

## TERMS AND CONDITIONS

The Customer is a NDIS participant and has asked Revigorate Pty Ltd trading as Orange Plan Management (the Provider, we, our and us) to provide plan management services. This Service Agreement documents the terms and conditions for the provision of those services.

### 1. Context and Parties to Service Agreement

This Service Agreement is between us and the Customer (you).

This Service Agreement will commence on the Start Date for the duration of the Customer's association with Revigorate Pty Ltd trading as Orange Plan Management or until we are notified otherwise in writing by you or your Representative.

### 2. Schedule of Supports

We agree to provide you with the below services:

- Plan Management and Financial Administration set-up costs
- Plan Management Financial Administration services
- CORE - Capacity Building and Training in Self-Management and Plan Management

The supports and their prices are set out in Schedule of Supports (Appendix A). All prices are GST inclusive (if applicable). The price charged for services will increase in line with changes made to the NDIS Price Guide applicable for the State where you reside.

### 3. Responsibilities of Provider

Our responsibilities under this Agreement are to:

- Provide financial administration services for your NDIS plan.
- Pay supplier invoices on your behalf.
- Provide monthly statements showing plan expenditure and remaining funds against budget to the email we are provided.
- Where practicable, notify you, your representative and/or your support coordinator of potential over spend risks via statements and email or phone.
- Assist with ad-hoc requests where possible and appropriate.

- Process reimbursement claims (where appropriate).
- Inform you of any significant variances in plan spending.
- Assist you in your dealings with providers (where appropriate).
- Act in good faith.
- Communicate with you via phone or email.
- Communicate honestly with you in a timely way.
- Treat you with courtesy and respect.
- Resolve issues quickly by listening to your feedback.
- Protect your privacy and confidential information in accordance with our Privacy Policy.

Your Responsibilities under this Agreement are to:

- Provide us with supplier invoices (where you receive them directly) on a timely basis.
- Advise us if you engage a new service provider and/or decide to finish services with a provider.
- Advise us of your contact details change.
- Provide us with any information we reasonably request in a timely way.
- Treat us and our team members with courtesy and respect.
- Discuss any concerns about our service with us.
- Advise us if your NDIS plan ends or is replaced by a new NDIS plan.

### 4. Payments

We will claim directly from the National Disability Insurance Agency (NDIA) fees for the provision of financial administration support on a monthly basis as agreed in Schedule of Supports starting from the Start Date of this Agreement until this Agreement is ended by either party.

We will claim from the NDIA portal for funding up to the amounts specified in the support category and budget approved in your NDIS plan. After these supports are delivered, the service provider (or you) will claim payment for those supports from us by forwarding an invoice to [invoices@orangeplan.com.au](mailto:invoices@orangeplan.com.au).

Any increases to Plan Management or Capacity Building and Training fees in the Official NDIS Price Guide will be applied to this Service Agreement.

## 5. Invoice Approval

You have the option to approve invoices prior to claims being submitted to the NDIA. The invoice approval process is via an automated email to your nominated e-mail address upon entry by our team. Depending on the number of providers you engage this could result in a high number of invoices requiring approval regularly.

By default, invoice approval is not enabled, and we will submit all valid claims by your providers to the NDIA within 2 business days.

If you choose to opt-in to approval your provider payments may be delayed depending on your approval time. If we don't hear from you regarding an invoice for approval for 14 days we will approve and submit these on your behalf.

You can opt in or out of invoice approval at any time.

## 6. NDIS Plan

You agree to provide us with a copy of your NDIS plan support categories and budgets or a Request for Service 'RFS' at the Start Date. Should your NDIS plan change, you agree to advise as soon as possible. This is important to ensure the services you receive from your providers continue without interruption.

## 7. Ending this Service Agreement

Either party may end this Service Agreement by giving the other 14 days' notice in writing. Notice may be waived by the other party at its sole discretion. If either party seriously breaches this Service Agreement the requirement of notice will be waived.

## 8. Feedback, Complaints and Disputes

If you not satisfied with an aspect of our services or wish to make a complaint, please contact us by telephone on 1300 611 990 or via email at [feedback@orangeplan.com.au](mailto:feedback@orangeplan.com.au). We will endeavour to respond to your message as soon as possible. We will aim to be in touch with you within two business days.

If you are not satisfied or do not want to talk to us, you can contact the NDIS Quality and Safeguards Commission by calling 1800 035 544 or going to their website at <https://www.ndiscommission.gov.au>

## 9. 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.

## 10. Privacy

In providing services to you we may be required to gather some of your personal information. We will only ask for information that is necessary for us to provide services to you.

We will disclose information to parties for which you have provided consent or any other party which you later provide consent to. You can amend or withdraw your consent to any party apart from the NDIA at any time.

Beyond the aforementioned, your personal information will not be released to any party without your consent except in circumstances where:

- We are required to by law;
- We believe there is a risk to yourself or another party.

## CONTACT US

If you wish to contact us to discuss our terms, please contact us via:

**Email:** [admin@orangeplan.com.au](mailto:admin@orangeplan.com.au)

**Phone:** 1300 611 990 or 07 3635 7360

## Appendix A. Schedule of Supports

Support Item	Support Item Ref No.	Description	UOM	National	Remote	Very Remote
<b>Plan Management - Set Up Costs</b>	14_033_0127_8_3	A one-off (per plan) establishment fee for setting up of the financial management arrangements.	Each	\$232.35	\$325.29	\$348.54
<b>Plan Management – Monthly Fee</b>	14_034_0127_8_3	A monthly fee for the ongoing maintenance of the financial management arrangements.	Monthly	\$104.45	\$146.23	\$156.67
<b>Capacity Building and Training in Self-Management and Plan Management</b>	01_134_0117_8_1	<p>Capacity Building and Training in Self-Management and Plan Management.</p> <p>Where applicable we will use this support item to deliver support to you that falls outside the scope of plan management.</p> <p>Some examples include assisting to:</p> <ul style="list-style-type: none"> <li>• build organisational skills.</li> <li>• engage providers.</li> <li>• enhance your ability to direct supports.</li> <li>• build financial skills.</li> </ul> <p>Due to the nature of this support, it will be delivered in a non-face-to-face capacity via phone or email as specified in the price guide when initiated by you or your representative/s on an ad-hoc basis.</p>	Hour	\$70.87	\$99.22	\$106.31