

InFocus Plan Management Terms

Last updated 01-01-2020

In these terms and conditions, "InFocus", "us", "we" or "our" means InFocus Disability Services (ABN 24 547 377 893).

It is important to us that you understand these terms and conditions which relate to your use of our services. If you have any questions, please contact us at enquiries@infocusdisability.org.au or via the contact us page.

Introduction

Thank you for choosing InFocus Disability Services. InFocus provides a personalized support arrangement that enables people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their support.

This agreement comes into existence once you accept these Terms by clicking the "I agree" button on our signup page.

Your agreement with us includes these terms and any additional terms that agreed to, as discussed in the Entire Agreement section below (collectively, the "Agreements"). The Agreements include terms regarding future changes to the Agreements, schedule of supports, payments, cancellations, privacy, feedback and complaints. If you wish to review the terms of the Agreements, the current effective version of the Agreements can be found on the InFocus website. You acknowledge that you have read and understood the Agreements, accept these Agreements, and agree to be bound by them. If you don't agree with (or cannot comply with) the Agreements, then you may not use InFocus plan management.

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.

Eligibility

To be eligible for the InFocus Plan management service, you

- Are at least 18 years old;
- Have the right, authority and capacity to enter into this agreement;
- Will abide by the terms, relevant policies and rights and responsibilities of this agreement; and
- Having plan management funding included as part of your NDIS plan.

Schedule of supports

InFocus agrees to provide the participant with supports as outlined and agreed in their Schedule of Supports. The supports and their prices are set out in the Schedule of Supports. 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 client balances
- pay supplier invoices on behalf of client
- process client reimbursement claims
- track expenditure against client budget
- provide monthly statements of expenditure and available funding upon request
- client 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

Responsibilities of the participant/participant's representative

The participant/participant's representative agrees to:

- provide accurate and relevant personal details necessary for the delivery of the InFocus Plan management service,
- 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,
- Ensure that providers engaged directly with you are responsible for the quality and actual service provision as well as their own safety. They will have their ABN and are responsible for their own business activity as an business entity,
- Ensure that the providers that you engage with have the relevant insurance for public liability, medical malpractice and personal injury,
- meet all the legal requirements and obligations if you engage a private worker/s or a contractor/s,
- Ensure all invoices provided from the Provider for payment reflect the services and costs agreed with the Participant and the costs or rates charged are not to be higher than the scheduled NDIS Price Guide,
- Ensure that supports, services or goods are 'reasonable and necessary' as defined by the NDIS,
- Talk to InFocus if the participant has any concerns about the supports being provided,
- Give InFocus the required notice if the participant needs to end the Service Agreement (see "Starting and ending this agreement" below for more information).

Provider Payments

InFocus endeavors 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 and agrees 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 service 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.

Pricing and Payment Terms

InFocus reviews and updates its prices annually in line with the NDIS pricing review. The current NDIS Price Guide can be found on [NDIS website](#).

InFocus will claim directly from the NDIA an initial setup cost and an agreed monthly fee for the provision of support as agreed in Schedule of Supports – Improved Life Choices (Support Category 3.14), upon acceptance of the service agreement.

Starting and ending this agreement

This agreement 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 agreement they must give 14 days' notice in writing. If either party seriously breaches this agreement the requirement of notice will be waived.

Entire Agreement

Other than as stated in this section or as explicitly agreed upon in writing between you and InFocus, the Agreements constitute all the terms and conditions agreed upon between you and InFocus and supersede any prior agreements in relation to the subject matter of these Agreements, whether written or oral.

Please note, however, that certain aspects of your use of InFocus Service may be governed by additional agreements. That could include, for example, access to the Service as a result of a free or

discounted pilot, or together with other services. When you are presented with an offer for such aspects of your use, you will be presented with any related additional agreement, and you may have an opportunity to agree to additional terms. To the extent that there is any irreconcilable conflict between any additional terms and these Terms, the additional terms shall prevail.

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 [online feedback form](#) at 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 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. Your 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

GENERAL ENQUIRIES

1800 928 437

enquiries@infocusdisability.org.au