

# InFocus Plan Management Service Agreement for provision of Financial Intermediary Services

**Last updated 11-03-2021**

In this Service Agreement, "InFocus", "us", "we" or "our" means InFocus Disability Services (ABN 24 547 377 893).

It is important to us that "you", means the Participant or Participant representative understand these terms and conditions which relate to your use of our services. If you have any questions, please contact us at [payments@infocusdisability.org.au](mailto:payments@infocusdisability.org.au) or via the 'Contact Us' website page.

This Service Agreement is between InFocus Disability Services and the Participant/Participant's representative in the National Disability Insurance Scheme. This Service Agreement will be in effect from today for the duration of the Participant's association with InFocus Disability Services, or until we are notified otherwise in writing by the Participant/Participant's representative.

## **NDIS AND THIS SERVICE AGREEMENT**

This Service Agreement is made for the purpose of providing Plan Management – Financial Administration services under the participant's NDIS plan and the NDIS Price Guide.

To engage the services of InFocus, upon acceptance of this Service Agreement, the Participant/Participant's representative will provide their NDIS plan details, funds are available on the NDIA Portal for the purpose of this agreement and NDIS Number to InFocus.

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.

## **SCHEDULE OF SUPPORTS**

InFocus agrees to provide the participant financial intermediary services. The supports and their prices are set out in the NDIS Price Guide. All prices are GST inclusive (if applicable) and include the cost of providing the supports.

## RESPONSIBILITIES OF INFOCUS

InFocus agrees to:

- provide financial intermediary services
- reconcile Participant's balances
- pay supplier invoices on behalf of Participant
- process Participant's reimbursement claims
- provide monthly statements of expenditure and available funding upon request
- Participant/Participant's representative liaison – emails, phone calls etc
- 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
  - consult the Participant 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
  - provide access to regular invoices and statements of the supports delivered to the Participant
  - keep track of your spending and budget

## RESPONSIBILITIES OF PARTICIPANT / PARTICIPANT'S REPRESENTATIVE

The Participant/Participant's representative agrees to:

- inform InFocus about how they wish the supports 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 supports 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 supports or services.
- let InFocus know 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.
- InFocus Service Agreement for plan management will automatically roll over for a further 12 months unless you provide written notice that you do not wish to renew the contract at least 14 days before the initial term expires (see 'Ending this Service Agreement' below for more information)

## CHANGES TO THE AGREEMENTS

Occasionally we may make changes to the Agreements for valid reasons, such as reasonable adjustments to the Service, and for legal or regulatory reasons. When we make material changes to the Agreements, we'll provide you with notice as appropriate under the circumstances, e.g., by displaying a prominent notice or seeking your agreement within the Service or by sending you an email. In some cases, we will notify you in advance, and your continued use of the Service after the changes have been made will constitute your acceptance of the changes. Please therefore make sure you read any such notice carefully. If you do not wish to continue using the Service under the new version of the Agreements, you may terminate your services by contacting us.

## PARTICIPANTS BUDGETS TO BE MANAGED

The Participant/Participant's representative will provide InFocus details of their support budgets as per the Participant's current NDIS plan.

If the support categories or budgets change, the Participant/Participant's representative agrees any changes will be submitted immediately in writing to InFocus.

## CHANGES TO THE PLAN

The Participant/Participant's representative, agrees to immediately notify InFocus and provide relevant plan details in writing, if the Participant's NDIS Plan is replaced by a new plan, or the Participant ceases to be a participant in the NDIS.

## PRICING

InFocus will claim directly an one-off (per plan) fee for setting up the financial management arrangements, and a monthly fee for the ongoing maintenance of the financial management arrangements 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)

## PAYMENTS

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 approvals. The Participant will verify and approve invoices for services provided prior to payment. InFocus does not verify that services have been provided.

The Participant acknowledges that InFocus is not obliged to arrange payment to the Participant or Provider for the supports which:

- Are not funded under the NDIS;
- Are not accepted as valid claims by the NDIA (or by such other entity on behalf of the NDIA);
- Are not in Participants' plan;
- Do not fit the definition of 'reasonable and necessary' as defined by the NDIA; or
- Are not within the scope of InFocus' Plan Managed amounts;
- Are submitted to InFocus in an invoice format that does not comply with Australian Taxation Office (ATO) legal requirements

By nominating 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 supports are delivered, the service provider or Participant/Participant's representative will claim payment for those supports from InFocus – by forwarding an invoice to [payments@infocusdisability.org.au](mailto:payments@infocusdisability.org.au)

## CANCELLATION POLICY

If an appointment needs to be cancelled, or there needs to be a change to a scheduled appointment, Participants are to advise InFocus by no later than Two (2) clear business days' notice.

There will not be a charge if InFocus cancels the supports. If the Participant cancels a scheduled appointment but the Participant fails to give notice as outlined above.

## PROVIDER ASSURANCE STATEMENT

For Participants who are not self-managed, the NDIS relies on registered support providers to lodge payment requests through the MyPlace portal on behalf of these Participants for services provided. The Provider Assurance Programme ensures accuracy of these claims submitted by the registered provider by the maintenance of full and accurate records of supports. InFocus maintains detailed staff rostering, staff time and attendance records which can be accessed by the NDIS or Participant at any time upon request.

By signing this Service Agreement, the Participant acknowledges that InFocus meets the requirements of the Provider Assurance Programme in the maintenance of accurate support provision records.

## **STARTING AND ENDING THIS SERVICE AGREEMENT**

Your agreement with us will commence on the date the Terms are accepted and will remain in place until one or both parties notify each other of their intention to terminate the agreement.

Should either party wish to terminate this Service Agreement they must give 14 days' notice or when the plan ends, whichever comes first. If either party seriously breaches this Service Agreement the requirement of notice will be waived.

## **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 [https://www.infocusdisability.org.au/contact\\_us/feedback](https://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](http://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.

## **PRIVACY**

Your privacy is important to us. You consent to the use, transfer and disclosure of personal information by us in accordance with our Privacy Policy.

## GOODS AND 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 supports specified in the statement included under subsection 33 (2) of the National Disability Insurance Scheme Act 2013 (NDIS ACT), in Participant's NDIS plan currently in effect under section 37 of the NDIS act.
- The Participant's NDIS plan is expected to remain in effect during the period the supports are provided

## Contact Us

InFocus can be contacted on:

<b>Phone</b>	<b>07 3339 8450</b>
<b>Email</b>	<u><a href="mailto:payments@infocusdisability.org.au">payments@infocusdisability.org.au</a></u>
<b>Office address</b>	284 Pine Mountain Road, Mt Gravatt East QLD 4122

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*Disclaimer :*

*InFocus Disability Services information is provided in good faith, to the best of our knowledge and is considered to be correct at the time of communicating, however, changes may affect this accuracy therefore InFocus Disability Services gives no assurance as to the accuracy of any information or advice given.*

*Any advice given by InFocus Disability Services outside of financial intermediary advice shall be considered general in nature. InFocus Disability Services 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;*

1. *Beyond the reasonable control of a party,*
2. *Materially affects the performance of any of its obligations under this agreement, and*
3. *Could not reasonably have been foreseen or provided against*

*Nothing in the InFocus Disability Services service agreement negates or diminishes the statutory guarantees regarding the supply of services the Participant/nominated representative receive under The Australian Consumer Law (Competition and Consumer Act 2010-Schedule2)*

*InFocus Disability Services takes in good faith the information provided by the Participant/nominated representative to be true and accurate, and that claims presented to InFocus Disability Services are a true reflection of goods and services provided to the Participant in line with the NDIS guidelines (National Disability Insurance Scheme Act 2013).*