

## INFOCUS PLAN MANAGEMENT TERMS

### DEFINITIONS

In these General Terms and Conditions (**Terms**):

"InFocus", "us", "we" or "our" means Xavier Children's Support Network trading as InFocus Disability Services (ABN 24 547 377 893).

"Agreement" means the services agreement that you enter into with us for the supply of supports.

"Participant" or "you" means the person who is receiving supports provided by InFocus.

"NDIS" means the National Disability Insurance Scheme

"NDIS Act" means the National Disability Insurance Scheme Act 2013

"NDIA" means the National Disability Insurance Agency

"Schedule of Supports" means the document that describes the supports that InFocus will provide to a Participant, which is attached to your Agreement.

It is important to us that you understand these Terms which relate to your use of our supports. If you have any questions, please contact us at [enquiries@infocusdisability.org.au](mailto:enquiries@infocusdisability.org.au) or via the "contact us page".

### INTRODUCTION

Thank you for choosing InFocus Disability Services. InFocus provides a personalized support arrangement that enables people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their support.

This agreement comes into existence once you accept these Terms by clicking the "Submit" button on our signup page.

This agreement is governed by the Electronic Transactions Act 2000 (Qld), amongst other laws.

### HOW THESE TERMS APPLY TO YOU

Your access and use of InFocus Plan Management service is subject to the Terms and Conditions (Terms) detailed below.

The current effective version of these Terms can be found on the InFocus website ([www.infocusdisability.org.au](http://www.infocusdisability.org.au)).

You acknowledge that you have read and understood all these Terms, and you accept and agree to be bound by them. If you don't agree with or cannot comply with anything contained in these Terms, then you may not use InFocus' supports.

## CHANGES TO THE TERMS

Sometimes we may need to change these Terms to ensure consistency with any reasonable adjustments to the supports provided by us, NDIS funding and/or for to comply with the NDIA, NDIS Act, and any other relevant laws.

When we make material changes to these terms, we will provide you with notice as appropriate under the circumstances, e.g., by displaying a prominent notice on our website or by seeking your agreement in other ways such as by sending you an email. In some cases, we will notify you in advance, and your continued use of our supports after the changes have been made will constitute your acceptance of the changes. Please make sure you read all notices carefully. If you do not wish to continue using our supports under the new version of these Terms, you may terminate your Agreement by giving us written notice in the manner set out in the Agreement.

If you require any changes to your Agreement or to the Schedule of Supports, we will discuss those changes with you. Any changes that are agreed by us must be in writing, and signed and dated by both you and InFocus.

## ELIGIBILITY

To be eligible for the InFocus Plan management service, you

- Are at least 18 years old;
- Have the right, authority and capacity to enter into this agreement;
- Will abide by the terms, relevant policies and rights and responsibilities of this agreement; and
- Having plan management funding included as part of your NDIS plan.

## SCHEDULE OF SUPPORTS

InFocus agrees to provide the participant **Financial Intermediary Services**. The supports are set out in the table below.

Description of Service	NDIS Support Category
<p><b>A one-off setup of the financial management arrangements for managing of funding of supports, including:</b></p> <p>Support planning, setting up myPlace portal, budget allocation, service bookings, etc</p>	<p>set up costs 14_032_0127_8_3</p>
<p><b>Monthly Financial intermediary services including:</b></p> <p>Act on your behalf to claim payment for supports provided to you from your NDIS plan and pay your providers</p>	<p>Monthly processing 14_034_0127_8_3</p>

## RESPONSIBILITIES OF INFOCUS

InFocus agrees to:

- provide the Services;
- reconcile Participant's balances;
- pay support provider invoices on behalf of the Participant;
- process the Participant's reimbursement claims;
- provide monthly statements of expenditure and available funding upon request;
- liaise with the Participant/Participant's representative as required;
- communicate openly and honestly in a timely manner;
- treat the Participant/Participant's representative with courtesy and respect;
- listen to the Participant/Participant's representative's feedback and resolve problems quickly;
- protect the Participant's privacy and confidential information pursuant to InFocus' Privacy Policy and keep the Participant's information up-to date;
- consult the Participant/Participant's representative on decisions about how supports are provided;
- work cooperatively (and in line with the principle of least restrictive alternative) with the Participant/Participant's representative and the activities they have chosen to undertake;
- review the provision of supports at least once a year with the Participant;
- 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 of the supports delivered to the Participant;
- keep accurate records on the support provided to the Participant; and
- keep track of your spending and budget.

## RESPONSIBILITIES OF PARTICIPANT / PARTICIPANT'S REPRESENTATIVE

The Participant/Participant's representative agrees to:

- inform InFocus about how you wish the Services to be delivered to meet the Participant's needs;
- treat InFocus' staff with courtesy and respect at all times;
- talk to InFocus if the Participant has any concerns about the Services being provided;
- notify InFocus staff as soon as possible if the Participant cannot make a scheduled appointment, and if a short notice or no notice is given, InFocus cancellation policy will apply;
- notify InFocus staff as soon as possible regarding any discrepancies with the Services; and
- notify InFocus 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.

## PARTICIPANTS BUDGETS TO BE MANAGED

Upon acceptance of this Agreement, the Participant/Participant's representative must provide InFocus with the Participant's:

- NDIS Plan;
- NDIA Number;
- NDIS Fund details; and
- NDIS support budget.

If the Participant's support categories or budgets change, the Participant/Participant's Representative agrees to notify InFocus immediately in writing.

## INFOCUS FEE FOR THE SERVICES

InFocus will invoice the Participant/Participant's representative fees for its Services as set out in the NDIS price guide. All prices are GST exclusive (if applicable). Prices are subject to change to reflect the National Disability Insurance Agency (NDIA) price increases. The NDIA will also automatically adjust your NDIS Plan to cover any price changes.

The Participant acknowledges that InFocus will invoice the Participant:

- a fee for setting up the Participant's financial management arrangements (one-off fee per plan); and
- a monthly fee for the maintenance of the Participant's financial management arrangements, as described in the Schedule of Supports.

The setup fee is to be paid as soon as this Agreement is accepted and is not refundable after 7 days. The monthly fee is to be paid at the end of each month or at the end of the NDIS Plan, whichever comes first provided the funds are available on the NDIA Portal for the purpose of this Agreement – Improved Life Choices (Support Category 3.14).

A supply of Services under this Agreement will be a supply of one or more supports specified in the statement of supports 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.

## PAYMENTS TO SERVICE PROVIDERS

InFocus endeavours to pay all service providers within 14 days on receipt of invoice, however this is not always possible due to Participant and NDIS approval times. The Participant will verify and approve invoices for Services provided prior to payment. InFocus does not verify that Services have been provided.

InFocus is not obliged to arrange payment to the Participant or service provider for Services which:

- are not funded under the NDIS;
- are above the unit price as prescribed in the relevant NDIS price guide;
- are not accepted as valid claims by the NDIA (or by such other entity on behalf of the NDIA);
- are not in Participant's NDIS Plan;

- do not fit the definition of 'reasonable and necessary' as defined by the NDIA;
- are not within the scope of InFocus' Plan Managed amounts; or
- are submitted to InFocus in an invoice format that does not comply with Australian Taxation Office (ATO) legal requirements.

Where you nominate InFocus to provide plan management services and manage the funding, we will claim from the NDIA portal for funding up to the amounts specified in the support category and budget approved in the Participant's current NDIS plan. After these Services are delivered, the service provider or Participant/Participant's representative will claim payment for those supports from InFocus – by forwarding an invoice to [payments@infocusdisability.org.au](mailto:payments@infocusdisability.org.au).

## REIMBURSEMENT POLICY

InFocus will reimburse when the Participant has already purchased and paid for supports or products and when the Participant/Participant's Representative has fulfilled the following obligations.

- To ensure all supports fit the definition of 'reasonable and necessary' as defined by the NDIA
- To ensure all charges are within the unit price as prescribed in the relevant NDIS price guide
- Any gap fee between the invoiced amount and the NDIS unit price for supports purchased are your responsibility to pay to the provider directly
- Liaison with providers for supporting documents for supports provided
- Original provider/supplier invoice(s)/receipt(s) document(s) must be provided for all reimbursement requests on the InFocus Reimbursement Form to substantiate expenditure incurred
- To ensure all invoices comply with Australian Taxation Office legal requirements
- Submission of incurred expenditure by the Participant for reimbursement must be lodged on the InFocus Reimbursement Form within a reasonable period of time
- All Reimbursement Request Forms are signed and submitted to: [payments@infocusdisability.org.au](mailto:payments@infocusdisability.org.au).

InFocus has no liability for charges above the unit price as prescribed in the relevant NDIS price guide or for supports that do not meet the 'reasonable and necessary' guideline as defined by the NDIA.

## CANCELLATION POLICY

If an appointment needs to be cancelled, or there needs to be a change to a scheduled appointment, the Participant or the Participant's representative must advise InFocus at least 2 clear business days prior to the scheduled appointment.

InFocus may charge the Participant a cancellation fee up to 100% of the unit price as prescribed in the relevant NDIS price guide if the Participant fails to notify InFocus within this notice period.

There will not be a charge if InFocus cancels the supports.

## STARTING AND ENDING THIS AGREEMENT

This Agreement will commence on the date that you sign up with us and will remain in place until terminated.

Should a party wish to terminate this Agreement for any reason, they must give 14 days' written notice to the other party, and the Agreement will end on expiry of that notice period.

If either party breaches a material term of the Agreement, then the other party may immediately terminate the Agreement by giving written notice to the other party.

## FEEDBACK, COMPLAINTS AND DISPUTES

InFocus has a [feedback policy](#) which is available on the InFocus website. If the Participant wishes to give InFocus any feedback, please use our feedback form at [https://www.infocusdisability.org.au/contact\\_us/feedback](https://www.infocusdisability.org.au/contact_us/feedback) or call 1800 928 437 to discuss.

If the Participant is not satisfied or does not want to talk to InFocus staff, the Participant can contact the National Disability Insurance Agency on 1800 800 110, visiting one of the NDIS offices in person or visiting [ndis.gov.au](http://ndis.gov.au) for further information.

The Participant may consider the use of an advocate at times when they feel that they are unable to express their opinions, where they feel someone else may have better knowledge or at any other time when they feel that an advocate may be of assistance. These times may include the development of their plan, at initial meetings and during grievance resolution.

## ENTIRE AGREEMENT

Other than as stated below, this Agreement constitutes all the terms and conditions agreed by the parties and supersedes any prior agreements, whether written or oral.

Please note, however, that certain aspects of your use of our Services may be governed by additional terms, for example, access to free or discounted pilot or other services. When you are presented with such an offer, you may be provided with an additional agreement, and you may decide whether to agree to those additional terms. If there is any inconsistency between any additional terms and this Agreement, the additional terms will prevail to the extent of the inconsistency.

## ASSIGNMENT

In the event that InFocus needs to assign this agreement (to a related entity), we will provide you with 30 days prior notice. If you do not wish to have the agreement assigned or do not wish to continue with the services, you may provide us with notice of your decision.

If you continue to request and obtain services from us after we provide notice of assignment, we will regard that as your acceptance of the assignment and entry into an agreement with the new provider.

## IMPORTANT DISCLAIMER

The information and advice that we give is provided in good faith, and to the best of our knowledge and it is considered to be correct at the time of communicating the information. However, changes may affect this accuracy, and therefore we give no assurance or warranty as to the accuracy of any information or advice given.

Any advice given by us outside of financial intermediary advice shall be considered general in nature. We shall not be liable for any failure of, or delay in, the performance of this Agreement for the period that such failure or delay is:

- beyond our reasonable control;
- materially affects the performance of any of our obligations under this Agreement; and
- could not reasonably have been foreseen or provided against.

Nothing in this Agreement negates or diminishes the statutory guarantees regarding the supply of Services to the Participant/ Participant's representative under The Australian Consumer Law (Competition and Consumer Act 2010-Schedule2).

We take in good faith and will rely on the information provided by the Participant/ Participant's representative to be true and accurate, and that claims presented to us are a true reflection of the goods and services provided to the Participant in line with the NDIS guidelines (National Disability Insurance Scheme Act 2013).

## CONTACT US

InFocus can be contacted on:

<b>Phone</b>	<b>07 3339 8450</b>
<b>Email</b>	<u><a href="mailto:enquiries@infocusdisability.org.au">enquiries@infocusdisability.org.au</a></u>
<b>Office address</b>	284 Pine Mountain Road, Mt Gravatt East QLD 4122

Last updated October 2021