

## Parties

---

This Service Agreement is for \_\_\_\_\_, a participant in the National Disability Insurance Scheme, and is made between:

**The Participant / Participant's  
nominated representative**

and \_\_\_\_\_

**The Provider**

**Peak Plan Management Pty Ltd**

---

This Service Agreement will commence on: \_\_\_\_\_

This Service Agreement is between Peak Plan Management and the Participant / nominated representative (hereafter referred to as the 'Participant') in the National Disability Insurance Scheme.

This Service Agreement will be in effect from the NDIS Plan start date for the duration of the participant's association with Peak Plan Management or until Peak Plan Management is notified otherwise in writing by the Participant.

To engage the services of Peak Plan Management, upon acceptance of this Service Agreement, the Participant will provide their NDIS plan details, Date of Birth and NDIS Number to Peak Plan Management.

## Schedule of supports

---

Peak Plan Management (hereafter referred to as PPM) agrees to provide financial intermediary services to the Participant. The supports and their prices are set out in the attached Schedule of Supports. All prices are GST inclusive (if applicable) and include the cost of providing the supports.

## Responsibilities of Provider

---

PPM agrees to:

- maintain accurate records regarding the supports delivered to the Participant;
- reconcile NDIS funding balances;
- facilitate payments of invoices on behalf of the Participant;
- process approved reimbursement claims to the Participant;
- track expenditure on Provider supports, against the Participant's budget;
- provide monthly statements of expenditure and available funding upon request;
- facilitate Participant communication via emails, phone calls, the Careview Advantage app, the PPM website and other formats as applicable;
- provide information and assist the Participant on request, regarding decisions about how funds are spent;
- treat the Participant with courtesy and respect and deliver PPM services in a fair, equitable and transparent manner;
- listen to the Participant's feedback and resolve problems quickly;
- protect the Participant's privacy and confidential information as per the PPM Privacy Policy, as published and updated on the PPM website at [www.peakplan.com.au](http://www.peakplan.com.au)
- operate within NDIA guidelines. PPM uses service descriptions and pricing structures set out in the current, published NDIS Pricing Arrangements and Price Limits and applies them as directed by the NDIS Act and rules, and the Australian Consumer Law, when delivering its services to the Participant under this Service Agreement.

## Responsibilities of the Participant

---

The Participant agrees to:

- verify the availability of NDIS funding in the Participant's NDIS Plan budget prior to engaging a provider or receiving any supports under the Participant's NDIS Plan;
- only purchase supports that the NDIA define as reasonable and necessary;
- accept communication from an authorised third party, if required, for regulatory or auditing purposes, and further agrees to have the Participant's records reviewed
- treat PPM staff with courtesy and respect;
- inform PPM staff immediately regarding any concern the Participant has about the financial intermediary support being provided;
- accept responsibility for all purchases made. Where the participant wishes to purchase low cost / low risk assistive technology and consumable items that may be considered an everyday expense, the Participant is responsible to obtain supporting evidence from an allied health professional and retain this information to be provided to the NDIA if requested;
- accept responsibility for determining whether a support is "Reasonable and Necessary" and accepts that if the NDIA determines that a support does not meet the "Reasonable and Necessary" criteria that the Participant may be required to repay the NDIA for the item or support;
- inform PPM immediately if the current NDIS Plan is suspended or replaced by a new NDIS Plan, or the Participant ceases to be a Participant in the NDIS; and
- advise PPM immediately of any changes to personal contact details (ie address, telephone contact or preferred contact person, ie who PPM can speak to).

## Payments

---

PPM will claim directly from the NDIA a set up fee and a monthly fee for the provision of support as agreed in Schedule of Supports – Improved Life Choices (Support Category 14).

PPM applies service descriptions and pricing structures set out in the current, published document 'NDIS Pricing Arrangements and Price Limits', therefore where this document specifies maximum pricing, PPM will only ever pay up to that maximum rate for any service provided to the Participant by a provider. It is the responsibility of the provider to ensure that invoices are set out in accordance with NDIS requirements and failure to do so may result in processing delays, or invoices being rejected.

By nominating PPM to provide plan management services and manage the funding, the Participant acknowledges that PPM 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 will claim payment for those supports from PPM by forwarding a correctly formatted tax invoice to [accounts@peakplan.com.au](mailto:accounts@peakplan.com.au) and reimbursements can be claimed by forwarding a receipt and bank details to [payme@peakplan.com.au](mailto:payme@peakplan.com.au) (the Participant will provide bank details, if necessary, to PPM for reimbursement).

## Invoice Processing

---

- **Standing Approval (automatic processing)**

Where plan funding is available, PPM will process invoice payments automatically on the Participant's behalf when an invoice is successfully submitted to [accounts@peakplan.com.au](mailto:accounts@peakplan.com.au). This is called 'Standing Approval'.

- **Review for Approval (check and approve)**

The Participant can choose to opt-out of 'Standing Approval', and in doing so, review and approve or reject each invoice individually. This is predominantly done using the PPM App 'Careview Advantage' (hereafter referred to as 'the App'). Once a provider submits an invoice, the invoice is loaded into the PPM system and a notification is sent to the Participant via the App. The Participant is responsible for activating the notifications setting in the App. The Participant can either approve or reject the invoice by responding via the App within 2 business days. If the invoice is not actioned within the 2 business days, PPM will automatically process the invoice and payment will be made to the provider.

Alternatively, if the App is not preferred, the Participant can receive all invoices directly (provider sends each invoice to the Participant and not to PPM) and then approved invoices can be forwarded to PPM for payment. PPM agrees to consider all reasonable adjustments to accommodate the Participant's individual requirements.

After each invoice is successfully submitted and approved by the Participant (either via 'Standing Approval' or 'Review for Approval'), PPM will bill the NDIA on the next business day. Once funds have been released by the NDIA, PPM will pay the Participant's provider on the following business day.

## Privacy

---

The Participant acknowledges and agrees that any personal information provided by the Participant to PPM may be collected, held, used and disclosed by PPM staff for the purposes of delivering financial intermediary services as contemplated by this Service Agreement and otherwise for the purpose set out in the PPM privacy policy available at [www.peakplan.com.au](http://www.peakplan.com.au) and relevant government privacy laws.

Furthermore, any personal information provided to PPM may be disclosed, controlled, stored and processed in any of the PPM offices and will only be shared by PPM with organisations engaged to assist PPM as part of daily business operations. This may include third party service providers that supply goods, services or other support to the Participant for the purposes of PPM providing financial intermediary services to the Participant.

## Consent to Share Plan and Information

By signing this Service Agreement, the Participant agrees to share the NDIS plan and information with PPM as well as the Participant's Support Coordinator, Local Area Coordinator and NDIA Planner. The Participant's Support Coordinator, if appointed, is an important part of the Participant's NDIS plan implementation and the Participant gives PPM permission to discuss the Participant's NDIS plan with the Participant's Support Coordinator, Local Area Coordinator and NDIA Planner. This includes, as applicable, authorising PPM to send the Participant's monthly statements to the applicable Support Coordinator. If the Participant wishes to opt out, the Participant can contact PPM via phone on 1300 72 23 24 or email to [info@peakplan.com.au](mailto:info@peakplan.com.au).

The Participant's personal information is protected by law and can only be given to someone else where the law allows or requires it, or where the Participant gives permission.

## **Budget Overspend**

---

PPM provides a monthly statement of expenditure to enable the Participant to check how the plan budget is tracking. The Participant should check all spending to minimise any risk of overspending of plan funding. PPM is not responsible for any plan overspend within any category and accepts no liability if this occurs. PPM will endeavour to contact the Participant, or, if applicable, the Participant's Support Coordinator if it is believed the plan funds are in danger of being overspent. In addition, the Participant can access the App which tracks payments and balance of funds in real time.

## **Managing Conflicts of Interest**

---

PPM strives to manage any conflict of interest as it occurs. The PPM Conflict of Interest Policy can be found on the PPM website at [www.peakplan.com.au](http://www.peakplan.com.au)

The Participant understands that PPM will access the relevant sections of the NDIS plan, based on the types of supports and services provided to the Participant and that consent for PPM to access the Participant's NDIS plan can be withdrawn at any time.

## **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 the Participant's NDIS plan currently in effect under section 37 of the NDIS Act;
- Peak Plan Management will pay GST as per specified in the National Disability Insurance Scheme Act 2013 (NDIS Act)

## **Client Services Contact**

---

Peak Plan Management can be contacted as follows:

Name  
Phone  
Email

## **Ending this Service Agreement**

---

Should either party wish to end this Service Agreement, 14 days' notice in writing must be provided. If either party seriously breaches this Service Agreement, the requirement of notice will be waived. If both parties agree to terminate the Service Agreement in a shorter time frame, this can be done subject to operational timelines.

## **Feedback, Complaints and Disputes**

---

To provide feedback or make a complaint, the Participant may contact PPM as follows:

- call: 1300 73 23 24
- email: [peopleandculture@peakplan.com.au](mailto:peopleandculture@peakplan.com.au)
- mail: PO Box 1277, Bakery Hill, Victoria 3354

In the event that a complaint is not resolved to the Participant's satisfaction, the NDIS Quality and Safeguards Commission can be contacted on 1800 035 544 or via a complaint form on their website at [www.ndiscommission.gov.au](http://www.ndiscommission.gov.au).

Further information is also available at [www.ndis.gov.au](http://www.ndis.gov.au).

**Description of Support**

Support	Description of support	Price & Payment Information
Management of Funding for Supports in Participant's Plan (14_033_0127_8_3)	<ul style="list-style-type: none"> <li>Loading of client details into client management system.</li> <li>Receipt of funding.</li> <li>Setting up client account within finance system.</li> <li>Loading plan and setting service and budget allocation.</li> <li>Establishment meeting.</li> </ul>	Invoiced upon plan set up, once only per plan, as per Participant's plan "Plan Management - Set Up Costs"
Financial Intermediary Monthly Processing (14_034_0127_8_3)	<ul style="list-style-type: none"> <li>Reconciling client balances.</li> <li>Paying supplier invoices on behalf of client.</li> <li>Processing client re-imburement claims.</li> <li>Tracking expenditure against client budget.</li> <li>Monthly statements of expenditure and available funding and access to the App.</li> <li>Client liaison – emails, phone calls etc.</li> </ul>	Invoiced on or around the 15 <sup>th</sup> of each month amortised over the life of the plan as per Participant's plan "Plan Management - Monthly Fee"

**Agreement Signatures**

The parties agree to the terms and conditions of this Service Agreement.

Signature of [Participant / Participant's nominated representative]

Name of [Participant / Participant's nominated representative]

23.05.2023

Date



Rosario Rizzo

Signature of authorised person from Provider

Name of authorised person from Provider

**Disclaimer**

Peak Plan Management 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 Peak Plan Management gives no assurance as to the accuracy of any information or advice given.

Any advice given by Peak Plan Management outside of financial intermediary advice shall be considered general in nature.

Peak Plan Management 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;

- Beyond the reasonable control of a party,
- Materially affects the performance of any of its obligations under this agreement, and

- Could not reasonably have been foreseen or provided against (eg. Government Acts prohibiting or impeding any party from performing its respective obligations under the Service Agreement contract) or (eg. prolonged lack of power supply, Internet Access).

Nothing in the Peak Plan Management 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)

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