

# Service Agreement

This Service Agreement is between Apoio and the Customer (you or your representative) who is a participant in the National Disability Insurance Scheme.

This Service Agreement commences from the date you sign this Service Agreement and will continue for the duration of your association with Apoio, until either party terminates this agreement.

The parties 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 a disability, and
- enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

## This Service Agreement describes each of our rights and responsibilities

It is important you understand that:

- Your Plan may be different from the details recorded in the NDIS portal;
- Apoio will provide Plan Management services according to the details recorded in the NDIS portal;
- Apoio will verify the records in the NDIS portal and advise you by email or phone if they are different to the details in your Plan;
- Apoio will seek payment for Our Services directly from the NDIA;
- Apoio will automatically renew your Plan Management services with Apoio following each plan review. If you do not want this Service Agreement to be an ongoing agreement, you may contact us at any time.

## Schedule of supports

Apoio agrees to provide you with Plan Management (Financial Intermediary) services. These fees may increase in line with any changes made by the NDIS, and are paid directly by the NDIS. The costs of these supports are as follows:

Support Item	Description of Support	Price Limit
Plan Management and Financial Capacity Building - Set Up Costs (14_033_0127_8_3)	An establishment fee for setting up of the financial management arrangements for managing of funding of supports, as set in the plan, for the duration of the plan as specified by the NDIA. *Set-up cost may differ depending on what is included in your plan and/or your location.	\$232.35 set-up cost* Remote: \$325.29* Very Remote \$348.54*
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 *Monthly fee may differ depending on what is included in your plan and/or your location.	\$104.45 per month* Remote: \$146.23*per month Very Remote: \$156.67*per month

## Responsibilities of Apoio

During the term of this Service Agreement, Apoio will:

- protect your privacy and confidential information in accordance with Apoio Privacy Policy (which can be found on our website.)
- communicate openly and honestly in a timely manner
- treat you with courtesy and respect
- consult you on decisions about how supports are provided
- review the provision of supports with you periodically or upon request
- provide Plan Management services that meet your needs and are in accordance with the NDIS Price Guide, the amount funded by your plan and in a manner consistent with all relevant laws, including the

- National Disability Insurance Scheme Act 2013 and rules, and the Australian Consumer Law
- liaise with the NDIA about your plan when necessary
- where applicable: Notify your previous plan manager of your decision to change plan management providers to Apoio
- keep accurate up-to-date records on the supports provided to you
- give you information about managing any complaints or disagreements and details of Apoio's cancellation policy (if relevant)
- listen to your feedback and resolve problems quickly
- give you the required notice if Apoio needs to end the Service Agreement (7 days).

## Responsibilities of You or Your Nominee

You agree to:

- Inform Apoio about how you wish the supports to be delivered to meet your needs.
- Treat Apoio, its staff and suppliers with courtesy and respect.
- Discuss with Apoio any concerns you may have to adhere to the agreed timeframes for the review and approval of submitted invoices.
- Give Apoio the required notice (being a minimum of seven (7) days if you wish to terminate the Service Agreement (see *Ending this Service Agreement* for more information).
- Let Apoio know immediately if your NDIS plan is suspended or replaced by a new NDIS plan or you stop being a Participant in the NDIS.
- Where possible, provide electronic invoices. (In order to provide an efficient service, Apoio utilises automated invoice reading. Apoio can provide a sample invoice layout in Microsoft Word, if required).
- Provide Apoio with a copy of any updated or revised plan as soon as reasonably possible.

## Managing your Budget

Apoio agrees that:

- We will assist you with budgeting and provide you or your nominee with tools to assist with budgeting, including regular reporting on your spending via the MYP dashboard and our monthly budget reports. However, as the NDIS participant/nominee, it is your responsibility to ensure spending is within the budgets and goals outlined in your NDIS plan.
- If we receive an invoice that is unable to be claimed due to insufficient funding remaining in your NDIS plan, we will endeavour to inform both yourself and the provider of the unsuccessful claim. You will then need to make alternative payment arrangements between yourself and the provider for the outstanding invoice.

## Ending this Service Agreement

Should either party wish to end this Service Agreement they must give 7 days' notice. If either party seriously breaches this Service Agreement the requirement of notice will be waived.

## Termination and indemnity for Fraud

You, or Apoio, may terminate this Service Agreement at any time, for any reason. However, a minimum of seven (7) days prior notice of a termination must be given in writing or by phone if written notice cannot be provided by Apoio to you. This notice period will be waived if the termination is the result of a serious breach of this Service Agreement by either Party, including, without limitation, any fraud committed by you or your nominee. To the extent that you or your nominee have committed any fraud in relation to this Service Agreement, you agree to indemnify Apoio, its related bodies corporate and any of its personnel (those indemnified), and will hold them harmless from and against, all actions, claims, charges, costs (including legal costs on a full indemnity basis), expenses, losses, damages and other liability that those indemnified pays, suffers or incurs, directly or indirectly, as a result or in connection with any unlawful, wilful or fraudulent act or omission of you or your nominee in connection with this Service Agreement.

If you notify us that you want to terminate this Service Agreement, Apoio will:

- promptly notify the NDIA; and
- the service providers providing supports to you under your Plan,

that we will no longer be providing Plan Management for you once the 7-day notice period is up. We will also notify them we will only accept claims for payment up to the end date of this Service Agreement.

## Goods & 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;
- your NDIS plan is expected to remain in effect during the period the supports are provided;
- you will immediately notify Apoio if the NDIS Plan is replaced by a new plan or you stop being a Participant in the NDIS; and
- Goods and services tax (GST) may be payable even if the provider is not a registered service provider with the NDIA. If so, the GST payable will be funded by your plan.

## Feedback, complaints and disputes

If you wish to give Apoio feedback or want to make a complaint, you can talk to our staff by calling (02) 5513 6999 or email [hello@apoio.com.au](mailto:hello@apoio.com.au)

Feedback and complaints may also be made via the website [www.apoio.com.au](http://www.apoio.com.au)

If you are not satisfied or do not want to talk to Apoio, you can contact the NDIS Safeguard Commission:

- Phone: 1800 035 544 (free call from landlines) or TTY 133 677
- National Relay Service and ask for 1800 035 544
- <https://www.ndiscommission.gov.au/about/complaints>

## NDIS Registration

Apoio is the registered trading name for Apoio Group Pty Ltd. At the time of this agreement, NDIS Registration (4050101079) is linked to the legal name of Christian Dunkerton (ABN: 94 252 129 514). At such a time that Apoio Group Pty Ltd (ABN:55 660 282 486) becomes a registered provider, this Service Agreement will be transferred over to the new registration linked to Apoio Group Pty Ltd (ABN: 55 660 282 486). Christian Dunkerton is the Key Personnel for the company Apoio Group Pty Ltd. This change in registration with the NDIS will not impact or effect your Plan Management services.

## Agreeing to this Service Agreement means:

1. Our service agreement is ongoing while you are with Apoio, and starts from when you sign this form.
2. You can end this service agreement by giving us 7 days notice in writing.
3. Apoio's role is to pay invoices on your behalf, help you to manage your budget and help you to administer your NDIS plan according to NDIA rules.
4. We'll need you to provide evidence of purchase of items you wish to claim against your NDIS plan
5. You provide consent for us to discuss your details with your providers where it relates to plan management services.

6. You provide consent for Apoio to contact my Coordinator of Supports (if applicable) or my Local Area Coordinator to discuss implementation of my plan if required.
7. Apoio will charge a monthly fee against your NDIS budget. The NDIA will pay us directly.
8. Apoio will only provide supports where there is relevant funding available in your NDIS plan.
9. You have read and agree to the terms of the Apoio Service Agreement

### **Apoio Contact Details**

Phone: 1300 136 999 or 02 5513 6999

General Enquiries: [hello@apoio.com.au](mailto:hello@apoio.com.au)

Send invoices to: [invoices@apoio.com.au](mailto:invoices@apoio.com.au)