


PATHWAY *Planning*

Plan Management Service Agreement

This Service Agreement sets out how Pathway Planning will deliver its Plan Management services to you.

Pathway Planning
Plan Management

 07 3543 0131

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SERVICE AGREEMENT

This Service Agreement is for a participant in the National Disability Insurance Scheme and is made between them and Pathway Planning.

This agreement will commence on the day of registration and end on the Participant's plan end date.

THE NDIS AND THIS SERVICE AGREEMENT

This Service Agreement is made for the purpose of providing supports under the Participant's National Disability Insurance Scheme (NDIS) plan.

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 disabilities, 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.

Pathway Planning will provide the following services within the terms of Pathway Planning's Conflict of Interest Policy. The supports and their prices are also in the Schedule of Supports at the end of this agreement. If you live in what is considered remote or very remote, these charges will increase as per the NDIS Pricing Arrangements.

14_033_0127_8_3 – Plan Management - Set up costs (one off cost)
- \$232.35 (National)
14_034_0127_8_3 - Plan Management - Monthly fee
- \$104.45 (National)

THE TERMS USED IN THIS AGREEMENT

As you read this agreement, you will come across a few terms. It is important you understand exactly what we mean by those. For a better understanding, please refer to their meanings below.

NDIS/NDIA

The NDIS means the National Disability Insurance Scheme as established by the National Disability Insurance Scheme Act 2013 (Cth). The NDIA is the National Disability Insurance Agency, which runs the NDIS.

Plan

Plan means the written plan developed with you and on your behalf by the National Disability Insurance and/ or their delegate (For example, your local area coordinator)

Customer/ Participant

Customer/ Participant means the person for whom the plan has been developed.

Our Services

The services are delivered to you by Pathway Planning.

Other Support Services

Services delivered by other Service Providers.

Commencement Date

The date on which you sign this agreement.

AGREEMENT

This Agreement is between Pathway Planning and the Participant and/or Representative. The Agreement commences on the Commencement Date and will continue until either you or Pathway Planning, terminates it in accordance with this Agreement. You can change who you elect to provide these services at any time, by giving 30 days' notice to us.

It is important you know that:

- Your Plan may be different from the details recorded in the NDIS portal; and
- Pathway Planning will provide services according to the details recorded in the NDIS portal if those details are different from your Plan.
- Pathway Planning will verify the records in the NDIS portal and will advise you by phone and email if the details recorded in the NDIS portal are different from your Plan.

You agree to:

- Pathway Planning accessing all the aspects of your Plan required to provide you with the services Pathway Planning provide to you.
- Pathway Planning discussing your NDIS Plan with the NDIA and its contractors (like Local Area Coordinators); and
- Pathway Planning discussing with Service Providers the Other Support Services that have been, or will be, delivered by them.
- Pathway Planning providing you with services in line with the terms set out in this Service Agreement.
- Be interviewed and have your records reviewed by third party accreditation and legislative bodies if required.
- The terms of Pathway Planning Privacy Policy. Take ultimate responsibility for selecting who will provide other Support Services and to let Pathway Planning know who those providers are, their contact details and the service agreements or arrangements you have with them. (Attach list to this Service Agreement)
- Only purchase supports that are reasonable and necessary as defined by the NDIA.
- Let Pathway Planning know about any concerns you have with any of the relevant supports which are being provided, including supports provided by Pathway Planning.
- Let us know if you suspend, change, or intend to change, your Plan, or if you are no longer a participant in the NDIS.
- Let Pathway Planning know if you suspend, change or intend to change your providers of Other Support Services. Any such changes must be in accordance with the service agreement/s you have with your provider's.
- Provide Pathway Planning with a copy of any updated or revised Plan as soon as reasonably possible.

OUR RESPONSIBILITIES

During the term of this Agreement, Pathway Planning will:

- Provide our services (as chosen by you) in a way that is consistent with all relevant laws, including the NDIS Act, the NDIS Rules, National Privacy Principles, and Australian Consumer Law.
- keep accurate and up-to-date records of all our services provided to you.
- communicate in a timely, professional manner.
- contact the NDIA about your Plan when necessary.

PAYMENTS

Pathway Planning will seek payment for our Services directly from the NDIA.

For our Plan Management services being delivered to you, Pathway Planning will pay for Other Support Services on your behalf, as long as:

- The support provider accepts the Pathway Planning Provider Participation terms.
- The support services satisfy the test for reasonable and necessary supports as defined by the NDIA; and claims for these services with the NDIA are successful. The NDIA may change its pricing from time to time. If that occurs, you will be notified. This agreement will then be updated to reflect any changes.

AUTOMATIC INVOICE APPROVAL

If you have opted to view and approve invoices for payment, you will have 1 day to do so. If no approval has been received by you, we will assume invoice is approved and will proceed with payment, this is to ensure Service providers are paid in a timely manner.

TERMINATION

Either you or Pathway Planning may terminate this Service Agreement at any time.

Thirty (30) days prior notice of termination must be given, in writing. This notice period will be waived if the termination is due to a serious breach of this Service Agreement by the other Party.

If you notify us that you want to terminate this Service Agreement, Pathway Planning will:

- Notify the NDIA and the service providers which are providing supports to you under your Plan that we will no longer be acting as your intermediary once the 30-day notice period is up. We will also notify them that we will only accept claims for payment up to the date on which this Agreement ends.

FEEDBACK, COMPLAINTS, AND DISPUTES

Pathway Planning will provide you with a copy of our Internal complaints process and will be discussed on a six-monthly basis. You may give us feedback or make a complaint by:

- If the Participant wishes to give the Provider Feedback or have concerns about the services being provided, the Participant can talk to the Director by telephone on *04 0230 7123*.

If the Participant is not satisfied or does not want to talk to this person, the Participant can contact the National Disability Insurance Agency by calling *1800 800 110*, visiting one of their offices in person, or visiting their website at www.ndis.gov.au for further information.

ONGOING SERVICES

For Pathway Planning to be able to continue our services, this agreement will be perpetual. Upon completion of the current NDIS plan, this agreement will continue, and Pathway Planning will regularly review the NDIS plan for any changes that may occur. These possible changes will be updated in this agreement, to ensure you continue receiving our quality support services. Pathway Planning and the participant may choose to terminate this agreement at any time, rendering 30 days written notice.

CLAIMABLE SERVICES

Non-face to face support Provision

This includes research/preparation specifically linked to the participant's needs and the achievement of the participant's goals and aspirations. Also included is the communication with mainstream government/ supports, informal supports, community services and Allied Health teams.

Provider Travel - Non-Labour Costs

Vehicle running expenses to and from the participants' home in Kilometres. costs set by the NDIS price guide for a non-modified vehicle is up to \$1.00 per Kilometre.

GOODS AND SERVICES TAX (GST)

For GST legislation, the parties confirm that:

- Goods and services provided in Australia are subject to subsection 38-38 of the New Tax System (Goods and Services Tax) Act 1999.
- The Parties confirm that the supply of Pathway Planning 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 NDIS Act, in your Plan.
- Goods and services tax (GST) may be payable on Other Support Services provided to the Customer by a service provider even if that provider is not a registered service provider with the NDIA. If so, the GST payable will be funded by the Customer's Plan.

The Provider

<i>Name</i>	Pathway Planning
<i>Email</i>	director@pathwayplanning.com.au or admin@pathwayplanning.com.au
<i>Phone</i>	07 3543 0131

SCHEDULE OF SUPPORTS

Pathway Planning current fee structure uses the following line items:

Support	Description of Support How the Support will be provided	Price and Payment
<p>14_033_0127_8_3 <i>Plan Management Financial and Service Intermediary – Set up costs (one off cost)</i></p>	<p>Duties will include, but are not limited to:</p> <ul style="list-style-type: none"> - Initial consultation - Loading of client details into client management system - Setting up client account within finance system - Service bookings Budget allocation 	<p><i>\$232.35 (National)</i> <i>One off cost</i></p>
<p>14_034_0127_8_3 <i>Plan Management – Financial administration (monthly fee)</i></p>	<ul style="list-style-type: none"> - Reconciling client balances - Paying supplier invoices on behalf of client - Processing client re-imbusement claims Tracking expenditure against client budget - Monthly statements of expenditure and available funding - Assisting with purchases 	<p><i>\$104.45 per month (National)</i></p>