

The Agreement

This Agreement is for providing an NDIS Planning Service under Queensland Plan Management (4050011858) and associated supports under the Participant's NDIS plan.

The Parties agree that this Agreement is in the context of the National Disability Insurance Scheme, which is a service 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.

Terms of Agreement - Ongoing

Queensland Plan Management agrees to provide a perpetual and ongoing plan management service to cover the current NDIS plan and any future NDIS plans allocated to the Participant.

To minimise disruption to plan management services in a plan change over period, including payment for supports and services on the participant's behalf, our team will monitor the NDIS portal for new plans and will proceed to establish new plan bookings and budgets on the portal so that plan management services continue seamlessly.

All fees charged by the Provider are GST exclusive (if applicable) and include the cost of providing the agreed service in accordance with the Australian Tax Office (ATO). Information regarding this can be located at www.ato.gov.au or phone 13 28 66.

Additional expenses (i.e. things that are not included as part of this agreement for the Participant) are the responsibility of the Participant / Participant's representative and are not included in the fees charged.

The Role of the Plan Manager

To claim directly from the budgets in your plan to pay your providers on your behalf.

If you choose to use a Plan Manager, they will:

- pay your providers for the supports you purchase
- help you keep track of your funds
- take care of financial reporting for you
- depending on your circumstances, they can also help you choose your providers.

Responsibilities of Queensland Plan Management

The Provider agrees to:

- communicate openly and honestly in a timely manner
- treat the Participant with courtesy and respect
- consult the Participant on decisions that affect the intent of the plan and this agreement
- give the Participant information about managing any complaints or disagreements and details of the provider's cancellation policy
- listen to the Participant's feedback and resolve problems quickly
- give the Participant a minimum of 24 hours' notice if the Provider needs to change a scheduled appointment
- 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
- 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
- issue regular invoices and statements for services delivered to the Participant
- provide the National Disability Insurance Agency (NDIA) with accounts and data as required under law.

Responsibilities of [Participant / Participant's representative]

The Participant / Participant's representative agrees to:

- inform Queensland Plan Management with how much funding you have and confirmation in writing of the assessed disability support needs (Your NDIS Plan)
- inform Queensland Plan Management about how you wish the supports to be delivered to meet the Participant's needs
- treat Queensland Plan Management with courtesy and respect
- talk to Queensland Plan Management if the Participant has any concerns about the service provided
- give Queensland Plan Management the required notice if the Participant needs to end the Agreement ('Ending this Agreement' below for more information)
- let Queensland Plan Management know immediately if the Participant's NDIS plan is superseded, suspended or conditions of the assessed needs are replaced or if the Participant stops being a participant in the NDIS.

The Provider and Participant agree that:

1. The Provider will seek payment for their provision of the establishment fee and annual management service fee from NDIA in consultation with the Participant / Participants representative once an agreed NDIS Service Delivery Plan is decided.
2. The ability for the Provider to maintain this agreement in relation to payments and reporting is reliant on the Participant to ensure that accurate, timely and appropriate information is provided within the agreed periods.

Changes to this Service Agreement

If there are changes to the plan, the Parties agree to discuss and review this Service Agreement. The Parties agree that any changes to this 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 the agreed notice of four weeks.

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 the Provider feedback in relation to compliments or complaints, the Participant can talk to either Queensland Plan Management Manager or the Chief Executive Officer by contacting them in the following ways:

Telephone: 0447 963 304

Email: kholt@sbcare.org.au or cdalton@sbcare.org.au

Mail: Queensland Plan Management, PO Box 38, Kingaroy Qld 4610

If the Participant has been unable to resolve the issue or is not satisfied with the result the Participant can contact the NDIS. **NDIS Quality and Safeguard Commission Complaints:**

<https://www.ndiscommission.gov.au/participants/complaints>