

TERMS & CONDITIONS

GLOSSARY OF TERMS

Plan	The written document developed with you on behalf by the National Disability Insurance Agency (NDIA) or their delegate (E.g.: Local Area Coordinator (LAC))
Our Services	We offer Plan Management services Australia-wide, delivered specifically by Your Plan Manager.
Provider	A provider is a Sole Trader or Organisation delivering support services and/or products to a NDIS Participant.
Consent to Share	By giving your consent to share information it enables Your Plan Manager's employees the ability to discuss personal and plan information with your trusted Providers, The NDIS and other Trusted Service Nominees as advised by you.
NDIS/NDIA	NDIS – National Disability Insurance Scheme, established by the NDIA – National Disability Insurance Agency, which are the parent company. They run the NDIS.
Participant	The Person the NDIS Plan was developed for.
Plan Management	Also referred to as "Improved Life Choices" in a NDIS Plan, Plan Management is the service provided by Your Plan Manager.
Support Coordination	Also referred to as "Coordination of Supports" in a NDIS Plan, Support Coordination is a service provided by an external third party to the Participant.
Your Plan Manager	123 Plan Management is a Registered NDIS Provider of Support under the National Disability Insurance Scheme Act 2013 (cth). We are referred to as Your Plan Manager in this agreement.

PLAN MANAGEMENT RESPONSIBILITIES

Plan Management – Financial Administration funding applies to registered providers who undertake financial administration of a plan on behalf of a participant. Plan Management – Financial Administration funding includes a setup fee to establish the payment arrangements with providers and a monthly processing fee. This support assists a participant by:

- Providing increased control over plan implementation and utilisation with plan financial intermediary services
- Managing and monitoring budgets over the course of the plan
- Managing NDIS claims and paying providers for delivered service
- Maintaining records and providing regular statements showing the financial position of the plan
- Provide access to a wider range of service providers, including non-registered providers whilst remaining in line with the price limits contained within the Price Guide.
- This does not include out of hours or weekend support
- Evidence is required for everyday items; our decision-making form will need to be completed as evidence of choice and control.
- Provide you with access to support and coaching to help you maximise your NDIS Plan.

You can read the NDIS Guide to Plan Management for more information about our role.

NOTE: These costs do not come out of your funding. The NDIS pays for these supports separately.

All supports and their prices are set out in the attached schedule of supports. All prices are GST inclusive (if applicable) and include the cost of providing the supports.

This Service Agreement is made for the purpose of providing supports under your National Disability Insurance Scheme (NDIS) plan. We 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, their families and carers to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

SUPPORT COORDINATOR RESPONSIBILITIES

Support coordination helps participants:

- connect to NDIS and other supports
- broker supports and services in line with a participant's wishes and their plan budget
- monitor plan budgets and support effectiveness

- build capacity and capability to understand their plan, navigate the NDIS and make their own decisions.

Support coordinators will help participants with different things depending on:

- what the participant's goals, needs and circumstances are
- what is funded in the participant's plan.

There are 3 levels of support coordination that can be included in a participant's plan:

Level 1: Support Connection

Support to help a participant understand their plan, connect with NDIS providers and community, mainstream and other supports to get the most out of their NDIS plan.

It should also increase participant's confidence and skills to manage their plan independently.

Level 2: Coordination of Supports

Support to put in place a mix of supports to increase a participant's capacity to maintain relationships, manage tasks, live more independently and be included in their community.

It builds the participant's confidence and skills to direct their lives, not just their services.

Level 3: Specialist Support Coordination

A higher level of support for participants whose situations are more complex and who need specialist support.

A specialist support coordinator will assist participants to manage challenges in their support environment and ensure a consistent delivery of service.

A participant's plan may describe what level of support coordination is funded or how support coordination should be delivered. A participant may only purchase support coordination in the way described.

If the level of support coordination funding is not described in the plan, participants can choose what level of support coordination is most appropriate for their needs and how it's delivered.

You can read the NDIS Guide to Support Coordination for more information about our role.

NOTE: These costs do not come out of your funding. The NDIS pays for these supports separately.

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OUR RESPONSIBILITIES (THE PROVIDER)

As your dedicated service provider, we agree to:

We agree to:

- Treat you and your team with courtesy and respect and involve you and your team in decisions that affect your supports and services
- Keep accurate records about the supports we provide to you and provide you with regular statements about services provided
- Communicate openly and honestly in a timely manner and in a way in which you prefer
- Listen to your feedback and resolve problems quickly
- Give you information about managing any complaints or disagreements, and details of the provider's cancellation policy
- Review your supports at least three (3) monthly and provide you with feedback and information
- Give you a minimum of 24 hours notice if we need to change an appointment (other than due to worker illness)
- Give you the required notice if we need to end the service agreement (see '[Ending this Service Agreement](#)' below for more information)
- Protect your privacy and confidential information
- Provide services in a manner consistent with all relevant laws, including the National Disability Insurance Scheme Act 2013 and rules, and the Australian Consumer Law

YOUR RESPONSIBILITIES (THE PARTICIPANT / NOMINEE)

You agree to:

- Provide details requested in this agreement including NDIS Plan, date of birth and address and the contact details we have asked for to enable us to provide effective service.
- Provide Nominee approval from the NDIS if applicable.
- Share your plan in the My Place Portal to allow the Plan Manager and/or Support Coordinator to review goals, budgets and any applicable nominee arrangements.
- Treat us with courtesy and respect.
- Disclose any special need which a reasonable person would regard as requiring disclosure.
- Give us a minimum 24 hours notice if you cannot attend an appointment with us – if notice is not provided the standard cancellation charge of 90% of the scheduled fee will apply.
- Give us the required notice if you need to end the service agreement (see 'Ending this Service Agreement' below for more information)
- Let us know immediately if your NDIS plan is suspended or replaced by a new NDIS plan, or you stop being a participant in the NDIS.
- Consent to us providing such information as it may be required by Law and, to avoid doubt, you consent to Your Plan Manager and/or Support Coordinator disclosing all material facts and circumstances relevant to the Participant and/or this Service Agreement if required by such Law, eg. mandatory reporting requirements.
- Allow YPM to implement and manage Service bookings on the NDIA portal for funding up to the amounts specified in the support category and budget approved in your current NDIS Plan. After these supports are delivered, the service provider will claim payment for those support from your Plan Manager.
- Where a price change is executed by the NDIA for services provided historically, fees will be backdated to support full recovery.
- You will not establish a plan management service for anyone other than yourself, with exception of people or businesses that are expressly authorised to establish a plan management service on behalf of you.
- Will not participate in, encourage or advocate an illegal activity or violate any law, statute or regulation in your dealings with YPM.
- Will not attempt to restrict others from engaging with 123 Plan Management services and you must not encourage or facilitate violations of your Plan Manager terms or policies.
- Will not publicly act in any way to harm the reputation of your Plan Manager and/or Support Coordinator or any associated or interested parties to do anything contrary to the interests of your Plan Manager and/or Support Coordinator.
- Ensure that invoices for supports are correctly reflecting your reasonable and necessary supports using the values of choice and control
- Indemnify us against purchases of supports and services made that are considered outside NDIS reasonable and necessary supports, due to the limited scope of a plan manager (we are unable to approve your purchases. This decision is made by you, using information and general advice we can provide you)
- Approve invoices within 24 hours of receiving them from our system so that providers are paid promptly (they will auto approve after this period)
- Ensure that any receipts submitted for reimbursement are accurate and correct.

CONSENT TO SHARE

We collect information about you for the primary purpose of providing quality supports and services to you. We need to collect some personal information from you to ensure our services meet your needs. If you do not provide this information, we may be unable to fully provide these services.

This information will also be used for:

- administrative purposes for running our service
- billing you directly, through the NDIS, or another agency if required
- use within our service to ensure you are provided with quality supports and services
- disclosure of information to the NDIA, the NDIS Quality and Safeguards Commission, or other government agencies if needed
- discuss your plan with the NDIS, helping us to make payments and interactions on your behalf
- disclosure of information to health professionals to ensure high quality health care for you if needed
- disclosure to other providers to provide appropriate services

We do not disclose your personal information to overseas recipients.

We have adopted the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Cth) (the Privacy Act). The APPs govern the way in which we collect, use, disclose, store, secure and dispose of your Personal Information. If you'd like a copy of our Privacy Policy, please ask.

To ensure the process of quality supports and services, information about you may be given to other service providers who also provide you services.

By ticking the box on the sign-up page, you agree to the terms and conditions as outlined in this services agreement. The Participant agrees to share the NDIS plan and information with 123 Plan Management, as well as the Participant's Support Coordinator, Local Area Coordinator (LAC) and NDIA Planner. If

you do not understand any section of this agreement, please talk to a family member your nominee / representative / guardian or contact 123planmanagement@gmail.com to obtain further clarity before acknowledging consent.

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. The parties agree that any changes to this service agreement will be in writing and signed and dated by the parties.

ENDING THIS SERVICE AGREEMENT

Ending of supports will only happen if:

- We are unable to provide an appropriate service or support, or believe we are not the best provider for you, and/or
- You are dissatisfied with the service, and we are unable to address your requirements.

Should either party wish to end this service agreement they must give *one month's* notice. We will not charge you for services that have not been provided. We will provide a warm introduction to your next Service Provider/s and ensure that all information that you consent to be shared is provided within 7 days of the end of the agreement. For urgent endings, we will do our best to provide information with urgency. If either party seriously breaches this service agreement the requirement of notice will be waived.

FEEDBACK, COMPLAINTS & DISPUTES

If you or your representative wishes to give the provider feedback, or a complaint about the provision of supports, please use one of the following methods:

1. Complete our form online
2. Call: 07 4361 6848 and ask to provide feedback or a complaint to the Director
3. Send an email to: 123planmanagement@gmail.com
4. Visit us at: Shop 5, 38 Princess Street, Bundaberg East Qld 4670
5. Mail to: PO Box 7090, Bundaberg North Qld 4670

In some cases, we might need to get more information. However, we will always get back to you within 48 hours. Rest assured, all complaints are kept private and confidential. Feedback, complaints, and comments provided to your Plan Manager and/or Support Coordinator are taken seriously. Your Plan Manager and Support Coordinator sees all feedback as an opportunity to grow, improve, and ultimately provide you with better service.

If you are dissatisfied with the solution, or do not wish to contact the Director, a complaint can be made to the NDIS Commission by:

Phone: 1800 035 544 (*free call from landlines*)

TTY 133 677. *Interpreters can be arranged.*

[National Relay Service](#) and ask for 1800 035 544.

Completing a [complaint contact form](#)

The NDIS Commission can take complaints from anyone about:

- NDIS services or supports that were not provided in a safe and respectful way
- NDIS services and supports that were not delivered to an appropriate standard
- How a NDIS provider has managed a complaint about services or supports provided to a NDIS participant

Please visit <https://www.ndiscommission.gov.au/about/complaints> for more information about how complaints are handled.

ADVOCACY

We support the use of advocates and encourage you to seek the services of advocates to support your planning and engagement of services. If you would like more information about how an advocate can assist you, please let us know. To find the locations and contact details of government-funded independent advocates near you, go to <http://disabilityadvocacyfinder.dss.gov.au>

If you request one of our staff to be an advocate, we will record their authority along with the issues important to them. Your Support Coordinator, if employed by us, cannot be engaged to be an advocate on your behalf.

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 [National Disability Insurance Scheme Act 2013](#) (NDIS Act), in your NDIS plan currently in effect under section 37 of the NDIS Act;
- Your NDIS plan is expected to remain in effect during the period the supports are provided; and
- You/your representative will immediately us if your NDIS Plan is replaced by a new plan or you stop being a participant in the NDIS.

SCHEDULE OF SUPPORTS FOR OTHER CAPACITY BUILDING SERVICES

- Developing a plan for budgets and spending
- Identifying and connecting suitable providers and team members with you
- Helping you establish suitable service agreements
- Develop budgets for individual services within each category of your plan
- Support you to build capacity and understanding in managing your plan
- Work within the funding of your supports and track time and billable hours
- Report to you periodically on the time taken for your Support Connection activities
- This does not include out of hours or weekend support

NOTE: As part of our agreement with you, all work related to providing Support Connection is billable and comes from a range of categories depending upon your budget. This includes direct and indirect services to achieve the participant's goals: face to face meetings, emails, phone calls, note taking/report writing and travel.

LINE ITEMS FOR SERVICE

A schedule specific to your circumstances and plan will be provided for support coordination, connection, and other capacity building services. The NDIS periodically increases fees – usually on the 1st of July each year. By signing our Agreement, you understand that we will increase our fees in line with the NDIS price guide as and when this occurs.

Category:	Support item Reference Number	Description	Pr
Plan Management & Training in Self Management	14_033_0127_8_3	One-off Setup fee for Financial Management Arrangements.	As set yearly by the NDIA.
	14_032_0127_8_3	One-off Setup fee for Financial and Service Intermediary Arrangements.	As set yearly by the NDIA.
	14_031_0127_8_3	CB and Training in Plan and Financial Management by a Plan Manager.	As set yearly by the NDIA.
	14_034_0127_8_3	A Monthly fee for Financial Management of Funding Supports	As set yearly by the NDIA
Support Coordination Level 1: Support Connection	07_001_0106_8_3	Hourly Rate	As set yearly by the NDIA.
Support Coordination Level 2: Coordination of Supports	07_002_0106_8_3	Hourly Rate	As set yearly by the NDIA.

PAYMENTS

We will seek payment for the provision of supports as follows:

Plan Management – at the start of our agreement and then the 1st of every month ongoing.

Support Coordination – at the end of each week.

Payments will be made through the NDIS portal – if Agency managed

This service agreement is for the life of your plan, unless otherwise specified. This includes any plan extensions that may occur. To ensure continuation of our financial intermediary services and engagement of your service providers, we will contact you when we renew service bookings on your behalf when your NDIS Plan is updated. You can opt-out at any time in accordance with the terms outlined in the section "Ending this Service Agreement"

PLAN MANAGED CLIENTS: Please email approved invoices to: 123planmanagement@gmail.com

MARKETING

All participants of 123planmanagement@gmail.com shall receive direct marketing & important NDIS information and updates from us, unless you request otherwise. Feel free to contact us at any time to let us know you no longer wish to receive direct marketing material from us. However, it is important to note that if you choose to OPT OUT from these marketing emails you may miss out of important information pertaining to your NDIS Plan.

AUDITS

The Participant and / or Nominee / Representative / Guardian shall cooperate during third party audits and reviews. This may include being interviewed and having your records reviewed by a third-party accreditation and legislative body. If you do not wish to participate in a third-party audit, please let us know.