

# EMPOWER *YOU* PLAN MANAGEMENT

## Service Agreement for Plan Management

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This Service Agreement is between Empower You Plan Management and the Participant/Nominated Representative in the National Disability Insurance Scheme.

This Service Agreement will be in effect from the NDIS plan start date for the duration of the Participant's association with Empower You Plan Management or until Empower You Plan Management is notified in writing by the Participant/Nominated Representative.

To engage the services of Empower You Plan Management, upon acceptance of this Service Agreement, the Participant/Nominated Representative will provide their NDIS plan details, NDIS Number and other relevant details as requested on this agreement, to Empower You Plan Management.

## Schedule of Supports

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Empower You Plan Management agrees to provide Plan Management- Financial Administration services to the Participant. The supports and their prices are set out in the attached Fees Schedule. All prices are GST inclusive (if applicable) and include the cost of providing the supports.

## Responsibilities of Empower You Plan Management

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Empower You Plan Management agrees to:

- maintain accurate records regarding the supports delivered to the Participant.
- reconcile NDIS funding balances.
- payments of invoices on behalf of the Participant.
- process approved reimbursement claims to the Participant.
- track expenditure against the Participant's budget.
- provide monthly statements of expenditure and available funding upon request.
- Participant/Nominated Representative communication via emails, phone calls, the Careview Advantage app, and other formats as applicable.
- provide information and assist the Participant/Nominated Representative on request, regarding decisions about how funds are spent.
- treat the Participant/Nominated Representative with courtesy and respect and deliver Empower You Plan Management services in a fair, equitable and transparent manner.
- listen to the Participant/Nominated Representative feedback and resolve problems quickly.
- protect the Participant's privacy and confidential information as per the Empower You Plan Management Privacy Policy
- operate within NDIA guidelines. Empower You Plan Management uses services descriptions and pricing structures set out in the current, published NDIS Pricing Arrangements and Price Limits and applies them as directed by the NDIS Act and rules, and the Australian Consumer Law, when delivering its services to the Participant under this Service Agreement.

## Responsibilities of the Participant

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The Participant agrees to:

- verify the availability of NDIS funding in the Participant's NDIS Plan budget prior to engaging a provider or receiving any supports under the Participant's NDIS Plan.
- only purchase supports that the NDIS define as reasonable and necessary.
- accept communication from and authorised third party, if required, for regulatory or auditing purposes, and further agrees to have the Participant's records reviewed.
- treat Empower You Plan Management with courtesy and respect.
- inform Empower You Plan Management immediately regarding any concern about the financial intermediary support being provided.
- accept responsibility for all purchases made. Where the participant wishes to purchase low cost/low risk assistive technology and consumable items that may be considered an everyday expense, the Participant is responsible to obtain supporting evidence from an allied health professional and retain this information to be provided to the NDIA if requested.
- accept responsibility for determining whether a support is "Reasonable and Necessary" and accepts that if the NDIA determines that a support does not meet the "Reasonable and Necessary" criteria that the Participant may be required to repay the NDIA for the item or support.
- inform Empower You Plan Management immediately if the current NDIS Plan is suspended or replaced by a new NDIS Plan, or the Participant ceases to be a Participant in the NDIS.
- advise Empower You Plan Management immediately of any change to personal contact details (ie address, telephone contact or preferred contact person, ie who Empower You Plan Management can speak to).

## Payments

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Empower You Plan Management will claim directly from the NDIA a set-up fee and a monthly fee for the provision of support as agreed in Schedule of Supports – Improved Life Choices (Support Category 14).

Empower You Plan Management applies services descriptions and pricing structures set out in the current, published document 'NDIS Pricing Arrangements and Price Limits', therefore where this document specifies maximum pricing, Empower You Plan Management will only ever pay up to that maximum rate for any service provided to the Participant by the provider. It is the responsibility of the provider to ensure that invoices are set out in accordance with NDIS requirements and failure to do so may result in processing delays, or invoices being rejected.

By nominating Empower You Plan Management to provide plan management services and manage the funding, the Participant acknowledges that Empower You Plan Management will claim from the NDIS portal for funding up to the amounts specified in the support category and budget approved in the Participant's current NDIS Plan. After these supports are delivered, the service provider or Participant will claim payment for those supports from Empower You Plan Management by forwarding a correctly formatted tax invoice to [invoices@empoweryouplanmanagement.com.au](mailto:invoices@empoweryouplanmanagement.com.au).

Reimbursements can be claimed by forwarding a receipt and bank details to [invoices@empoweryouplanmanagement.com.au](mailto:invoices@empoweryouplanmanagement.com.au) (the participant will provide bank details, if necessary, to Empower You Plan Management for reimbursement).

## Invoice Processing

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**Standing Approval (automatic processing)** Where plan funding is available, Empower You Plan Management will process invoice payments automatically on the Participant's behalf when an invoice is successfully submitted to [invoices@empoweryouplanmanagement.com.au](mailto:invoices@empoweryouplanmanagement.com.au). This is called 'Standing Approval'.

**Review for Approval (check and approve)** The Participant can receive all invoices directly (provider sends each invoice to the Participant and not Empower You Plan Management) and then approved invoices can be forwarded to Empower You Plan Management for payment. Empower You Plan Management agrees to consider all reasonable adjustments to accommodate the Participant's individual requirements.

After each invoice is successfully submitted and approved by the Participant (either via 'Standing Approval' or 'Review for Approval'), Empower You Plan Management will bill the NDIS within 5 business days. Once funds have been released by the NDIS, Empower You Plan Management will pay the Participant's provider on the following business day.

## Privacy

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The Participant acknowledges and agrees that any personal information provided by the Participant to Empower You Plan Management may be collected, held, used and disclosed by Empower You Plan Management for the purposes of delivering financial intermediary services as contemplated by this Service Agreement and otherwise for the purpose set out in the Empower You Plan Management privacy policy available at [www.empoweryouplanmanagement.com.au](http://www.empoweryouplanmanagement.com.au) and relevant government privacy laws.

Furthermore, any personal information provided to Empower You Plan Management will only be shared by Empower You Plan Management with organisations engaged to assist Empower You Plan Management as part of daily business operations. This may include third party service providers that supply goods, services, or other support to the Participant for the purposes of Empower You Plan Management providing financial intermediary services to the Participant.

## Consent to Share Plan Information

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By acknowledging this Service Agreement, the Participant agrees to share the NDIS plan and information with Empower You Plan Management as well as the Participant's Support Coordinator, Local Area Coordinator and NDIA Planner. The Participant's Support Coordinator, if appointed, is an important part of the Participant's NDIS plan implementation and the Participant gives Empower You Plan Management permission to discuss the Participant's NDIS plan with the Participant's Support Coordinator, Local Area Coordinator and NDIA Planner. This includes, as applicable, authorising Empower You Plan Management to send the Participant's monthly statements to the applicable Support Coordinator. If the Participant wishes to opt out, the Participant can contact Empower You Plan Management via email to [info@empoweryouplanmanagement.com.au](mailto:info@empoweryouplanmanagement.com.au).

The Participant's personal information is protected by law and can only be given to someone else where the law allows or requires it, or where the Participant gives permission.

## **Budget Overspend**

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Empower You Plan Management provides a monthly statement of expenditure to enable the Participant to check how the plan budget is tracking. The Participant should check all spending to minimise any risk of overspending of plan funding. Empower You Plan Management is not responsible for any plan overspend within any category and accepts no liability if this occurs. Empower You Plan Management will endeavour to contact the Participant, or, if applicable, the Participant's Support Coordinator if it is believed the plan funds are in danger of being overspent. In addition, the Participant can access the App which tracks payments and balance of funds in real time.

## **Goods and services tax (GST)**

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

- a supply of supports under the 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.
- Empower You Plan Management will pay GST as per specified in the National Disability Insurance Scheme Act 2013 (NDIS Act)

## **Ending this Service Agreement**

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Should either party wish to end this Service Agreement, 14 days' notice in writing must be provided. If either party seriously breaches this Service Agreement, the requirement of notice will be waived. If both parties agree to terminate the Service Agreement in a shorter time frame, this can be done subject to operational timelines.

## **Feedback, Complaints and Disputes**

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To provide feedback or make a complaint, the Participant may contact Empower You Plan Management as follows:

call: 0492 907 770

email: [info@empoweryouplanmanagement.com.au](mailto:info@empoweryouplanmanagement.com.au)

post: PO Box 13, Geelong Vic 3220

In the event that a complaint is not resolved to the Participant's satisfaction, the NDIS Quality and Safeguards Commission can be contact on 1800 035 544 or via a complaint form on their website [www.ndiscommission.gov.au](http://www.ndiscommission.gov.au).

Further information is also available [www.ndis.gov.au](http://www.ndis.gov.au)

## Description of Support

Support	Description of support	Price & Payment Information
Management of Funding for Supports in Participant's Plan (14_033_0127_8_3)	<ul style="list-style-type: none"><li>• Loading of client details into client management system.</li><li>• Receipt of funding.</li><li>• Setting up client account within finance system.</li><li>• Loading plan and setting service and budget allocation.</li><li>• Establish meeting.</li></ul>	Invoiced upon plan set up, once only per plan, as per Participant's plan "Plan Management- Set Up Costs"
Financial Intermediary Monthly Processing (14_034_0127_8_3)	<ul style="list-style-type: none"><li>• Reconciling client balances.</li><li>• Paying supplier invoices on behalf of client.</li><li>• Processing client re-imbursement claims.</li><li>• Tracking expenditure against client budget.</li><li>• Monthly statements of expenditure and available funding and access to the App.</li><li>• Client liaison – emails, phone calls etc.</li></ul>	Invoiced on or around the 15 <sup>th</sup> of each month amortised over the life of the plan as per Participant's plan "Plan Management – Monthly Fee"

## Disclaimer

Empower You Plan Management information is provided in good faith, to the best of my knowledge and is considered to be correct at the time of communicating, however, changes may affect this accuracy therefore Empower You Plan Management gives no assurance as to the accuracy of the information or advice given.

Any advice given by Empower You Plan Management outside of financial intermediary advice shall be considered general in nature.

Empower You Plan Management shall not be liable for any failure, or delay in the performance of this Service Agreement for the period that such failure or delay is:

Beyond the reasonable control of a party,

Materially affects the performance of any of its obligations under this agreement, and

Could not reasonably have been foreseen or provided against

(e.g. Government Acts prohibiting or impeding any party from performing its respective obligation under the Service Agreement contract) or (e.g. prolonged lack of power supply, Internet Access).

Nothing in the Empower You Plan Management Service Agreement negates or diminishes the statutory guarantees regarding the supply of services to the Participant/nominated representative under The Australian Consumer Law (Competition and Consumer Act 2010-Schedule2)

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