

Terms of Agreement

1. Purpose of this Agreement

- (a) This Agreement is made in accordance with the rules and the goals of the NDIS and for the purpose of providing the Plan Management Services to you in accordance with your Plan.
 - (b) This Agreement is made in the context of the NDIS, which is a scheme that aims to:
 - (1) Support the independence and social and economic participation of people with a disability, and
 - (2) Enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.
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2. Words used in this agreement

2.1 Definitions

In this Agreement:

Agreement means this agreement and includes any schedules and annexures.

Health Assure, us or we means Health Assure Plan Management.

Participant or Client means the NDIS participant as identified on page 1 of this Agreement.

Commencement Date means the date on which you sign this Agreement.

NDIA means the National Disability Insurance Agency, which runs the NDIS.

NDIS means the National Disability Insurance Scheme as established by the NDIS Act.

NDIS Act means the National Disability Insurance Scheme Act 2013 (Cth) (as amended or replaced from time to time).

NDIS Rules means any rules or other legislative instruments made under the NDIS Act.

Support Providers means services and supports delivered to you by other service providers including health care and allied health providers.

Our Services means Plan Management and financial intermediary services provided to the participant of Health Assure Plan Management.

Plan means the written Plan developed with you and on your behalf by the National Disability Insurance Agency or their delegate (for example, your Local Area Coordinator).

Plan Management means the Plan Management Services and supports you agree for us to provide and we agree to provide to you, following the process set out in clause 4(a).

Consent to Share enables you to give signed consent for Health Assure employees to discuss your personal and Plan information over the phone, via email or face to face with any additional contacts as advised by you.

Guardian / Authorised Representative / Nominee is someone who has permission to act on your behalf. They may give us consent to share information with additional contact people. This information may include your current budget amounts, invoices and providers you have engaged with, your details and your representative details.

Additional Contact Person is someone you can nominate for us to contact if we cannot reach you. You can choose if you would like them to have access to view your Health Assure Portal and/ or monthly statements. You can decide if you consent to Health Assure sharing information with this person.

Monthly Statements is a summary of your budgets and spending from your Plan Managed NDIS funding for the month. You can tell us if you would not like to receive these or you can nominate someone else to receive them on your behalf.

2.2 Interpretation

In this Agreement:

- (a) A reference to a word includes the singular and the plural of the word and vice versa;
 - (b) If a word or phrase is defined, then other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
 - (c) A reference to a party is a reference to a party to this Agreement and includes a reference to that party's successors and permitted assigns; and
 - (d) The term 'including', 'e.g.', 'such as', 'particularly' or any similar expression is not used as, nor is intended to be interpreted as, a term of limitation.
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3. Commencement

- (a) The Agreement commences on the Commencement Date and will continue until either you or Health Assure terminates it in accordance with clause 11.
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4. Health Assure Responsibilities

We Will:

- (a) Pay Support provider invoices on behalf of the NDIS participant.
- (b) Provide information to support providers about tax invoice requirements so invoices are paid promptly.
- (c) Process reimbursement claims.
- (d) Confirm the invoice approval process that the Participant / Nominated Representative requires prior to payment by us.
- (e) Provide access to up-to-date information about amounts claimed against the Participants Plan budget and remaining Plan balances.
- (f) Provide monthly statements of expenditure and available funding upon your request.
- (g) Provide access to our specialist support team to assist with questions about the Plan including funding utilisation.
- (h) Communicate openly and honestly with you in a timely and professional manner.
- (i) Treat the Participant / Nominated Representative with courtesy and respect. Act with integrity, honesty and transparency.
- (j) Treat you with dignity and respect always and value your legal and human rights.
- (k) Listen to the Participant / Nominated Representative's feedback and resolve problems together.
- (l) Advise the Participant of our feedback and complaints policy.

Plan Management Service Agreement

Version: 1

Approved By: MT / KH

Approval Date: 01/23

Next Scheduled Review: 01/25

- (m) Protect the Participant's privacy and maintain confidentiality of personal information in accordance with the Privacy Act 1988.
 - (n) Observe and investigate any incidents that occur and comply with the NDIS (Incident Management and Reportable Incidents) Rules 2018. We will involve the Participant in the investigation and determine actions/outcomes.
 - (o) Listen to the Participant / Nominated Representative's feedback and resolve problems with you together.
 - (p) Provide our Services only to the amount funded in the Participant's NDIS Plan.
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5. Fees for Plan Management

- (a) Health Assure will claim directly from the NDIA a set-up fee (if applicable) and monthly fee for the provision of Our Services as set out in the [NDIS Price Guide](#).
 - (b) The prices we charge you will be automatically adjusted to reflect the prices outlined in the most up to date NDIS Price Guide.
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6. Goods and services tax

- (a) The parties agree that:
 - (1) The supply of Our Services under this Agreement is the 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 currently in effect under section 37 of the NDIS Act;
 - (2) Your Plan is expected to remain in effect during the period Our Services are provided; and
 - (3) The Client or their representative will immediately notify Health Assure if your Plan is replaced by a new Plan or if the Client stops being a participant in the NDIS.
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7. Responsibilities of the Client

You and your Representatives agree to:

- (a) Tell us how you wish for Our Services to be delivered to meet your goals and needs.
- (b) Treat all Health Assure staff, workers and others present during the delivery of support and services with respect and abide by Health Assure's Policies.
- (c) Talk to us if you have any concerns about the Plan Management Services we are providing; or if you have any concerns about invoicing from a Support Provider.
- (d) Give us the required notice to end this agreement (see Termination of Plan Management Services).
- (e) Keep Health Assure informed of any change in circumstances that will likely affect the delivery of Plan Management Services or impact this Agreement such as, where you live, guardianship and care arrangements.
- (f) Let us know if the circumstances change regarding the Participant's Nominated Representative or Support Coordinator.
- (g) Be contacted to discuss Our Services and have your records reviewed by third parties if required for regulatory or auditing purposes.
- (h) Let us know if the Participant's NDIS Plan is suspended or replaced by a new Plan or the participant stops being a participant in the NDIS.

Plan Management Service Agreement

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- (i) Provide Health Assure with a copy of any updated or revised Plan as soon as reasonably possible.
- (j) Health Assure providing documents and email updates to you electronically; and
- (k) Inform Health Assure if you do not want to receive documents or email updates electronically.

You agree we can:

- (l) Access the Participant's NDIS funding that has been made available through the NDIS Plan via the NDIS online portal (MyPlace).
- (m) Use the information on the Participants online portal to set up their Plan Management Services and begin processing invoices and reimbursements.
- (n) Discuss the participants Plan with the NDIA and/or its delegates (such as the Local Area Coordinator or Support Coordinator).
- (o) Discuss with Support Providers services that have been or intending to be delivered by them to the Participant.
- (p) Automatically renew this agreement following each Plan review (unless you tell us not to).

8. Initial Meeting

When conducting Our Services we will arrange an Initial Meeting with you.

- (a) Provide information about our respective responsibilities to ensure supports are aligned with your NDIS Plan.
- (b) Confirm there is sufficient NDIS funding for Plan Management (Improved Life Choices) supports.
- (c) Confirm the invoice approval process that the Participant /Nominated Representative requires prior to payment by us.
- (d) Confirm the visibility over invoices sent to us for payment.
- (e) Provide details about what our process is to receive invoices, manage and pay invoices.
- (f) Provide information to the Participant / Nominated representative about our feedback and resolution policy.

9. Privacy

- (a) Your privacy is important to us. When we provide the Services to you, we will collect, use, disclose and store information about you. The information is known as Personal Information and Sensitive Information.
- (b) Our Privacy and Dignity Policy defines what this Personal Information and Sensitive Information is and how we collect, use, store and disclose this information. You should read our Privacy and Dignity Policy carefully – it contains important information. You do not have to consent to us collecting, using, storing and disclosing this information.
- (c) You are able to make decisions about your Personal Information and Sensitive Information including about how we collect, use, store and disclose it when you complete a Privacy Consent Form.

Plan Management Service Agreement

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10. Feedback and Complaints

- (a) If you feel comfortable, you are encouraged to raise any feedback, concerns or complaints with us first, as this is often the best way to have your issue resolved quickly.
- (b) A complaint may be made on an anonymous basis. You can make an anonymous complaint:
 - (1) By calling the number in section 9.4(c) below and stating that you wish to make an anonymous complaint (so we don't ask you to identify yourself); or
 - (2) In writing by filling out a Feedback and Complaints Form but not including your name or other details that may identify you and posting it to the address specified in section 9.3(c) below.
- (c) You can make a complaint to Health Assure:
 - (1) In person to a staff member;
 - (2) By email to hello@healthassure.com.au
 - (3) Verbally by telephone to 1300 545 095.

For all written feedback or complaints, you are encouraged to provide your complaint in the form of our written Feedback and Complaint Form.
- (d) You can make a complaint to the NDIS Commission by:
 - (1) Phoning: 1800 035 544 (free call from landlines) or TTY 133 677. Interpreters can be arranged.
 - (2) National relay Service and ask for 1800 035 544.
 - (3) Visiting <https://www.ndiscommission.gov.au/about/complaints> and completing a complaint contact form.

The NDIS Commission can take complaints about:

 - (1) Services or supports that were not provided in a safe and respectful way.
 - (2) Services and supports that were not delivered to an appropriate standard.
- (e) We will endeavour to resolve all complaints promptly in accordance with our Feedback and Complaints Management Policy.

11. Ending the Service Agreement

- (a) Health Assure and the Client may terminate this Agreement by giving at least four weeks' written notice of termination to the other party.
- (b) Health Assure may terminate this Service Agreement with immediate effect if:
 - (1) The Client ceases to have a source of individualised Government funding (i.e. they are no longer an NDIS participant);
 - (2) The Client transfers to another service provider;
 - (3) The Client passes away;
 - (4) The Client is in breach of the terms of the Agreement;
 - (5) The Client fails to comply with the Policies of Health Assure;
 - (6) The Client or members of their support network engage in behaviour which is unacceptable to Health Assure, such as violence, abuse,

- aggression, theft or property damage or which poses risks to the safe delivery of the Our Services or the health and safety of the staff;
- (7) The Client ignores risk management procedures under the Health Assure Work Health and Safety Policy.
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12. General

12.1 Governing law and jurisdiction

This Agreement is governed by the laws of the jurisdiction in which Health Assure is located. The parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

12.2 Amendment

The parties may only amend this Agreement if each party signs the written amendment.

12.3 Waiver

A provision of this Agreement or a right created under it may not be waived except in writing signed by the party granting the waiver.

12.4 Exercise a right

A party may exercise a right at its discretion and separately or together with another right. If a party exercises a single right or only partially exercises a right, then that party may still exercise that right or any other right later. If a party fails to exercise a right or delays in exercising a right, then that party may still exercise that right later.

12.5 Remedies cumulative

The rights and remedies provided in this Agreement are cumulative with and not exclusive of the rights and remedies provided by law independently of this Agreement.

12.6 Assignment

- (a) This Agreement is for the benefit of the parties and their permitted successors and assigns. The parties and their successors and assigns are bound by this Agreement.
- (b) A party other than Health Assure may not assign its rights under this Agreement.
- (c) Health Assure may assign its rights under this Agreement in its absolute discretion, subject only to compliance with relevant NDIS Rules.

12.7 Severance

If any provision of this Agreement is void, voidable, unenforceable, illegal, prohibited or otherwise invalid in a jurisdiction, in that jurisdiction the provision must be read down to the extent it can be to save it but if it cannot be saved by reading it down, words must be severed from the provision to the extent they can be to save it but if that also fails to save it the whole provision must be severed. That will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction where it is not invalid.

12.8 Counterparts

The parties may execute this Agreement in two or more counterparts and all counterparts together constitute one instrument. A counterpart may be in electronic form.

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12.9 Consent or approval

Subject to an express provision in this Agreement, a party may in its absolute discretion give its consent or approval conditionally or unconditionally, or withhold its consent or approval.

12.10 Entire agreement

This Agreement constitutes the entire agreement of the parties in respect of the subject matter of this Agreement and supersedes all prior discussions, undertakings and agreements.

12.11 Further assurances

Each party must, at its own expense, do everything reasonably necessary to give effect to this Agreement and the transactions contemplated by it, including without limitation the execution of documents.

12.12 Relationship

Nothing in this Agreement constitutes the parties as partners or agents of the other and no party has any authority to bind the other legally or equitably except as expressly stated in this Agreement.

12.13 Notices

- (a) A party may send a notice in connection with this Agreement by hand delivery, pre-paid post or email transmission to another party at the recipient party's address details set out at the beginning of this Agreement or in such other way as the recipient party may have last notified each other party in writing.
- (b) A notice is deemed to be received:
 - (1) If sent by hand delivery, at the time of delivery if on a Business Day at or before 5:00 pm, otherwise on the next Business Day;
 - (2) If sent by pre-paid post, on the fifth Business Day after the date of posting; or
 - (3) If sent by email transmission, at the time of sending if on a Business Day at or before 5:00 pm, otherwise on the next Business Day, provided that the sender does not receive a subsequent "Out of Office" reply or similar response or a system administrator message stating that the email did not reach its intended recipient.