

# **Plan Management Service Agreement**

### **Parties**

This Service Agreement is between Corcol Holdings Pty Ltd trading as **Plan Manage Assist (PMA)** (ABN 91 622 305 711) located at Suite 602,12 Mount Street, North Sydney, NSW. 2060. and the participant/nominated representative in the National Disability Insurance Scheme (NDIS) as identified in this agreement.

## The NDIS and this Service Agreement

The NDIA recommends having a written service agreement so participants are clear about what each party has agreed to.

This Service Agreement sets out how Plan Manage Assist will deliver its plan management services to you.

Upon acceptance of this Service Agreement, the Participant/nominated representative, will provide their NDIS Plan details and NDIS Number to PMA and PMA will provide our services in line with the NDIS Plan.

PMA do not require participants to fill in a new service agreement for updated NDIS Plans they receive, the service agreement will remain current until a formal notice to cease services has been provided to PMA, which you, as the participant (or participant's representative), have the right to do so at any given time.

PMA requires 30 days' notice in writing to end this Service Agreement and in the event of a serious breach of the Service Agreement by either party, the notice period of termination will be waived.

## Plan Manage Assist Responsibilities

Plan Manage Assist agrees to:

- pay supplier invoices on behalf of the participant/nominated representative.
- reconcile client balances.
- track client expenditure against budget.
- provide expenditure reports (via website portal) or on request to participant/nominated representative.
- process reimbursement claims to you (where approved to do so).
- provide our services only to the amount funded by your NDIS Plan.
- keep accurate and up to date records of all our services provided to you.
- assist participant/nominated representative with trouble shooting (if required).
- communicate openly and honestly in a timely manner and with courtesy and respect.
- protect the participant's privacy and confidential information as per **<u>PMA's Privacy</u>** <u>Policy</u>.
- provide supports in a manner consistent with all relevant laws, including the <u>National</u> <u>Disability Insurance Scheme Act 2013</u> and rules and the <u>Australian Consumer Law</u>.



### **Responsibilities of the Participant/nominated representative**

You agree to:

- inform PMA immediately if the NDIS Plan is suspended or replaced by a new NDIS Plan or you stop being a participant in the NDIS.
- only purchase supports that are reasonable and necessary outlined in your NDIS Plan and as defined by the NDIS.
- treat PMA with courtesy and respect.
- talk to PMA if you have any concerns about the service being provided.
- provide PMA with the required notice if you need to end this Service Agreement (see '*The NDIS and this Service Agreement*' *above*).

### Feedback, Complaints and Disputes

If the participant/nominated representative wishes to give PMA feedback, is not happy with the provision of supports and wishes to make a complaint, you may contact us via the following methods:

- call: 1300 199 960
- email: enquiries@planmanageassist.com.au
- mail: Suite 602,12 Mount Street, North Sydney, NSW 2060

If the complaint is not resolved to your satisfaction, the participant can contact the National Disability Insurance Agency by calling 1800 800 110, visiting one of their offices in person, or visiting <u>ndis.gov.au</u> for further information, or you may contact the NDIS Quality and Safeguards Commission on 1800 035 544 or via a complaint form on their website at <u>www.ndiscommission.gov.au</u>.



### **Payments**

- the services and their prices are set out in the current NDIS Price Guide.
- additional expenses (i.e. items/support that are not included as part of a participant's NDIS supports) are the responsibility of the (participant/nominated representative) and are not included in the cost of the supports.
- PMA will claim payment directly from the NDIA portal an agreed monthly fee for their provision of supports as agreed in the NDIS Schedule of Supports – "Improved Life Choices" (Support Category 14), upon acceptance of this service agreement. Plan Manage Assist will automatically update its fees in accordance with the NDIS Price Guide. No action will be required by you.
- by nominating PMA to provide plan management services and manage the funding, PMA will claim from the NDIA portal for funding up to the amounts specified in the support category and budget approved in the participant's current NDIS Plan.
- Plan Manage Assist will pay for Other Support Services on your behalf, as long as the support services satisfy the test for reasonable and necessary and claims for these services are supported by the NDIA; and claims for these services with the NDIA are successful.

## Goods and Services Tax (GST)

For the purposes of GST legislation, the Parties confirm that:

- a supply of supports under this Service Agreement is a supply of one or more of the reasonable and necessary supports specified in the statement included, under subsection 33(2) of the <u>National Disability Insurance Scheme Act 2013</u> (NDIS Act), in the participant's NDIS plan currently in effect under section 37 of the NDIS Act;
- the participant's NDIS plan is expected to remain in effect during the period the supports are provided; and
- the Participant/nominated representative will immediately notify Plan Manage Assist if the participant's NDIS Plan is replaced by a new plan or the participant stops being a participant in the NDIS.
- Plan Manage Assist will pay GST as per specified in National Disability Insurance Scheme Act 2013 (NDIS Act).



## **Consent to Exchange Information**

PMA will collect personal information about you and advises that by signing this services agreement you authorise PMA to use such information in the provision of such services and support.

#### PMA will ensure:

- all personal information is kept confidential and secure.
- only PMA staff or PMA controlled contractors will have access to such information.
  personal information will only be used for delivering of services outlined in this agreement.
- any exchange of information is in accordance with our privacy policy (accessible via website).

### **Provision of Information to a Third Party**

Where it is necessary for PMA to provide a third party with information about you in delivering its services, which may include circumstances covered by legislation, you agree that PMA can do so by signing this services agreement.

If you wish for your personal information to be withheld to a third party, you must advise PMA in writing separate to this this agreement. Such written confirmation will override any condition imbedded into the service agreement.

#### **Disclaimer:**

PMA provides all information in good faith and to the best of our knowledge is correct at the time of communication. However, from time-to-time changes may impact on the accuracy therefore PMA gives no assurance as to the accuracy of any information or advice given.

Any advice given by PMA outside of financial intermediary advice shall be considered general in nature. PMA shall not be liable for any failure of, or delay in the performance of this service agreement for the period that such failure or delay is;

- a. beyond the reasonable control of a party,
- b. materially affects the performance of any of its obligations under this agreement, and
- c. could not reasonably have been foreseen or provided against.

PMA Service Agreement does not negate or diminish the statutory guarantees regarding the supply of services the Participant/nominated representative receive under The Australian Consumer Law (Competition and Consumer Act 2010-Schedule2).

PMA accepts in good faith the information provided by the participant/nominated representative to be true and accurate, and that claims presented by PMA are a true reflection of goods and services provided to the participant in line with the NDIS guidelines (National Disability Insurance Scheme Act 2013).



### **Contact details**

#### The Participant who will receive the services:

NDIS Participant's Full Name	
NDIS Number	
Participants DOB	

#### The participants nominated representative:

Primary Contact Name	
Relationship to Participant	
Phone Number (home/business)	
Email	
Address	

### Support coordinator or secondary nominated representative:

Secondary Contact Name	
Relationship to Participant	
Phone Number (home/business)	
Email	

#### Plan Manage Assist contact details:

Phone	1300 199 960
Enquiries email	enquiries@planmanageassist.com.au
Accounts email	accounts@planmanageassist.com.au
Address	Suite 602,12 Mount Street, North Sydney, NSW 2060



### Agreement signatures

The parties agree to the terms and conditions of this Service Agreement.

Signature of Participant/nominated Representative

Date (dd/mm/yyyy)

Signature of Participant/nominated Representative

Date (dd/mm/yyyy)

John Collins

Signature of authorised person from Plan Manage Assist

Date (dd/mm/yyyy)

## Copy of participant's NDIS plan

<u>Please attach a copy of the Participant's approved NDIS Plan</u> with your email when submitting this form, this assists us to setup your budget correctly.