2. If a Party materially breaches this Agreement, the other party may terminate this Agreement immediately by notice in writing to the other party.

9. Privacy

- 9.1. NDSP is respondent to the *Privacy Act 1988* (Cth), the Australian Privacy Principles and the NDIS Act. A copy of NDSP's Privacy and Dignity Policy is available on the NDSP website. NDSP will only collect information required for the purposes of the operation of this Agreement and our responsibilities as a plan manager.
- 9.2. By signing below, the Client/Authorised Representative authorises NDSP to collect, handle, use, disclose and otherwise deal with their personal information in accordance with the terms of NDSP's Privacy and Dignity Policy and in accordance with Australia's privacy laws and the NDIS Act.

10. Warranties and Representations

- 10.1. The Client/Authorised Representative warrants and represents that:
 - 10.1.1. All information supplied by it to NDSP under this Agreement to enable it to provide the services is accurate in all material respects.
 - 10.1.2. Before they signed this Agreement below, they obtained independent legal advice in respect of this Agreement or have had the opportunity to obtain such independent legal advice.
 - 10.1.3. They have in no way been pressured to enter into this Agreement or been the subject of any duress (in any form) which has caused them to enter into this Agreement.
 - 10.1.4. All claims which they instruct NDSP to submit on their behalf are a true reflection of goods and services provided to the Client in line with the NDIA rules, guidelines, legislation, relevant policies and/or any other documents or publications as may be issued by the NDIA from time-to-time.
- 10.2. NDSP warrants and represents that the information it provides the Client/Authorised Representative under or in connection with this Agreement is correct and current at the time the communication is made by NDSP.

11. Goods and services tax (GST)

- 11.1. For the purposes of GST legislation, the parties agree that the supports provided by NDSP in the Schedule of Supports set out in Annexure B below are a GST-free supply (unless advised otherwise by NDSP).

12. Feedback, complaints, and disputes

- 12.1. If the Client/Authorised Representative wishes to provide feedback or is not satisfied with the provision of supports and wishes to make a complaint, the Client/Authorised Representative should provide details via the NDSP website or by emailing info@ndsp.com.au or contacting NDSP on 1800 63 63 77. A copy of the NDSP Feedback and Complaints Policy is available on the NDSP website.
- 12.2. Nothing in this agreement prevents a Client/Authorised Representative from making a complaint directly to a third-party (e.g., NDIS Complaints Commission).

13. Miscellaneous

Entire Agreement

13.1. This Agreement contains the entire understanding and agreement between the parties on the subject matter of the Agreement and supersedes all prior communications.

13.2. Each party acknowledges that, except as expressly stated in this Agreement, that party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other party in relation to the subject matter of this Agreement, or otherwise.

Force Majeure

13.3. NDSP shall not be liable for delay or failure to perform its obligations under this Agreement if the cause of the delay or failure is beyond its control.

Waiver

13.4. Failure by NDSP to enforce any of the terms and conditions contained in this Agreement shall not be deemed to be a waiver of any of its rights or obligations under this Agreement.

13.5. A single or partial exercise of a power or right conferred on the party by this Agreement does not preclude a further exercise of the same or the exercise of any other power or right under this Agreement.

13.6. A waiver of a breach does not operate as a waiver of any other breach.

Severability

13.7. If any provision of this Agreement shall be invalid, void or illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected.

Variations

13.8. NDSP may vary these conditions at any time. The Client/Authorised Representative will be notified of any significant variations in writing, including via newsletter.

13.9. Any variation/s sought by the Client/Authorised Representative will only be binding upon NDSP upon NDSP agreeing to such variation/s in writing.

Assignment

13.10. The Client/Authorised Representative may not assign its rights under this Agreement without the written consent of NDSP.

13.11. NDSP may at any time assign its rights under this Agreement to a third-party by giving prior written notice to the Client/Authorised Representative ten (10) business days' prior to the proposed date of assignment.

Jurisdiction

13.12. These terms and conditions and all matters concerning the relationship between NDSP and the Client/Authorised Representative shall be governed by the law of the State of South Australia and the parties submit to the exclusive jurisdiction of the Courts of South Australia for the conduct of any litigation.

ACCEPTANCE OF THIS SERVICE AGREEMENT

This Service Agreement can only be entered into by NDSP and the Client, who is a NDIS Participant (but may be executed by an Authorised Representative of the Client on behalf of the Client).

Signed : _____

Print Name : _____

Date : _____

NOTE: If the person authorising this Agreement is not the Client or is not the same person(s) listed by the NDIA as a Plan Nominee or other appointed guardian, NDSP may decline to process a claim submitted for processing to the NDIA.

Annexure A

Reimbursements

Client/Authorised Representative bank details for reimbursement

NOTE 1: This section is **ONLY TO BE COMPLETED** if the Client/Authorised Representative intends to seek direct reimbursement for any purchases made to assist the Client to implement their NDIS Plan. Such purchases **MUST** be made in accordance with the provisions of this Agreement.

NOTE 2: To reduce the risk to Clients/Authorised Representatives, it is the policy of NDSP to recommended that Clients require their service providers to submit their claims to NDSP for processing and that Clients do not directly pay for disability related services and supports.

NOTE 3: NDSP, in its complete discretion, reserves its right to refuse to process any reimbursements by the Client/Authorised Representative and may contact a service provider to confirm payments of invoices for which reimbursements have been sought.

| | | | |
|-------------------------------|--|---------------------|--|
| Account Holder's Name: | | | |
| Account Name: | | | |
| Bank: | | Branch: | |
| BSB: | | Account No.: | |

Annexure B

Schedule of Supports

The “description of support” and “price limit” contained in the following Schedule of Supports will be varied from time-to-time in line with changes to the NDIS Pricing Arrangements and Price Limits and/or other documents or publications issued by the NDIA from time-to-time.

| Plan Management - Establishment and Monthly Fee | | |
|---|--|--|
| Support Item | Description of Support | Price Limit |
| Plan Management - Financial Administration (14_034_0127_8_3) | A monthly fee for the ongoing maintenance of the financial management arrangements for managing of funding of supports *Monthly fee may differ depending on what is included in your plan and/or your location. | \$104.45*per month Remote \$146.23* per month Very Remote \$156.67*per month |
| Plan Management and Financial Capacity Building - Set Up Costs (14_033_0127_8_3) | An establishment fee for setting up of the financial management arrangements for managing of funding of supports, as set in the plan, for the duration of the plan as specified by the NDIA. | \$232.35 set-up cost* Remote \$325.29* Very Remote \$348.54* |
| Self-Management Capacity Building (01_134_0117_8_1) | Self-Management or Preparation for Self-Management and Plan Management This support item focuses on strengthening the participants ability to undertake tasks associated with the management of their supports | \$70.87 per hour Remote \$99.22 per hour Very Remote \$106.31 per hour |
