

Bright Plan Management
Service Agreement for Plan Management

This Service Agreement is between Bright Plan Management and the Participant/Nominated Representative in the National Disability Insurance Scheme.

This Service Agreement will be in effect from today for the duration of the Participant's association with Bright Plan Management, until we are notified otherwise in writing by the Participant/Nominated Representative.

To engage the services of Bright Plan Management, upon acceptance of this Service Agreement, the Participant/Nominated Representative, will provide their NDIS plan details, NDIS number and other relevant details as requested on this agreement, to Bright Plan Management.

Fees Schedule

Bright Plan Management agrees to provide the Participant Plan Management - Financial Administration. The supports and their prices are set out in the attached Fees Schedule. All prices are GST inclusive (if applicable) and include the cost of providing the supports. Additional expenses (ie things that are not included as part of a Participants NDIS supports) are the responsibility of the Participant/Nominated Representative and are not included in the cost of the supports.

Responsibilities of Bright Plan Management

Bright Plan Management agrees to :

- provide plan management - financial administration
- 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
- assist with purchases where appropriate
- trouble shooting
- client liason - emails, phone calls etc
- consult the Participant/Nominated Representative on request regarding decisions about how funds are spent
- communicate openly and honestly in a timely manner
- treat the Participant/Nominated Representative with courtesy and respect
- listen to the Participant/Nominated Representative's feedback and resolve problems quickly
- protect the Participant's privacy and confidential information as per the Bright Plan Management Privacy Policy available on the Bright Plan Management website.

Responsibilities of the Participant/Nominated Representative

I agree to :

- take due steps to provide information as requested by Bright Plan Management in a timely manner
- treat Bright Plan Management staff with courtesy and respect
- discuss any concerns about our service with Bright Plan Management
- advise Bright Plan Management immediately if the Participant's NDIS plan is suspended or replaced by new NDIS plan or the Participant stops being a participant in the NDIS

Claiming Payments

Bright Plan Management will claim directly from the NDIA an agreed monthly fee for the provision of support as agreed in Fees Schedule - Improved Life Choices (Support Area 14) upon acceptance of the Service Agreement.

By nominating Bright Plan Management, to provide plan management services and manage the funding we will claim from the NDIA portal for funding up to the amounts specified in the Support Area and budget approved in the Participant's current NDIS Plan. After these supports are delivered the service provider or Participant/Nominated Representative will claim payment for those supports from Bright Plan Management, by forwarding an invoice to claims@brightplanmanagement.com.au.

Participant Budget Details

The Participant/Nominated Representative will provide Bright Plan Management details of their support budgets as per the Participant's current NDIS plan. If the support categories or budgets change, the Participant/Nominated Representative agrees any changes will be submitted immediately in writing to Bright Plan Management, signed and dated by the Participant/Nominated Representative.

Plan Changes

The Participant/Nominated Representative agrees to immediately notify Bright Plan Management and provide relevant plan details in writing if the Participant's NDIS Plan is replaced with a new plan, or the Participant ceases to be a participant in the NDIS.

Ending this Agreement

Should either Party wish to end this Service Agreement they must give one month's notice in writing. If either Party seriously breaches this Service Agreement the requirement of notice will be waived.

Feedback, complaints and disputes

If the Participant/Nominated Representative wishes to provide feedback, or is not satisfied with the provision of supports and wishes to make a complaint, the Participant/Nominated Representative can contact management on 03 9111 9981 or by emailing enquiry@brightpmp.com.au.

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;
- Bright Plan Management will pay GST as per specified in the National Disability Insurance Scheme Act 2013 (NDIS Act)

Fees Schedule – Improved Life Choices:

Support Item	Support Item Ref No.	Description	UOM	Price Limit
Plan Management And Financial Capacity Building - Set Up Costs	14_033_0127_8_3	A one-off (per plan) establishment fee for setting up of the financial management arrangements for managing of funding of supports	EA	\$227.53
Plan Management - Financial Administration	14_034_0127_8_3	A monthly fee for the ongoing maintenance of the financial management arrangements for managing of funding of supports.	MON	\$102.28

** Please note any changes will be in accordance with NDIA pricing guide.*

Disclaimer:

Bright Plan Management information is provided in good faith, to the best of our knowledge and is considered to be correct at the time of communication, however, changes may affect this accuracy therefore Bright Plan Management gives no assurance as to the accuracy of any information or advice given.

Any advice given by Bright Plan Management outside of plan management advice shall be considered general in nature. Bright 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).

Nothing in the Bright 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)

Bright Plan Management takes in good faith the information provided by the Participant/nominated representative to be true and accurate, and that claims presented by Bright 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).