

InFocus Plan Management Service Agreement for Provision of Financial Intermediary Services

Date

Between: Participant's name (*Participant, you*)

Participant's address

And: Xavier Children's Support Network trading as **InFocus Disability Services** of P.O. Box 156, Coorparoo Queensland 4151 (**InFocus, we, us**)

PURPOSE OF THIS AGREEMENT

The purpose of this Services Agreement is to set out the terms and conditions on which we will provide you with our financial intermediary services set out in the Schedule of Supports (**Services**) under the Participant's National Disability Insurance Scheme (**NDIS**) plan (**NDIS Plan**) and NDIS budget pursuant to the NDIS Price Guide.

It is important to us that you or the Participant's representative understand the terms and conditions set out in this Services Agreement which relate to your use of our Services. If you have any questions, please contact us at payments@infocusdisability.org.au or via the 'Contact Us' website page.

COMPOSITION OF THIS AGREEMENT

This Services Agreement incorporates our General Terms and Conditions (**Terms**), and together with the Schedule of Supports, will constitute the entire agreement with respect to the supply of the Services to you (collectively called the **Agreement**). You confirm that you have read and understood each of those documents, and agree to be bound by this Agreement. You cannot use the Services if you do not accept this Agreement.

DURATION OF THIS AGREEMENT

This Agreement will be in effect from the date of this Agreement and last for the duration of the Participant's association with InFocus, or until terminated in accordance its terms set out below.

NDIS AND THIS AGREEMENT

The Parties agree that this Agreement is made in the context of the NDIS, which is a scheme that is managed by the National Disability Insurance Agency (**NDIA**). The NDIS 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.

SCHEDULE OF SUPPORTS

InFocus agrees to provide the participant **Financial Intermediary Services**. The supports and their prices are set out in the table below. All prices are GST inclusive (if applicable) and include the cost of providing the supports pursuant to the NDIS Pricing Arrangement and price limits.

DESCRIPTION OF SERVICE	NDIS Support Category	Rate
A one-off setup of the financial management arrangements for managing of funding of supports, including: Support planning, setting up myPlace portal, budget allocation, service bookings, etc	Set up costs 14_032_0127_8_3	\$232.35 per plan
Monthly Financial intermediary services including: Act on your behalf to claim payment for supports provided to you from your NDIS plan and pay your providers	Monthly processing 14_034_0127_8_3	\$104.45 per month

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.

CHANGES TO THE AGREEMENT

InFocus may amend this Agreement without providing the Participant with notice to ensure consistency with any reasonable adjustments to the Services provided, NDIS funding and/or for compliance under the NDIA, NDIS Act, and any other relevant laws.

When we make material changes to this Agreement, we will provide you with notice as appropriate under the circumstances, such as by displaying a prominent notice or 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 the Services 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 the Services under the new version of this Agreement, you may terminate your Services by providing us with written notice.

If the Participant requires changes to this Agreement, including amendments to the Schedule of Supports, we agree to discuss those matters with you and review the Agreement. Any changes to this Agreement and the Schedule of Supports must be in writing, signed and dated by the parties.

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 Schedule of Supports.

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, or 7 days after the new plan start date in the case of plan rollover or plan renewal with new plan dates. 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).

The price of the Services to be provided under this Agreement are also set out in the Schedule of Supports pursuant to 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.

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 **supports@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: supports@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.

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.

EMERGENCY EVENTS

In the event of a Natural Disaster such as a wide spread Flood event, major storm or Fire or a disease outbreak we may be required to evacuate clients from impacted areas. In such circumstances, we may temporarily suspend our services until it is safe to recommence services. Where orderly evacuations can occur, all clients will be evacuated according to the Emergency Evacuation Management Plan. In rapidly evolving events, we may need to evacuate locations, we will follow instructions from authorities or remain in place to ensure the safety of clients and/or workers where roads become unsafe for travel. We will keep you inform when this occurs. Where we must cease a service for safety we will contact the nominated emergency contacts. Where future services are suspended, we will generally contact you through electronic messages.

When planning service with Us, please discuss with us any specific concerns about disaster planning. Any specific requirements for disaster response can be included in your support plan, for instance if you live in a known flood zone and will lose power and communications during a flood and require alternate contact points. InFocus can also assist you with access to Disaster Planning Resources, please ask Us at your planning meeting.

Please note, InFocus is not an emergency response service. For client emergencies, please contact the appropriate emergency Service. The following website offers up to date contacts for different agencies which can assist in emergency and disaster situations. www.getready.qld.gov.au/during-disaster/queensland-emergency-contact-numbers, or the following contacts:

Lifeline 13 11 11

Energex 13 19 62

Poisons Health line 13 11 26

Police Fire Ambulance 000

If you need our assistance to plan for an emergency please let us know.

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 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 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 Plan Management team can be contacted on:

Phone	07 3339 8450
Email	supports@infocusdisability.org.au
Postal address	P.O. Box 156, Coorparoo QLD 4151

THE PARTIES AGREE TO THIS PROVISIONS OF THIS AGREEMENT

Executed as an agreement

Signature of Participant/ Participant's representative	Name of Participant/Participant's representative	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>
Signature of authorised person*	Name of authorised person	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>

* from Xavier Children's Support Network ABN 24 547 377 893 trading as **InFocus Disability Services**