

### 1. The NDIS and this Service Agreement

1.1 The parties to this agreement are the NDIS Participant (or their authorised representative) "the client" and Boon Consulting "the provider".

1.2 This service agreement will commence on the date the participant registration form is submitted and will continue until such time as the agreement is terminated. When a new NDIS plan is approved by the NDIA, the provider will require the client to confirm in writing that the services as detailed in this service agreement.

1.3 This service agreement is made for the purpose of providing plan management support under the client's NDIS plan.

1.4 The parties agree that this service agreement is made in the context of the [National Disability Insurance Scheme \(NDIS\)](#), which is a scheme that aims to:

- a. support the independence and social and economic client of people with disability; and
- b. enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

### 2. Schedule of Supports

2.1 The provider is registered with the National Disability Insurance Agency (NDIA) to provide Plan Management services to NDIS participants. The services provided are set out by the NDIA and can be viewed on their [website](#).

2.2 The following activities fall within the scope of plan management and are included in the monthly fee:

- a. reviewing invoices for accuracy and adherence to the [NDIS Pricing Arrangements and Price Limits](#) (PAPL), [Operational Guidelines](#), and legislation,
- b. processing invoices and claiming funds from the NDIS,
- c. making payments to providers and reimbursements to clients,
- d. advising clients on the appropriate use of their NDIS funding,
- e. advising clients on the use of their approved budgets, support line items, and pricing limits,
- f. generating and sending monthly claim statements,
- g. forecasting expenditure and providing advice on ensuring the available funding lasts the duration of the plan,
- h. maintaining records of invoices and approvals for payments and service agreements when supplied, and
- i. responding to general questions regarding NDIS funded supports or services.

### **3. Responsibilities of the Provider**

3.1 The provider agrees to:

- a. communicate openly and honestly in a timely manner,
- b. treat the client with courtesy and respect,
- c. give the client information about managing complaints or disagreements,
- d. listen to client feedback and resolve problems quickly,
- e. give the client the required notice if the provider needs to end the service agreement (see 'Ending this Service agreement' below for more information),
- f. protect the client's privacy and their confidential information,
- g. provide supports in a manner consistent with all relevant laws, including the *National Disability Insurance Scheme Act 2013* and *Rules*, and Australian Consumer Law, and
- h. keep accurate records on the supports provided to the client.

### **4. Responsibilities of the Participant and their Representatives**

4.1 The client and their representatives agree to:

- a. treat the provider with courtesy and respect,
- b. talk to the provider if the client has any concerns about the supports being provided,
- c. give the provider the required notice if the participant needs to end the service agreement (see 'Ending this service agreement' below for more information), and
- d. let the provider know immediately if the client's NDIS plan is suspended or replaced by a new NDIS plan or the client stops being a participant in the NDIS.

4.2 The client must also ensure that the provider has reasonable and timely access to the information required to fulfil their obligations under the NDIS Act 2013, related legislative instruments, and NDIA operational guidelines. This includes but is not limited to:

- a. providing a copy of the current NDIS plan as soon as it is available, and
- b. providing a copy of the participant's Impairment Notice as soon as it is available.

4.3 Please be aware that the provider may not be able to process any claims, offer advice, or create budget forecasts without the documents listed above.

### **5. Responsibility for payment of non-claimable invoices**

5.1 The client and their representatives understand that they will be responsible for the payment of invoices for services or products if:

- a. a debt is raised by the NDIA if a non-compliant claim is made based on the information provided by the participant or their representative,
- b. the service or product does not fall within the scope of the participant's plan,
- c. the date of service or date of purchase of a product falls within a funding period that has exhausted the available funding within that funding period, and
- d. providing false or misleading information regarding the service or product and how it relates to the participants funded disability and goals.

## **6. Fees**

6.1 Plan management fees are set by the NDIA and currently comprise of a monthly fee for the ongoing maintenance of the financial management arrangements for managing claims and queries related to the participants NDIS supports.

6.2 This fee is charged on the last day of each month, whilst the service agreement remains in effect. Currently, this fee is set to \$104.45 per calendar month.

6.3 These fees will be claimed directly from NDIS funding, and no invoices will be supplied. The monthly statement of claims will include information regarding this fee.

6.4 These fees do not affect the use of any other budget in an NDIS plan and are a flat fee regardless of the number of invoices processed, or other support provided.

## **7. Changes to this Service Agreement**

7.1 If changes to the supports or their delivery are required, 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.

## **8. Ending this Service Agreement**

8.1 This service agreement is perpetual and does not need to be resigned when a new NDIS plan is approved, however, the provider will ensure that the client wishes to continue the services as detailed in this agreement at the commencement of each new NDIS Plan.

8.2 Should either party wish to end this service agreement they must give one (1) weeks' notice. This time allows for the creation of Off-Boarding reports, statements, and finalization of any outstanding claims or reimbursements. All documentation required for a smooth transition to a new plan manager will be provided to the participant or their representative, as well as the new plan manager if requested.

8.3 All documentation, correspondence and claim information will be held by the Provider for the minimum legally required timeframe of seven (7) years. During this time, the participant or their representative may request access to any of these records at any time. If this request is made, the Provider will share the requested records within 7 business days.

8.4 If either party breaches this service agreement this requirement of notice will be waived, and services can be ceased immediately.

## 9. Provider Information

|                     |                                                                        |
|---------------------|------------------------------------------------------------------------|
| Email for invoices: | <a href="mailto:pm@boonconsulting.com.au">pm@boonconsulting.com.au</a> |
| SMS number:         | 0400 615 619                                                           |

|                           |                                   |
|---------------------------|-----------------------------------|
| Senior Plan Manager       | Lindsay Hayes<br>(02) 6106 9858   |
| Client & Business Support | Danni Pemberton<br>(02) 6106 9989 |

|                                                                                   |                                                                                       |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| ABN: 60 151 270 073                                                               | NDIS Provider Number: 4050039620                                                      |
| Website: <a href="http://www.boonconsulting.com.au">www.boonconsulting.com.au</a> | Email: <a href="mailto:office@boonconsulting.com.au">office@boonconsulting.com.au</a> |