



SERVICE AGREEMENT **for Plan Management**

(Plan Management is also referred to as “Financial Intermediary” support by the NDIS)

Parties

This **Service Agreement** is for the following NDIS Participant:

| | | | | | |
|---------------------|--|----------|--|-----------|--|
| Participant's NAME: | | | | | |
| DOB (dd/mm/yyyy) | | NDIS No: | | | |
| Address: | | | | | |
| Town / Suburb: | | State: | | Postcode: | |
| Mobile: | | Home: | | | |
| Email: | | | | | |

who is a participant in the National Disability Insurance Scheme, and is made between:

_____ and _____ 101 Plan Management
(Participant / Participant's Representative / Nominee) (Provider)

This Service Agreement will commence on ___ / ___ / 20___ with services to continue indefinitely, and renew automatically, with a new plan in the future until such time as 101 Plan Management is advised in writing of not less than 28 days written notice that the Participant wishes to cease services with 101 Plan Management, or as otherwise outlined within this agreement.

The NDIS and this Service Agreement

This Service Agreement is made for the purpose of providing supports under the above Participant's National Disability Insurance Scheme (NDIS) plan.

The Participant, or Participant's Representative / Nominee, has nominated **101 Plan Management** to provide **Financial Intermediary Services** under the National Disability Insurance Scheme (NDIS).

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.

[Participant's / Participant's Representative/Nominee Initials]

Management of Participant's Funding for Supports

101 Plan Management as the Registered Plan Management Service Provider agrees to provide the Participant or their Representative/Nominee with **Financial Intermediary Services** for the period specified above.

It is important to note that:

- your NDIS Plan may be different from the details recorded in the NDIS Portal;
- 101 Plan Management will verify the records in the NDIS Portal and will endeavour to advise you by email if the details recorded in the NDIS Portal are different to your NDIS Plan.

This Service Agreement may be exchanged with providers as outlined in the Consent to Exchange document or as otherwise advised throughout the provision of services as part of this Service Agreement.

Whereby a Participant's NDIS Funding is indexed and/or increased in accordance with the NDIS Act 2013 and any relevant Price Guide, 101 Plan Management will make the necessary adjustments to any 101 Plan Management Service Bookings as required.

Service Schedule

The cost of supports to be delivered by 101 Plan Management are outlined in the Participant's NDIS Plan under *Improved Life Choices* which normally consists of a *Plan Management And Financial Capacity Building – Set Up Cost* and monthly *Plan Management – Financial Administration* with all prices being GST inclusive (if applicable).

As part of the initial setup and engagement of services, 101 Plan Management will either communicate with the Participant, or Child Representative / Nominee, by meeting in person, undertake a video conference, email or telephone, and/or a combination of these. Subsequent communication will be performed via email or telephone as required between the parties.

Prices are subject to change in accordance with the NDIS Act 2013, as allocated in a Participant's NDIS Plan and relevant Price Guide or Catalogue.

Goods and Services Tax (GST)

All prices and figures may be subject to change in accordance with the [National Disability Insurance Scheme Act 2013](#) (NDIS Act) and in such a case is beyond the control of 101 Plan Management.

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 [National Disability Insurance Scheme Act 2013](#) (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, or Participant's Representative / Nominee, will immediately notify the provider if the participant's NDIS Plan is replaced by a new plan or the participant stops being a participant in the NDIS.

[Participant's / Participant's Representative/Nominee Initials]

Payments

101 Plan Management will seek payment for their provision of Financial Intermediary Services directly from the NDIA.

The participant has nominated the Plan Management Provider **101 Plan Management** to manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, your provider/s will claim payment for those supports from **101 Plan Management**.

Provider Responsibilities

101 Plan Management agrees to:

- work with the Participant in the management of payments of their supports including making payments to nominated providers for work undertaken;
- liaise with providers regarding any billing / invoice discrepancies on behalf of the Participant as required, including any potential overspend or insufficient funds if applicable;
- provide the Participant, or their Representative/Nominee, with statements of expenditure as requested. Monthly statements will automatically be sent from relevant software where an email address is provided. Whereby the monthly statement is requested to be posted, the Participant acknowledges that delays in receiving statements may occur;
- review the provision of supports at least 3 monthly with the Participant, or their Representative/Nominee;
- communicate openly and honestly in a timely manner;
- treat the Participant with courtesy and respect;
- consult the Participant on decisions about how supports are provided;
- offer the Participant, or their Representative/Nominee, the option to access any Participant portal that may be available through any software 101 Plan Management utilises;
- give the Participant, or their Representative/Nominee, information about managing any complaints or disagreements;
- listen to the Participant's feedback and resolve problems quickly;
- give the Participant the required notice if the provider needs to end the Service Agreement (see *'Ending this Service Agreement'* below for more information);
- protect the Participant's privacy and confidential information; and
- provide supports in a manner consistent with all relevant laws, including the [National Disability Insurance Scheme Act 2013](#) and [rules](#), and the Australian Consumer Law; keep accurate records on the supports provided to the Participant.

101 Plan Management does not check:

- whether your suppliers have the appropriate qualifications, experience, insurance or criminal background checks to provide the supports listed in their invoices;
- that your invoices/receipts adhere to employment laws and regulations as outlined by Fair Work Australia, the Australian Taxation Office and any applicable awards.

[Participant's / Participant's Representative/Nominee Initials]

Participant Responsibilities

The Participant, _____, or Participant's Representative/Nominee, agrees to:

- inform 101 Plan Management about how they wish the supports to be delivered to meet the Participant's needs;
- treat 101 Plan Management staff with courtesy and respect;
- talk to 101 Plan Management staff if the Participant has any concerns about the supports being provided by 101 Plan Management or your other Provider/s;
- provide 101 Plan Management with a copy of any updated or revised NDIS Plan as soon as reasonably possible;
- let 101 Plan Management know if you suspend, change or intend to change your provider/s of other support services. Any such changes must be in accordance with the Service Agreement/s that you have with your Provider/s.
- let 101 Plan Management know immediately if the Participant's NDIS plan is suspended or replaced by a new NDIS plan or the Participant stops being a Participant in the NDIS; and
- give 101 Plan Management the required notice if the participant needs to end the Service Agreement (see '*Ending this Service Agreement*' below for more information).

Payment to Providers

The Participant, or their Representative/Nominee, accepts ultimate responsibility for selecting who will provide other support services and advising 101 Plan Management who those providers are, their contact details and the Service Agreements or arrangements you have with them.

101 Plan Management encourages Participants to provide a copy of any agreements with other providers to 101 Plan Management to assist in the budgeting and management of their NDIS Plan.

The Providers that 101 Plan Management will make payment to are detailed as outlined in a *Service Support Report*, *Service Provider Category Budget*, *Consent to Exchange* or as otherwise advised throughout the period of this Service Agreement. This is a list of the Providers you have asked us to pay to provide supports under your NDIS Plan which may include amounts that we will pay to these Providers under the NDIS Plan and in accordance with the NDIA Price Guide.

The Participant, or their Representative/Nominee, consents to invoices being processed and claimed on their behalf upon receipt of compliant invoices.

101 Plan Management is not responsible for any outstanding invoices that are unable to be processed and/or claimed whereby there is insufficient funds or funds are exhausted.

Terms of Payment

The Provider will seek payment for their provision of supports after the Participant or their Representative confirms satisfactory delivery.

101 Plan Management requests that invoices are forwarded within 7-14 business days of the provision of services, so that we can closely monitor total spending under the relevant NDIS Plan (from all Providers) against the total budget. 101 Plan Management will endeavour to pay invoices within 7-14 business days (excluding weekends and public holidays) upon receipt of compliant invoices.

[Participant's / Participant's Representative/Nominee Initials]

How to submit Invoices for Payment

The Participant, or their Representative/Nominee, and/or Service Provider is to submit all invoices to:

accounts@101planmanagement.com.au

or

101 Plan Management
PO Box 988
Strathalbyn SA 5255
Office: 08 7071 1555
Mobile: 0472 600 686

Please ensure that the NDIS Participant's Name, NDIS Number (where possible) and banking details are clearly noted on every invoice.

Cancellation Policy

Please refer to 101 Plan Management's *Ending This Service Agreement* for our cancellation of services.

Participants are encouraged to discuss the cancellation policy of their Service Providers with relevant Providers as these may be as per the NDIS Price Guide or as otherwise specified by the Provider.

Changes to this Service Agreement

If changes to the supports or their delivery are required, the parties agree to discuss and review this Service Agreement, and any other Service Agreements that may be impacted by this change. The parties agree that any changes to this Service Agreement, or any other Service Agreement, will be in writing, signed, and dated by the parties.

Ending this Service Agreement

Should either party wish to end this Service Agreement they must give *28 days written* notice. This is to allow the finalisation of any accounts and the transition of any accounts to the new service provider, or themselves if self-managing.

Services by 101 Plan Management will cease should the participant's NDIS Plan not be renewed, be expired, be revoked or be discontinued.

If either party seriously breaches this Service Agreement the requirement of notice will be waived.

Feedback, Complaints and Disputes

If the participant wishes to give 101 Plan Management feedback or is not happy with the provision of supports and wishes to make a complaint, the Participant or Participant's Representative, can talk to the General Manager, or authorised representative, of 101 Plan Management on:

Phone: 08 7071 1555
Mobile: 0472 600 686
Email: gm@101planmanagement.com.au
Address: PO Box 988, Strathalbyn SA 5255

If the participant is not satisfied or does not want to talk to this person, the participant can contact the NDIS Quality & Safeguards Commission by calling 1800 035 544 or visiting ndiscommission.gov.au for further information.

[Participant's / Participant's Representative/Nominee Initials]

Contact Details

Please note that 101 Plan Management is managing the funding component of this Plan only, not the provision of services. For any questions regarding the amount and type of services funded under this NDIS Plan, please contact the Participant or their Representative/Nominee where outlined below.

The Participant's Representative or Nominee (if applicable) can be contacted on:

| | | | | | |
|------------------------------|--|--------|--|-----------|--|
| Representative/Nominee NAME: | | | | | |
| Relationship to Participant: | | | | | |
| Address: | | | | | |
| Town / Suburb: | | State: | | Postcode: | |
| Mobile: | | Home: | | | |
| Email: | | | | | |

101 Plan Management can be contacted on:

- Phone:** 08 7071 1555
- Mobile:** 0472 600 686
- Email:** hello@101planmanagement.com.au
- Address:** PO Box 988, Strathalbyn SA 5255

Agreement Signatures

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

If the Participant is under 18 years of age or unable to sign independently, the authorised Representative / Nominee must sign.

| | |
|---|--|
| _____ | _____ |
| (Signature of Participant / Participant's Representative / Nominee) | (Name of Participant / Participant's Representative / Nominee) |
| _____ | _____ |
| Date | |
| _____ | _____ |
| (Signature of 101 Plan Management Representative) | (Representative, 101 Plan Management) |
| _____ | |
| Date | |