

NDIS Plan Management Service Agreement



Registered NDIS Provider

Parties

This Service Agreement is a contract between you, the Client or your Authorised Representative, and Essential Plan Services Pty Ltd trading as Essential Plan Support Services (EPSS) to assist you manage your NDIS Funding. This Service agreement represents all terms and conditions, policies, rights, and responsibilities associated with being a client of EPSS.

This Service Agreement will be in effect from the date the Client or Authorised Representative signs this Service Agreement or accepts the Service Agreement online. It will continue until either party terminates this agreement in accordance with Clause 7 of the Terms and Conditions.

EPSS Contact Details

If you have any questions regarding this Plan Management Service Agreement, or for more information, please contact EPSS.

admin@essentialplan.com.au

0474 329 544

Participant Details

First Name			Preferred Name (optional)	
Last Name			Date of Birth	
Gender Identity	M F Other:		Country of Birth	
Preferred Pronouns (optional)			Cultural Information	
Email			Languages Spoken	
Phone Number				
Residential Address	Street		Other essential information (Health conditions, Allergies, Behaviour, etc)	
	Suburb			
	State			
	Postcode			
Mode of Contact Preferred	Email Call Text			

Authorised Representative

Does the participant have an Authorised Representative*	Yes	No	*An immediate parent/guardian, a person appointed by the NDIA as a Plan Nominee or a Third-Party legally appointed Guardian.	
First Name				
Last Name				
Email			Phone Number	
Residential Address	Street		Relationship	Immediate Parent/Guardian
	Suburb			A person appointed by the NDIA as a Plan Nominee
	State			Third-Party legally appointed Guardian
	Postcode		Description of Relationship	

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NDIS Plan				
Your NDIS Number				
Plan start date		Plan end date		
Is this your first plan?	Yes	No		
**Plan Extension - To ensure continuity of service, where a plan is automatically extended by the National Disability Insurance Agency (NDIA), this agreement remains in effect in line with the extended period. Any service bookings made by Essential Plan Support Services will be amended accordingly.				
How did you find us?	Support Coordinator	LAC or Planner	Google	Clickability
	NDIS Provider Directory	A Friend	A service provider (not support coordinator)	
	Facebook page/ad	Facebook Group	My Community Directory	
	Another NDIS Participant	Other (please specify):		

Support Coordinator/Recovery Coach Details	
Please provide details of the Support Coordinator or Recovery Coach business with whom Essential Plan Support Services can share information for the purposes of providing plan management services under the Service Agreement with the Participant/ Authorised Representative.	
Name	Phone Number
Company	
Email	

Bank Details (for reimbursements)	
Account Name	
BSB	Account No.

1. Schedule of Supports

EPSS agrees to provide services relating to the attached Schedule of Supports provided funds are available for EPSS to access on the National Disability Insurance Agency (NDIA) portal.

2. Things EPSS will do (our responsibilities):

- Treat you/your Authorised Representative with courtesy and respect.
- Assist and support you or your Authorised Representative to manage your NDIS funding in accordance with your NDIS Plan, the requirements of the NDIA or the Australian Taxation Office (ATO), as requested.
- Pay supplier invoices on your behalf.
- Process your reimbursement claims.
- Keep accurate and up-to-date records of all claims for other support services processed on your behalf.
- Within the limits of our role, liaise with other support providers on your behalf to facilitate service delivery.
- Liaise with the NDIA about your plan when necessary.
- Make budget information available by:
 - Tracking expenditure against your budget by making relevant budgetary information available online via your portal.
 - Making monthly statements available via email to you or your Authorised Representative.
- Communicate with you in an honest and open manner.
- Communicate with you in a timely manner.
- Have mechanisms in place to manage and mitigate potential conflicts of interests.
- Reserve the right to raise any concerning conduct or behaviours with you/your Authorised Representative and seek a satisfactory solution.

3. You agree to (your responsibilities):

- Treat EPSS staff with courtesy and respect.
- Ensure NDIS funds are used to assist you to achieve your NDIS Plan goals and are spent in accordance with your NDIS Plan.
- Monitor budget information made available by EPSS to reduce the risk of overspending.
- Ensure that all claims for reimbursements include evidence of payment having been made to the extent requested by EPSS and in accordance with the NDIA or the ATO requirements.
- EPSS making administrative arrangements to allow your service providers to be paid from your NDIS funds on your behalf.
- EPSS discussing with service providers about other support services that have been, or will be, delivered by them.
- Acknowledge that there is no contractual or inferred relationship between EPSS and your chosen service provider.
- Talk to us if you have any concerns about our service.
- Give EPSS the required notice if you need to end the Service Agreement per **Clause 7 Changing or ending this Service Agreement**.
- Let EPSS know immediately if your NDIS plan is suspended or replaced by a new NDIS plan or you stop being a participant in the NDIS.
- Not engage in conduct or knowingly provide misleading information which may reasonably be expected to:
 - Expose EPSS to reputational, regulatory, or financial risk.
 - Present a work, health, and safety risk to any EPSS staff. This extends to and includes any verbal or written abuse.
 - Be contrary to the NDIS rules, guidelines, or relevant policies.
 - Be contrary to or cause EPSS to potentially breach, the NDIS Act or any other law or regulation; including conditions which relate to the registration requirements of EPSS.
 - Be intended to otherwise obtain funds to which the person is not entitled within the meaning of section 182 of the NDIS Act.

4. Service Provider Claim

- EPSS will process the invoices submitted on your behalf or your Authorised Representative by your Service Providers to the NDIA portal, provided that:
 - The support services satisfy the test for reasonable and necessary supports as defined by the NDIA.
 - The invoices meet the NDIA and the ATO requirements.
 - The supports are consistent with your current Plan and service agreements or with other instructions you have provided.

5. Liability

- You or your Authorised Representative agree that EPSS provides plan management services and will not hold EPSS responsible for any loss or damage you or your Authorised Representative suffers because of or in connection with the conduct of any other Third-Party (including any NDIS registered or unregistered provider); actions taken by the NDIA against you or your Authorised Representative in circumstance in which EPSS has followed your or your Authorised Representative directions or reasonably inferred directions.
- You or your Authorised Representative agree that EPSS is not liable for any loss (including indirect, consequential, incidental, or special damages) you or your Authorised Representative may suffer from a breach of this Agreement unless that breach involves fault or wilful default of EPSS. EPSS' aggregate liability under or in connection with this Service Agreement (whether in contract, tort (including negligence), equity, for breach of statutory duty, or otherwise) will not exceed the amount of fees paid to EPSS for the provision of supports under this agreement in the previous 12 months.

6. Goods and services tax (GST)

- For the purpose 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 NDIS Act, and in your NDIS plan currently in effect under section 37 of the NDIS Act.
 - EPSS will pay GST as specified in the NDIS Act.

7. Changing or ending this Service Agreement

- Either Party may end this Service Agreement at any time giving the other party at least 28 days' notice in writing. If a party materially breaches this Service Agreement, the other party may terminate this agreement immediately by notice in writing.

8. Feedback, complaints, and disputes

EPSS welcomes any feedback – positive or negative. Complaints are seen as an opportunity to make our services better. We have a Complaints Policy which you can see on request.

If you wish to give feedback or make a complaint about services there are a few ways you can do this:

- Contact Cathy Turner, Director of EPSS
0498 354 750
cathy@essentialplan.com.au
- You can also use the feedback link on our website **www.essentialplan.com.au**

You may like to have another person assist with the complaint. This could be a family member or friend or we can link you to an advocate if you would like us to do this, go to www.dss.gov.au and search for the National Disability Advocacy Programme information.

Once you have spoken with EPSS, if you are still not satisfied, you can take your complaint to the NDIS Quality and Safeguarding Commission. They will take complaints about EPSS if supports are not provided in a safe and respectful way, or not to an appropriate standard or if we don't handle your complaint in a way that satisfied you. You can contact them by:

- phoning 1800 035 544 (free call from landlines) or TTY 133 677. Interpreters can be arranged.
- Or you can call the National Relay Service and ask for 1800 035 544.
- Or you can complete an online form by clicking on this link:
www.ndiscommission.gov.au/about
- More information about the National Quality and Safeguarding Commission is found here:
www.ndiscommission.gov.au/about and specifically about complaints here:
www.ndiscommission.gov.au/about/complaints

9. Privacy

As per the Privacy Act 1988:

- Your information is collected, recorded and stored on a secure case management system.
- Any paper documents created will be scanned and uploaded to your file, and then shredded.
- Your case management file is only visible to the staff member who works with you and the management team who support them.
- The information on your file is gathered throughout the course of your service and includes your name, street address, contact details and other sensitive information relevant to the provision of services.
- We will also write notes relevant to your service which will be recorded and maintained on the case management system.
- You are entitled to access relevant information contained within your file at any time subject to relevant legislation provisions. Please note that provision of information may take up to 14 days to collate and dispatch.
- You are entitled to withdraw consent for us to collect and keep your information at any time.
- EPSS will keep your records for 7 years from the end date of services. For children this information will be kept until they turn 25 years of age. They will then be deleted from our case management system.

10. Authorisation of this Service Agreement

- The Service Agreement can only be entered into by EPSS and either yourself or your Authorised Representative as recognised by the NDIA.
- If the person authorising this Agreement is not you, the client, or not the same person(s) listed by the NDIA as a Plan Namee or other appointed guardian, EPSS may decline to process a claim submitted for processing to the NDIA.

Audit information and Opt-in Form

As part of EPSS' registration process with the National Quality and Safeguarding Commission, we will undertake an audit as required. We will appoint an auditor who will check our service against practice standards, to make sure we are doing a good job, and can continue to provide services to participants.

The auditor will check our written records, our policies and procedures and will also talk to our staff and our participants about our services. They will want to speak to participants who have received our services, likely over the phone. Participants can say whether they want to be contacted about our service, to talk to the auditor or they can opt out and say they do not want to speak to the auditor about our services.

I would like to speak to the auditor

I would **NOT** like to speak to the auditor

Declaration and Agreement Signature



- I declare that I am eligible, have the right, authority, and capacity to enter into this Service Agreement
- I have read and understood this Service Agreement

Participant or representative name		Date	
Participant or representative signature			

Annexure - Schedule of Supports

EPSS will directly claim establishment and monthly fees from the NDIA.

The "description of support" and "price limit" below will be varied from time to time in line with changes to the NDIS Pricing Arrangements and Price Limits.

Plan Management - Establishment and Monthly Fee and Capacity Building Fees		
Support Item	Description of Support	Price Limit
Plan Management - Financial Administration (14_034_0127_8_3)	Plan Management Monthly Fee A monthly fee for the ongoing maintenance of the financial management arrangements for managing of funding of supports.	\$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)	Plan Management Establishment Fee 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 Remote \$325.29* Very Remote \$348.54*

*Fees may differ depending on what is included in your plan and/or your location