



## Service Agreement and General Terms & Conditions

### WELCOME!

Thanks for choosing Your Choice Disability Plan Management.

At Your Choice Disability Plan Management, we offer personalised plan management solutions. We are dedicated to supporting people in the WA disability community, informed by lived experience of disability, to help you navigate your unique path towards enhanced capacity and independence.

When you sign up with Your Choice Disability Plan Management, we need to ensure you understand the responsibilities set out in this agreement for both yourself as the participant and us as your assigned plan management provider.

If you have questions or require assistance to complete this agreement, you can contact Your Choice Disability Plan Management using the following methods during business hours:

**Phone us:** 08 6333 0901

**Email us:** [hello@yourchoicedpm.com.au](mailto:hello@yourchoicedpm.com.au)

**Visit us:** Suite 3a, 224 Rokeby Rd, Subiaco WA 6008

Do you need the assistance of an interpreter or translator? Please refer to <https://www.tisnational.gov.au/>

If you ever have any feedback or suggestions on ways that we can improve, please let us know.

**Your Sincerely,**

The Team

Your Choice Disability Plan Management

## **This Service Agreement (*Agreement*) is between: Your Choice Disability Plan Management (*The Provider*) and You (*The Participant*).**

An Authorised Representative of the participant may authorise this agreement on behalf of the participant where they are recognised by the NDIA or have been legally appointed to act on behalf of the Client. In which case, the terms and conditions set out in this Service agreement also apply to the Authorised Representative.

This Agreement commences on the date this form is completed and submitted to Your Choice Disability Plan Management or the date that the form is completed online, and the terms & conditions are accepted by ticking the 'I accept' tick box. **The agreement continues until such time that notice is given by either party to end this Service Agreement.**

This Agreement has been prepared to outline the terms & conditions for which Your Choice Disability Plan Management will provide services to the Participant as outlined in their NDIS plan.

**Participant Name:** (First Name) (Surname)

**NDIS Number:** (Number)

**Representative/NDIS Nominee Name: (where relevant):** (First Name) (Surname)

## **1 YOUR CHOICE DISABILITY PLAN MANAGEMENT SERVICE OPTION(S)**

This Service Agreement is for a Participant on the NDIS (National Disability Insurance Scheme), and is made for the following services and supports:

- Plan Management** (our core service)
- Capacity Building in self-management and plan management** (optional support)

This Service Agreement is made for the purpose of providing supports under your NDIS plan. We 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, their families, and carers to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

### **1.1 PLAN MANAGEMENT SERVICES (Core Service)**

**Plan Management – Financial Administration** funding applies to registered plan management providers who undertake financial administration of a NDIS plan on behalf of a participant. Plan management funding includes a fixed setup fee to establish the payment arrangements with providers and a fixed monthly processing fee.

This support assists a participant by:

- Providing increased control over plan implementation and utilisation with plan financial intermediary services.
- Managing and monitoring budgets over the course of the plan.
- Managing NDIS claims and paying providers for delivered services, where compliant invoices are provided.
- Maintaining records and providing regular statements showing the financial position of the plan.
- Provide access to a wider range of service providers, including non-registered providers whilst remaining in line with the price limits contained within the Price Guide.
- Provide you with access to support and coaching to help you maximise your NDIS Plan.

You can read the [NDIS Guide to Plan Management](#) for more information about our role.

## 1.2 CAPACITY BUILDING SERVICES (optional support)

Occasionally you may ask us to assist with other supports that are charged on an hourly basis and may include:

- Assisting with developing a plan for budgets and spending.
- Develop budgets for individual services within each category of your plan.
- Support you to build capacity and understanding in managing your plan.
- Provide you with training to prepare you to make better use of your plan managed plan or self-manage future plans.

Any of these **additional services will be agreed in advance** in terms of scope and cost. We have a "no surprises" policy.

## 2 MANAGEMENT OF INVOICES

Your Choice Disability Plan Management (referred to as YCDPM) will process invoices from your supports & services that:

- meet the guidelines of the Australian Tax Office (ATO) and NDIS
- are aligned with the goals and expectations of the NDIS plan
- have written approval or authority provided by an authorised NDIA delegate

The participant or their provider may submit a compliant tax invoice to [invoices@yourchociedpm.com.au](mailto:invoices@yourchociedpm.com.au) for processing.

Where plan funding is available YCDPM will notify you by automatically generated email that you have invoice/s for approval. This is managed within the MYP Dashboard Portal. To ensure prompt processing and accuracy of your invoice, please visit the dashboard upon notification and review, approve or reject your invoice prior to the auto-approval stage (around 10.00 pm WST the day following when you get an email that you have an invoice to approve).

**It is important for you to check the details of your invoices such as the provider, the services provided, the dates those services were provided, and the amounts charged as agreed between you and your provider.** If you wish to opt-out of the approval process, please notify our team. If you opt out, we will not be responsible for charges incurred where providers submit invoices for services not provided or provided in error, nor will we be responsible for charges incurred where providers submit invoices for services not provided or provided in error when an invoice auto approves.

Upon confirmation of a successful claim from the NDIA, the provider is paid the next business night in line with the payment obligations of a registered plan management provider.

### 2.1 GOODS AND SERVICES TAX (GST)

For the purposes 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 and necessary supports specified in the statement included, under subsection 33(2) of the [National Disability Insurance Scheme Act 2013](#) (NDIS Act), in your NDIS plan currently in effect under section 37 of the NDIS Act;
- Your NDIS plan is expected to remain in effect during the period the supports are provided; and
- You/your representative will **immediately** advise us if your NDIS Plan is replaced by a new plan, or you stop being a participant in the NDIS.

## 3 MONTHLY STATEMENTS

Participants and their nominated representatives shall receive a monthly budget by email where an email address has been provided. An Australia Post mailed copy of the monthly budget may be arranged with YCDPM on request.

Additionally, an up-to-date budget is available 24/7 on the MYP dashboard portal that you and your nominated representatives can be provided access to.

We recommend reviewing your monthly budget statement including invoices claimed, funding spent & balance remaining in your plan managed funding.

## 4 RESPONSIBILITIES OF YOUR CHOICE DISABILITY PLAN MANAGEMENT (YCDPM)

As your dedicated service provider, we agree to:

- Treat you and your team with courtesy and respect and involve you and your team in decisions that affect your supports and services.
- Maintain accurate records regarding the supports delivered to you.
- Provide online access and/or tools for the monitoring and management of your funding.
- Operate within NDIA guidelines.
- Provide general guidance on the use of NDIS funding and where required, request you to obtain authority or approval from a NDIA delegate.
- Communicate openly using your preferred method of communication wherever practicable and in a timely manner.
- Listen to your feedback and resolve problems quickly.
- Rely on the information that you provide as being true, accurate, complete and current.
- Give you the required notice if we need to end the service agreement (refer Ending this Service Agreement).
- Protect your privacy and confidential information as per the YCDPM Privacy Policy.
- Provide services in a manner consistent with all relevant laws, including the **National Disability Insurance Scheme Act 2013** and rules, and the Australian Consumer Law. These rules are constantly changing, and we reserve the right to withhold payment for invoices where we require extra information or validation.

## 5 YOUR RESPONSIBILITIES (THE PARTICIPANT / NOMINEE)

As our valued Participant / Nominee, you agree to:

- Treat us with courtesy and respect.
- Provide details requested in this agreement including NDIS Plan, date of birth, address, contact details & nominated representatives we have asked for to enable us to provide effective service & to update YCDPM on any changes immediately to these details.
- Share your NDIS plan, available in the MyPlace Portal or from your LAC/ NDIS delegate to allow the Plan Manager to review your goals and budgets.
- Give us the required notice if you need to end the service agreement (refer to Ending this Service Agreement).
- Let us know immediately if your NDIS plan is suspended or replaced by a new NDIS plan, or you stop being a participant in the NDIS.
- Allow YCDPM to implement and manage Service bookings on the NDIA portal for funding up to the amounts specified in the support category and budget approved in your current NDIS Plan.
- Provide YCDPM with all service agreements that you have negotiated with your service providers to enable us to understand and assist with managing your NDIS funding.
- Review your invoice/s for accuracy, including the date of service, the services provided, and the cost of each service. If there are any discrepancies or errors, it's important that you contact the provider and discuss them. Use online tools where practicable to monitor plan-managed NDIS funding and review, approve or reject provider invoices. If you do not review or approve invoices, you agree to indemnify us against any and all invoices submitted and paid where service was not provided. If this occurs, you agree to notify us of the error as soon as possible so we can support you to recoup funds to the best of our ability. However, we are unable to return funds to your plan without receipt from the supplier.
- Indemnify us against purchases of supports and services made that are considered outside NDIS reasonable and necessary supports. Where required, YCDPM may request you obtain authority or approval from NDIA delegate to process such claims.
- Ensure receipts submitted for reimbursement are accurate and correct and include evidence of payment as per the NDIA rules.
- Consent to us providing such information as it may be required by Law and, to avoid doubt, you consent to YCDPM disclosing all material facts and circumstances relevant to the Participant and/or this Service Agreement if required by such Law, e.g., mandatory reporting requirements.
- Will not participate in, encourage or advocate an illegal activity or violate any law, statute or regulation in your dealings with YCDPM.
- Will not attempt to restrict others from engaging with YCDPM's plan management services and you must not encourage or facilitate violations of YCDPM terms or policies.
- Will not publicly act in any way to harm the reputation of YCDPM or any associated or interested parties to do anything contrary to the interests of YCDPM.
- Disclose any special need which a reasonable person would regard as requiring disclosure.

## 6 FEES & PAYMENT TERMS

YCDPM will claim directly from the NDIA payment for the provision of supports as follows:

**Plan Management** – a setup fee and a monthly fee at the start of our agreement and then a monthly fee on the at or about the monthly anniversary of your plan. There is money allocated specifically in your NDIS plan to pay for plan management services.

**Capacity Building** – claim for services as outlined in the service agreement with the participant.

Where a price change is executed by the NDIA for services provided historically, fees will be backdated to support full recovery.

All supports and their prices are set out in the Line items for service. All prices are GST inclusive (if applicable) and include the cost of providing the supports.

## 6.1 LINE ITEMS FOR SERVICE

A schedule specific to your circumstances and plan will be provided for capacity building services. The NDIS periodically increases fees - usually on the 1st of July each year. By signing our Agreement, you understand that we will increase our fees in line with the NDIS price guide as and when this occurs.

Category	Support Line Item	Description	Price
Management of Funding for Supports in Participants plan	14_033_0127_8_3	One-off Setup fee for Financial Management Arrangements	As set yearly by the NDIA.
	14_034_0127_8_3	A Monthly fee for Financial Management of Funding Supports	As set yearly by the NDIA.
Capacity Building and Training in Self-management and plan management	01_134_0117_8_1	Capacity Building and Training in Self-management or Plan-management	As set yearly by the NDIA.

## 7 DURATION OF SERVICE AGREEMENT

YCDPM may update this Service Agreement at any time. A downloadable version will be provided on the YCDPM website [www.yourchoicedpm.com.au](http://www.yourchoicedpm.com.au) -

This Agreement will become valid once the Participant or their authorised representative signs it below or accepts it online. It will remain in effect throughout the Participants relationship with YCDPM **until either party terminates it** in accordance with section Ending this Service Agreement.

## 8 ENDING THIS SERVICE AGREEMENT

**Ending of supports will only happen if:**

- We are unable to provide an appropriate service or support, or believe we are not the best provider for you, and/or
- You are dissatisfied with the service, and we are unable to address your requirements.

Should either party wish to end this service agreement they must give 28 *days' notice*. We will not charge you for services that have not been provided. On request, we will provide your next Plan Management Service Provider information that you consent to be shared within 7 days of the end of the agreement. For urgent endings, we will do our best to provide information with urgency. If either party seriously breaches this service agreement the requirement of notice will be waived.

## 9 YOUR CONSENT

To allow YCDPM to provide the services under this agreement, you agree that YCDPM can:

- Access your personal & NDIS related information, including contacting the NDIA to obtain this information where required. This includes obtaining NDIS plans and funding information.
- Contact your Support Coordinator, Local Area Coordinator (LAC), NDIA delegate or representative to discuss your NDIS plan, funding, supports & services. This includes providing your Support Coordinator with access to the online MYP dashboard and receiving monthly budget statements.
- Use your information for administrative purposes & the daily operations of running our service.
- Collect, use & disclose your information from and to relevant parties in accordance with our Privacy Policy. This includes the NDIA, NDS quality & safeguards commission or other government agencies.
- Connect you or your authorised representative with a third-party accreditation and legislative body for the purposes of audits & reviews. This may include being interviewed and having your records reviewed by such a body. If you do not wish to participate in a third-party audit, please let us know.

## 10 PRIVACY & USE OF INFORMATION

YCDPM collects your personal information from you and other parties for the purpose of providing services as set out in this agreement. To ensure the process of quality supports and services, information about you may be given to other service providers who also provide your services.

We have adopted the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Cth) (the Privacy Act). The APPs govern the way in which we collect, use, disclose, store, secure and dispose of your Personal Information. If you'd like a copy of our Privacy Policy, please contact us or download it from our website.

## 11 FEEDBACK, COMPLAINTS & DISPUTES

If you or your authorised representative wish to give YCDPM feedback, or a complaint about the provision of supports, please use one of the following methods:

1. **Complete our form online:** Feedback & Complaints Form
2. **Call:** 08 6333 0901 and ask to provide feedback or a complaint to the Client Services Manager
3. **Send an email to:** [hello@yourchoicedpm.com.au](mailto:hello@yourchoicedpm.com.au)
4. **Visit us at:** 3A, 224 Rokeby Rd Subiaco WA 6008
5. **Mail to:** PO Box 1762 Subiaco, WA 6904

We may contact you or your authorised representative in relation to feedback or complaint lodged within 48 hours. All matters are treated with confidentiality and in line with our Privacy Policy. Your Choice Disability Plan Management sees all feedback as an opportunity to grow, improve, and ultimately provide you with better service.

If you are dissatisfied with the solution, or do not wish to contact the Client Services Manager, a complaint can be made to the **NDIS Quality & Safeguards Commission** by:

**Phone:** 1800 035 544 (free call from landlines)

**TTY** 133 677. Interpreters can be arranged.

**National Relay Service** and ask for 1800 035 544.

### **Completing a complaint contact form.**

The NDIS Commission can take complaints from anyone about:

- NDIS services or supports that were not provided in a safe and respectful way.
- NDIS services and supports that were not delivered to an appropriate standard.
- How a NDIS provider has managed a complaint about services or supports provided to a NDIS participant.

Please visit <https://www.ndiscommission.gov.au/about/complaints> for more information about how complaints are handled.

## 12 GLOSSARY OF TERMS

This Agreement uses words that have specific meaning:

<b>NDIS/NDIA</b>	NDIS – National Disability Insurance Scheme, established by the NDIA – National Disability Insurance Agency, which is the parent company. They run the NDIS.
<b>NDIS Plan</b>	The written document developed between the participant and the NDIA. It outlines the funding allocated within approved support categories and provides information on what the funding is intended to be used for.
<b>Your Choice Disability Plan Management / (YCDPM)</b>	Your Choice Disability Plan Management is a Registered NDIS Provider of Support under the <b>National Disability Insurance Scheme Act 2013 (Cwth)</b> . We are referred to as Your Choice Disability Plan Management or YCDPM in this agreement.
<b>Participant</b>	The Person the NDIS Plan was developed for.
<b>Plan Management</b>	Also referred to as “Improved Life Choices” in a NDIS Plan, Plan Management is the service provided by Your Choice Disability Plan Management.
<b>Provider</b>	A provider is a Sole Trader or Organisation delivering support services and/or products to a NDIS Participant.
<b>Authorised Representative</b>	An Authorised Representative of the participant as recognised by the NDIA or have been legally appointed to act on behalf of the Client.
<b>Support Coordination</b>	Also referred to as “Coordination of Supports” in a NDIS Plan, Support Coordination is a service provided by an external third party to the Participant.

### 13 AGREEMENT SIGNATURES

The Parties agree to the terms and conditions of this Service Agreement including a consent to share information.

By ticking the box on the sign-up page, you agree to the terms and conditions as outlined in this services agreement. If you do not understand any section of this agreement, please talk to a family member / your nominee / representative / guardian or contact [support@yourchoicedpm.com.au](mailto:support@yourchoicedpm.com.au) to obtain further clarity before acknowledging consent.

By signing the form below, you agree that you and/or your carer/guardian/nominee:

- have read the above information and understand the reasons for the collection of your personal information and the ways in which the information may be used and disclosed and agree to that use and disclosure.
- understand that it is your choice as to what information you provide, and that withholding or falsifying information might act against the best interests of the supports and services you receive.
- are aware that you can access your personal information on request and if necessary and correct any information you believe to be inaccurate.
- understand that if, in exceptional circumstances, access is denied for legitimate purposes, that the reasons for this and possible remedies will be made available to you.
- have been provided with, or have been given an opportunity to obtain, a copy of the Privacy Policy.
- understand that the provider is not available outside the hours of 8.30am to 4.30pm Monday to Friday. Note that calls made outside these hours - including on weekends and in case of emergency – will not be answered until the next business day.

If you cannot sign, please complete your name and date.

<b>Signature of Participant/Nominee:</b>	
Name of Participant/Nominee:	
Date:	
Signature of Authorised Person from YCDPM:	
Name of Authorised Person from YCDPM:	<b>Evan Salt</b>

**Please remember to attach or provide a copy of the NDIS plan including goals and budget items.** This can be provided by uploading to our website, screenshot or email. **We cannot commence your service without a current NDIS plan.**