

# Service Agreement

## Parties to this Agreement

This is an agreement for \_\_\_\_\_, a participant in the National Disability Insurance Scheme (NDIS), and is made between:

Participant Name/Nominee: \_\_\_\_\_

Participant NDIS Number: \_\_\_\_\_

**And Active Plan Management Pty Ltd (APM) for Plan Management Services.**

This agreement is for the duration of :

PLAN START DATE : \_\_\_\_\_

PLAN END DATE : \_\_\_\_\_

Thereafter APM will continue to provide services until either party terminates this agreement.

The parties 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 to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

## 1. Schedule of Supports

Active Plan Management is a registered provider of the following supports:

- **Plan Management**

Management of Funding for Support (Plan Management): Plan management is the financial management of the plan supports including making payment to providers, expense claim processing, providing monthly statements for participants and claiming for payment from NDIA. It can include plan management activities and/or financial intermediary services.

Support Item	Support description	Cost
Capacity Building 'Improved Life Choices' Plan Management – Financial Administration	A monthly fee for the ongoing maintenance of the financial management arrangements for the managing of funding of supports	\$104.45 pcm

## 2. Terms of this Agreement

### 2.1. Responsibilities of Active Plan Management

We have responsibilities to you in providing this service:

- To provide a service in line with the schedule of supports.
- To understand your plan and what you want to achieve from it.
- To provide staff who are knowledgeable, considerate and skilled.
- To ensure that information is up to date and well informed, however the information we provide is not legal or financial advice and is of a general nature.
- To keep your information private and confidential, and to keep accurate records.
- To ensure that our service is consistent with all relevant laws, including the National Disability Insurance Scheme Act 2013 and the Australian Consumer Law.
- To give the required notice to end the agreement.

## **2.2. Responsibilities of Participant/Nominee**

When you sign the Service Agreement, it means that you agree to do the things that are expected of you.

Your responsibilities include:

- Providing any information on any accessibility needs.
- Not relying on APM for your legal and financial advice and seeking independent legal and financial advice where necessary.
- Being polite and respectful to the staff who work with you.
- Being honest and truthful with information provided to APM.
- Letting us know if there are any problems.
- Letting us know if your NDIS plan changes, or if you stop using the NDIS.

## **2.3. What to do if you have a problem with us:**

If you are not happy with the service we are providing, one of our Directors will be happy to listen and take the necessary action.

The contact person is: Amanda Barham – Director of APM

Phone – 0450 404943

Email - [amanda@activeplan.com.au](mailto:amanda@activeplan.com.au)

### **Other people who can help:**

The National Disability Insurance Agency (NDIA) is available on 1800 800 110.

Alternatively, you can visit one of their offices or visit their website, [www.ndis.gov.au](http://www.ndis.gov.au), for more information.

Other agencies that may assist you are:

NSW Ombudsman                      ph. 1800 451 524                      w. [www.ombo.nsw.gov.au](http://www.ombo.nsw.gov.au)

Dept of Fair Trading                      ph. 133 220                      w. [www.fairtrading.gov.au](http://www.fairtrading.gov.au)

## **2.4. Changing or Terminating Your Agreement with APM**

If there are parts of this Agreement that you would like to discuss or change, please talk to APM. A staff member will listen and follow up on your request within 48 hours.

You may terminate this agreement by providing one month's notice in writing.

## **2.5. Personal information collection**

We collect information about you for the primary purpose of providing quality supports and services. This information will be used for :

- a. Administrative purposes for running our services
- b. Billing you/NDIS or other agencies if required
- c. Used within our service to ensure you are provided with quality supports
- d. Disclosure of information to the NDIA, the NDIS Quality and Safeguards Commission, or other government agencies if required
- e. Disclosure of information to health professionals to ensure high quality health care for you if needed
- f. Disclosure to other providers in order to provide appropriate services

Our Privacy and confidentiality policy is available upon request. This policy provides guidelines on the collection, use, disclosure and security of your information.

## **2.6. Goods & Services Tax (GST)**

For the purpose 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 the participants NDIS plan currently in effect under Section 37 of the NDIS Act;
- The participants NDIS plan is expected to remain in effect during the period the supports are provided; and
- The participant/participant's representative will immediately notify the provider if the participant's NDIS plan is replaced by a new plan or the participant stops being a participant in the NDIS.

### 3. Contact Details

**Participant** (please complete all sections)

Full Name	
Contact Number (Home/Mobile)	
Date of Birth	
Address	
Email	

**Nominee or Family Member**

Full Name	
Contact Number (Home/Mobile)	
Address	
Email	

**Provider (Active Plan Management)**

Office Phone	0450 404943
Email (general)	<a href="mailto:info@activeplan.com.au">info@activeplan.com.au</a>
Email (payments/invoicing)	<a href="mailto:accounts@activeplan.com.au">accounts@activeplan.com.au</a>
Mailing Address	Suite 438 9/318 Sydney Road, Balgowlah NSW 2093
ABN	82 630 104 782
NDIS Registered Provider No.	4050059656

## 4. Agreement Signatures

**The parties agree to the terms and conditions of this Service Agreement**

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Signature of participant  
(or participant's representative)

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Name of participant  
(or participant's representative)

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Date

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Signature of (authorised representative)  
Active Plan Management Pty Ltd.

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Name of (authorised representative)  
Active Plan Management Pty Ltd

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Date

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