



EMMJ Disability Services Pty Ltd

T/A Rise and Shine Disability Support

ABN#74641015830

Service Agreement for the provision of Financial Administration of an NDIS Plan Parties:
This Service Agreement is between **EMMJ Disability Services Pty Ltd trading as Rise and Shine Disability Support** and the participant /nominated representative

Participant: _____ NDIS Participant # _____

Date of birth: _____

This Service Agreement will be in effect from today for the duration of the participant's association with **EMMJ Disability Services Pty Ltd**, until we are notified otherwise in writing by the participant/nominated representative.

This Service Agreement is to engage the services of **EMMJ Disability Services Pty Ltd**, upon acceptance of this service agreement, the participant/nominated representative will provide their NDIS Plan details and NDIS Number to **EMMJ Disability Services Pty Ltd** as above.

Schedule of Supports:

EMMJ Disability Services Pty Ltd agrees to provide the participant financial administration of their NDIS Plan.

Responsibilities and supports are set out in the below and the price for this service is per outlined in the NDIS Plan of the participant.

Additional expenses (i.e. things that are not included as part of a Participant's NDIS supports) are the responsibility of the Participant/Nominated representative and are not included in the cost of supports.

Responsibilities of Provider (EMMJ Disability Services Pty Ltd)

- Provide financial administration services of the participants NDIS Plan
- Pay Supplier invoices on behalf of the client in a timely manner
- Process Client reimbursement claims
- Provide Monthly Statements of expenditure and available funding upon request
- Engage in client liaison – emails and telephone calls

- Consult with the participant/nominated representative on request, regarding decisions about how funds are spent
- Communicate openly and honestly in a timely manner
- Treat the participant/nominated representative with courtesy and respect
- Listen to the participant/nominated representative's feedback and resolve problems as quickly as possible
- Forward the participant/nominated representative feedback and complaints policy upon commencement of plan management with EMMJ Disability Services Pty Ltd
- Protect the participant's privacy and confidential information as per EMMJ Disability Services Pty Ltd Management Policies and Procedures

Responsibilities of Participant/Nominated representative:

I agree to:

- Verify with EMMJ Disability Services Pty Ltd the availability of funds in your NDIS Budget before engaging a provider or receiving any supports under your NDIS Plan,
- Forward Provider/supplier invoices and information to EMMJ Disability Services Pty Ltd within 24 hrs of receiving the support to invoices@riseandshinedisability.com.au
- Approve invoices for payment within 24 hrs of receiving notification of approval required or by forwarding an on-going authorisation for payment form upon commencement of support
- Not forward any invoices for payment that are not covered or not considered covered as part of the NDIS Participant's Plan or what the NDIA define as reasonable and necessary
- Treat EMMJ Disability Services Pty Ltd staff with courtesy and respect
- Discuss any issues or concerns about our service with EMMJ Disability Services Pty Ltd
- The participant/nominated representative will provide bank details if necessary, for any reimbursement claims
- Immediately notify EMMJ Disability Services Pty Ltd of any NDIS Plan reviews/plan replacement, suspension or changes made to the plan or if the plan ceases at any time
- Be contacted if required for regulatory or auditing purposes, to discuss our services and have your records reviewed by relevant third parties
- Receive documents and updates electronically, but you may contact us at anytime if you wish to receive information in another way
- Will not participate in, encourage or advocate an illegal activity or violate any law, statute or regulation in your dealings with EMMJ Disability Services Pty Ltd
- Must not attempt to restrict another user from using or enjoying the plan management service
- You must not encourage or facilitate violations of these Terms or any other EMMJ Disability Services Pty Ltd terms or policies.
- Will not publicly act in any way to harm the reputation of EMMJ Disability Services Pty Ltd or any associated or interested parties or do anything contrary to the interests of EMMJ Disability Services Pty Ltd
- EMMJ Disability Services Pty Ltd reserve the right to raise any concerning conduct or behaviour with you and will seek a satisfactory resolution

Fees for Service

From the start date of this service agreement, we will automatically invoice NDIA for the plan management services we provide to you. Should NDIA amend any rates associated with this service we will automatically update our fees in line with the NDIS Price Guide. You will not be required to sign another fee or service agreement.

Sharing of information

Providing you Plan Management Services may at times require us to communicate with your other services providers, such as, but not limited to Therapists, Support Coordinators and other general providers. By signing this agreement you are giving EMMJ Disability Services Pty Ltd permission to communicate with your other providers or people involved the access of services, regarding your financial aspects of your plan as required.

Feedback or Complaints

You may provide feedback through our info@riseandshinedisability.com.au email address OR You can Call Mellinda on: 0401 573 377 or Elizabeth on 0405 924 792

You can also make a complaint with the NDIS commission: You can do this first or you can do this at anytime:

Phoning: 1800 035 544 (free call from landlines) or TTY 133 677. Interpreters can be arranged

Or you can make a complaint on the NDIS Commission website:

<https://www.ndiscommission.gov.au> › about › complaints

<https://forms.business.gov.au/smartforms/se rvlet/SmartForm.html?formCode=PRD00-OCF>
Service Agreement Amendments

Cancellation of Service

If for any reason you would like EMMJ Disability Services Pty Ltd to cease providing support to you, we will require 1 months' notice in writing to cease support and will charge the full monthly fee during that month.

We will no longer be responsible for payment of any invoices that were not forwarded for payment before the cessation of our service, even if the invoices are dated within our service delivery timeframe.

Once our service booking is cancelled on the NDIS portal we can no longer make provider invoice payments.

If any changes to this Service Agreement are needed, EMMJ Disability Services Pty Ltd will notify you in writing by email of any amendments and these will be considered accepted by you unless notification in writing is received by EMMJ Disability Services Pty Ltd with 7 calendar days.

I, _____ as the participant/nominated representative understand and accept all terms as set out in the above service agreement.

_____ Signed _____ Dated _____

Disclaimer

EMMJ Disability Services Pty Ltd is not responsible to determine what is reasonable and necessary and follow all ndis guidelines with approving invoices and as set out in participant's plan. It is the responsibility of the participate to deem what they feel is reasonable and necessary in accordance with NDIA guidelines and supporting documentation will be requested prior to approval of items not specified in a participants plan and is at the responsibility of the participate if the ndis determine at a later date this was not covered in the plan and repayment of government funds is that of the participants. Inappropriate use of NDIA funds or fraud are serious matters and are not the responsibility of EMMJ Disability Services Pty Ltd.

Information provided by EMMJ Disability Services Pty Ltd is done so in good faith, to the best of our knowledge and is considered to be correct at the time of communication, however, changes may affect this accuracy and EMMJ Disability Services Pty Ltd gives no assurances as to the accuracy of any information or advice given.

Any advice provided by EMMJ Disability Services Pty Ltd outside of the scope of services set out in this Service Agreement shall be considered general in nature. EMMJ Disability Services Pty Ltd shall not be liable for any failure of, or delay in the performance of this Service Agreement for the period that such failure or delay is:

- beyond the reasonable control of a party;
- materially affects EMMJ Disability Services Pty Ltd's performance of any of its obligations under this Service Agreement; and
- could not reasonably have been foreseen or provided for (such as government acts prohibiting or impending any party from performing its respective obligations under the Service Agreement).

Nothing in this Service Agreement negates or diminishes the statutory guarantees of the supply of services to the participant in accordance with the Australian Consumer Law.

EMMJ Disability Services Pty Ltd accepts in good faith the information provided by the participant to be true and accurate and that claims presented by EMMJ Disability Services Pty Ltd are a true reflection of goods and services provided to the Customer pursuant to the NDIS Guidelines under the National Disability Insurance Scheme Act (Cth) 2013.