



OUR SERVICE VALUES

To provide a service that fosters choice and control, a service that empowers you to choose the care you need to live the life you wish at the fullest.

Our Vision is to develop innovative care models for people with disability and frail aged in health and social sectors

We strictly adhere and commit to comply with the applicable NDIS Terms of Business and NDIS Code of Conduct.

OUR PLAN MANAGEMENT AGREEMENT TERMS FOLLOWS

WE AGREE TO PROVIDE YOU THE FOLLOWING

As plan managers, we pay your service provider invoices while keeping all the records and helping you manage the budget by periodically notifying you of plan utilization. This agreement is attached with a plan management guide. This guide can assist you in solving all your queries about what plan managers can do for you.

We will further ring you to discuss our role as per this guide before asking you to sign this agreement unless you do not prefer us to ring you.

By selecting us as your plan manager, you will receive the following services:

- We will process the invoices received from your service provider for your NDIS Plan budget.
- We help you keep track of your NDIS plan usage.
- We keep a record of how you spend your NDIS Funding.
- Upon request, we can inform you what service providers you can use with your NDIS funding
- We can provide information on how much your service provider can charge you, aligning with the NDIS Pricing Arrangement document.
- We can send you invoices to approve the services you receive from your nominated service providers before we process them (optional).
- If you have financial capacity-building funding separate from plan management funded in your NDIS plan, we can help you learn financial skills to be more independent. (this service will have a separate agreement).

I understand that ELS, as plan managers, cannot make payments for support/services that are not funded within my NDIS plan or are outside of my plan funding criteria. ELS can also not process invoices for non-NDIS-approved supports, invoices that are not compliant with NDIS Invoicing rules or are not according to the revised NDIS legislation from 3 October 2024. We will reject such claims. More information here: [NDIS WEBSITE](#).

HOW THESE SUPPORTS WILL BE PAID FOR?

By signing this form, you say that ELS can be paid directly from the NDIA for the plan management services described in this agreement. For details of our charges, see the schedule of support and prices on page 11 of this agreement.

For the purposes of GST legislation, the parties confirm that "a supply of support under this Service Agreement is a supply of one or more reasonable and necessary supports specified in the statement of supports included, under subsection 33(2) of the National Disability Insurance Scheme Act 2013 (NDIS Act), in the Participant's NDIS Plan currently in effect under section 37 of the NDIS Act."

WHAT TO DO IF THERE IS AN ISSUE?

If you have a problem with any of the support provided under this Agreement, contact us at 1300 323 399 and speak to our office team members. You may also contact your support coordinator, whose details are shown on page 2.

If you do not want to talk to us or your Support Coordinator about the problem or are unhappy with the outcome, you can contact the NDIS Commission, which will give you information about what to do. The Commission's contact details are below.

NDIS Quality & Safeguards Commission (NDIS)

Phone: 1800 035 544 (free call from landlines) or TTY 133 677.

Alternatively, you can complete a complaint contact form on the NDIS commission's webpage -

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

REVIEWING, CHANGING OR ENDING THE AGREEMENT

This Agreement will be reviewed with the expiry of your NDIS plan or early if your plan resets. We will inform/send an acknowledgement letter for service continuation to you or your representative or your support coordinator via the contact details listed with us, upon which the agreement will roll forward automatically, and charges listed on page number 7 will be applicable unless a request made to discontinue the service provided the 30-day notice period.

If you want to change the Agreement, the first thing you need to do is tell us. We will then consider the changes you would like to make, and if we agree to them, we will prepare a new Service Agreement that reflects the new arrangements. The changes will occur as soon as we have both signed the new Service Agreement.

If you want to end the Service Agreement with us, you must tell us as soon as possible. You can call us, but you must email or write to us.

A notice period is a period before a Service Agreement ends. This agreement's notice period is 30 days. This means that the agreement will end 30 days after we receive your letter or email stating that you would like to end it.

If we want to end the Service Agreement, we will email you as soon as possible and give you at least 30 days' written notice.

Sometimes, a Service Agreement can end without a notice period. This can happen if either party fail to fulfil their responsibilities under the Agreement. Refer to the Immediate Termination of Agreement section on page no 7 below for more details.

CHANGING PLAN MANAGERS

If we receive a service discontinuation request before the plan reset date due to the participant changing plan managers, we will contact the participant's preferred contact, requesting to coordinate with your existing service providers to let them know about the change and our service discontinuation date. For the non-pace plan, if we are expected to quarantine funds from your service bookings to pay any invoices we have yet to receive, you or your nominee must let us know before we end the bookings.

For the non-pace plans, if we do not receive an indication regarding the quarantining of funds, we will end bookings with all funds released back to the plan. This would mean any Invoices received past our service bookings ended will be redirected back to the providers.

Past changing plan managers, for Invoices running late to be processed from past plans that ended in our service tenure, we can process invoices up to 60 days, given that funds are available in the plan that ended, and the NDIS system permits us. After 60 days, we cannot process invoices, as the service bookings may end or expire or may be inaccessible due to reasons not known to us.

We also cannot make payments for Invoices that NDIA has refused to pay for reasons unknown to us, and if It is beyond the scope of our plan management support process to find out from NDIA.

IMMEDIATE TERMINATION OF THE AGREEMENT

Nothing in this Agreement shall affect ELS's right to terminate the agreement if a participant or nominee fails to abide by the responsibilities listed under this agreement or uses any conduct that is considered inconsistent with ELS's Values, principles, and key policies. This also includes any act performed by a participant or nominee that directly or indirectly breaches the governing laws of the land.

ELS as a service provider, will always act in the best interests of our clients, Els has an obligation to follow Australian law regarding i.e. duty of care, NDIS code of conduct principles and abide by all other applicable Australian and NDIS laws relating to the service offered under the scope of this agreement. If a participant displays a behavior that repeatedly puts ELS staff or management at either physical, emotional, or financial harm/risk, we reserve the right to cancel our support services to the participant, to take effect immediately. This notification will be provided via email.

INDEMNITY

ELS will not be liable for any failure or delay in performing an obligation under this agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

The Participant/Participant's Representative agrees to indemnify and keep indemnified the Envisioning life supports, its staff and agents, from and against all actions, costs, claims, charges, loss, damages, expense,

penalties, liability, or injury to the Participant, whatsoever which may be brought or made or claimed against the participant, by reason of or arising out of the services supplied to the Participant by us within or outside of the scope of this Agreement other than negligent acts or omissions of Envisioning Life Supports.

OUR RESPONSIBILITIES

- Working with you to deliver your support in the right way
- Providing the services that you have asked for
- Being open and honest about the work that we do
- Explaining things clearly
- Treating you politely and with respect
- Including you in all decisions about your supports
- Letting you know what to do if you have a problem or want to complain
- Listening to your feedback and fixing any problems quickly
- Let you know if we want to end the agreement
- Storing your information carefully and ensuring it is kept up-to-date and private
- Obeying all the rules and laws that apply. This includes the National Disability Insurance Scheme Act 2013 and the National Disability Insurance Scheme Rules
- Providing monthly statements for your support and checking whether GST applies
- Periodically reviewing this Service Agreement with you and checking that the service/support is working well
- Giving you a reasonable amount of notice if we have to change a scheduled appointment

YOUR RESPONSIBILITIES

- Being polite and respectful to our staff members.
- Tell us what support you want and how you want us to provide it.
- Ensure you provide us with correct and up-to-date information and contact details.
- Cooperate with us in getting your Service provider Invoices NDIS compliant.
- Tell us if you have any problems with our service.
- Give us reasonable notice if you cannot make a scheduled appointment.
- Tell us if you want to end the Agreement by providing a 30-day notice period.
- Let us know if your NDIS Plan changes or if you stop using the NDIS funding.
- Arranging to send all outstanding invoices by providers within 60 days of the service discontinuation notice provided.