

Provider Details

Provider Name:

ABN: NDIS Provider Registration Number: (if applicable):

Address:

Telephone number: Email Address:

The Provider confirms the following:

- That all staff working with people with a disability have current police checks (if applicable).
- That the Provider has appropriate quality and safeguards systems in place as well as the skills, qualifications and registrations necessary for providing the proposed supports to people with a disability.
- That the Provider has Professional Indemnity, Public Liability and other appropriate insurances.

If supports are being provided to children, please also confirm the qualifications for this by checking the appropriate box below (select one):

Yes, I/my staff will be working with children and I/my staff have a current Working With Children Check (or equivalent in your state or territory)

No, I/my staff will not be working with children

Payments

The Provider agrees to use PMP's payment process as set out in the Attachment to these Participation Terms and acknowledges that this payment process is governed by the 'Payments and Pricing' section of the NDIA Terms of Business. The Provider must not seek payment for Plan Managed Amounts directly from PMP's Customer or from the NDIA.

The Provider acknowledges that PMP is not obliged to arrange payment to the Provider in respect of supports which:

- Are not funded under the NDIS;
- Are not accepted as valid claims by the NDIA (or by such other entity on behalf of the NDIA);
- Are not in PMP's customer's Plan;
- Do not fit the definition of "reasonable and necessary" as defined by the NDIA; or
- Are not within the scope of PMP's Plan Managed Amounts;
- Are submitted to PMP in an invoice format that does not comply with Australian Taxation Office (ATO) legal requirements.

Administration

Where an NDIS Participant ("Customer") elects to have all or part of their NDIS Plan administered by Plan Management Partners ("PMP"), PMP will be required to make a Service Booking in the NDIS portal for the amount agreed ("Plan Managed Amount"). The Provider will not be required to make a Service Booking for any services provided to PMP customers as part of their NDIS plan.

The Provider agrees to:

- Have a service agreement in place with PMP's Customer/s where ongoing supports are provided (if an NDIS registered provider).
- Provide PMP with a signed copy of each Service Agreement or any other contract for provision of supports entered into between the Provider and PMP's Customer/s. Each agreement or contract must, at a minimum, clearly specify the quantity, timing and price for supports to be delivered.
- Promptly confirm to PMP the supply of the relevant supports to PMP's Customer/s and issue an invoice for the service.
- Ensure that all invoices provided to PMP or to PMP's Customer for payment accurately reflect the services and costs as agreed with the Customer (such costs or rates are not to be higher than the scheduled NDIS price guide).
- Reimburse PMP for any over charging of services provided.
- Include separate lines for individual line items for all support categories and include hours and price per unit.
- Comply with PMP's customer request to approve invoices prior to them being provided to PMP for payment. Once they are approved, invoices should be forwarded promptly to PMP for payment (invoice@planpartners.com.au).
- Communicate with PMP promptly in respect of any problem with payment.
- Respond promptly to any complaint by PMP's Customer and liaise with PMP or the Customer with a view to resolving the complaint or dispute within a reasonable period of time.

The Provider agrees to (continued):

Not all PMP customers will request approval of invoices for services provided. PMP does not verify that services have been provided.

The Provider acknowledges that its service agreement (or any other contract) to deliver supports to PMP’s Customer is with PMP’s Customer, that PMP is not a party to that service agreement (or other contract) and PMP has no obligation or liability under that service agreement or contract.

Goods and services tax

The Provider confirms that it is registered for the purposes of the A New Tax System (Goods and Services Tax) Act 1999 (GST Act), and that any change in registration status will be communicated to PMP within fourteen (14) days of taking effect.

For the purposes of s 38-38 of the GST Act, the Provider confirms that the supply of supports to customers of PMP is a supply of one or more of the reasonable and necessary supports specified in the statement included, under s 33(2) of the NDIS Act, in each customer’s Plan.

Goods and services tax (GST) may be payable in respect of services provided to the Customer by a service provider in the circumstance where that provider is not a registered service provider with the NDIA. In this instance, prices quoted must be inclusive of GST and any GST so payable will be funded by the Customer’s Plan.

Records and Disputes

The Provider must keep appropriate evidence/records of supply of goods or services, and must provide such evidence/records to PMP in the event of a PMP Customer disputing payments made for the supply of these goods or services.

If this evidence or record cannot be provided in the event of a dispute, PMP will be entitled to a refund of the payments made to the Provider for the disputed goods or services or to withhold payment to the Provider on behalf of the customer.

Signed for and on behalf of the Provider:

Authorised Person:

Position:

Signature:

Contact Phone:

Service Standards

The Provider agrees that in providing supports to a PMP customer, it will:

- Only invoice goods or services that are “reasonable and necessary” as defined by the National Disability Insurance Scheme (“NDIS”).
- Supply only goods (if any) that are fit for their intended purpose, are of merchantable quality and match the description or sample given.
- Supply the goods or services in a timely manner.
- Submit claims for payment only for those goods or services that have been duly delivered, or where a prepayment is required.
- Have in place an effective dispute resolution procedure and respond promptly and in a professional manner to any concerns raised by the Customer in respect of the provision of supports.
- Where it is registered as a provider of supports with the National Disability Insurance Agency (“NDIA”), understand and comply with the NDIA’s Terms of Business.

Set-Off

Any refund payable by the Provider may be set off against any amounts owing, or to be payable, to the Provider in respect of the relevant Customer.

Amendment

These Terms may be amended by consent of the parties.