

NDIS Plan Management Service Agreement

This Service Agreement sets out how MyIntegra will deliver its plan management services to you.

Questions?

We're here to help.
Please contact our friendly team who will be happy to answer your questions.

MyIntegra Plan Management

1800 696 347

choiceandcontrol@myintegra.com.au

myintegra.com.au

NDIS Plan Management Service Agreement

This agreement has been produced for Participants when entering into a Plan Management Service Agreement with MyIntegra.

Defined Terms

MyIntegra

MyIntegra is the trading name of Integrated Care Pty Ltd (ABN 62 149 233 634), a registered provider of supports under the National Disability Insurance Scheme Act 2013 (Cth) (the **NDIS Act**).

MyIntegra delivers its plan management services under this **Service Agreement** exclusively through Integra Choice and Control Pty Ltd (ABN 73 612 510 737). MyIntegra is part of the APM Group.

NDIS/NDIA

The National Disability Insurance Scheme is called the **NDIS** and was established under the NDIS Act. The National Disability Insurance Agency (**NDIA**) is the organisation which manages the NDIS.

The NDIS aims to:

- support the independence and social and economic participation of people with 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.

Customer

In this Service Agreement, you will be called the **Customer**. This may refer to you as a participant in the NDIS, your NDIA appointed Nominee or someone else you may appoint to help you with MyIntegra's services.

Our Welcome Letter (see below) will specify the name of the Customer and include the name of any appointed representative provided at the time of sign up.

Plan

The **Plan** is the written agreement between the participant and the NDIA which sets out your goals and needs as a participant in the NDIS and those supports and resources the NDIA will provide funding for, to help you achieve those goals. The Plan is personal to you, as a participant, and may be revised or reviewed by the NDIA.

Welcome Letter

We will send you confirmation as soon as we have accepted your application to receive MyIntegra's services. This will be your **Welcome Letter** and will include a copy of this Service Agreement for your reference.

Start Date

The start date of this Service Agreement will be set out clearly in the Welcome Letter we send to you.

Agreement

This Service Agreement, including any supporting documents such as the Welcome Letter, and all details set out in these documents are between MyIntegra and the Customer.

End Date

The Service Agreement will operate for the duration of time MyIntegra provides plan management services to you, as the Customer.

This Service Agreement may span multiple years and cover an NDIA Plan Reassessment or Plan Renewal. Notice to end the Service Agreement may be given by either the Customer or MyIntegra by providing the other party with 30 days written notification. This must be done either by pre-paid post or email sent to the nominated addresses.

MyIntegra acknowledges the right of the Customer, as a participant in the NDIS to make decisions regarding the supports they receive and upholds the Customer's freedom of choice. In delivering our plan management services, MyIntegra endeavours to assist and support the Customer to make a decision for themselves, using the tools they need, while striving to safeguard the Customer's autonomy. MyIntegra will not withdraw services from a Customer over a matter of 'dignity of risk' pertaining to their choices.

In the event of a serious breach of the Service Agreement by either party, the notice period of termination will be waived. MyIntegra would consider a serious breach by the Customer to include (but not be limited to) events such as continued deliberate misuse of NDIS funds, providing false information, refusal to engage with MyIntegra to resolve issues, and abuse or harassment of our staff.

The NDIS and this Service Agreement

This Service Agreement sets out how MyIntegra will deliver its plan management services to you.

We will verify your Plan details via the NDIS Provider Portal and will provide our services in line with your Plan details recorded in the NDIS Provider Portal.

MyIntegra's Responsibilities

We agree to deliver plan management services such as:

- facilitating payments of invoices on your behalf.
- processing reimbursement claims to you (where approved to do so).
- tracking expenditure on provider supports against your budget.
- providing monthly statements of your expenditure and remaining available funding.
- providing an online budget monitoring tool for your use.
- access to a contact centre to address your questions relating to your plan.
- in case of a natural disaster or event, MyIntegra's special disaster or event protocols may be put in place to enable us to continue to deliver services where possible. You will be notified of these protocols on a needs basis.

MyIntegra uses service descriptions and pricing structures set out in the published NDIS Pricing Arrangements and Price Limits (from time to time) and applies them as directed by the NDIS Act and rules, and the Australian Consumer Law, when delivering its services to you under this Service Agreement.

Where the NDIS Pricing Arrangements and Price Limits indicates a maximum price for a particular service or support, MyIntegra will only ever pay up to that maximum rate/amount for such service or support provided to the Customer by a provider.

We also seek to deliver a positive plan management experience and will:

- communicate openly and honestly in a timely manner.
- provide you with a welcome call or email, which will include a full discussion of your rights and responsibilities, our responsibilities to you, and your consent and privacy preferences.
- protect your privacy and confidential information in accordance with the MyIntegra Privacy Policy as published and updated on our website at <https://myintegra.com.au/privacy-policy/>
- provide you with support to utilise the MyIntegra portal/app to record your preferred options for the sharing of information in accordance with our Privacy Policy. These options can be updated by you at any time.
- treat you with courtesy and respect and deliver our services in a fair, equitable and transparent manner.
- consult you on decisions regarding how supports are provided.
- maintain accurate records regarding the supports delivered to you.
- implement a standing approval to automatically approve invoices from providers on your behalf.
 - if you opt out of the standing approval for any of your providers, we will automatically approve invoices on your behalf if you have not approved or rejected them within our payment timeframe.
 - more information about standing approvals can be found on our website <https://myintegra.com.au/plan-management/how-we-work-as-your-plan-manager/>
- ensure that you are aware that you can tailor your individual preferences for invoice approvals either via the portal/app or by contacting our MyIntegra Customer Service Team.
- provide you with information about managing any complaints or disagreements with providers (including the details of their cancellation policy if relevant).
- listen to your feedback and resolve problems as quickly as is reasonable to do so.

However, please note that MyIntegra, is **not** able to:

- provide Customers, their Nominees or their authorized representatives with any financial advice or information beyond that which would be reasonably required under the participant's NDIS plan.
- act as an advocate for you. However further information on disability advocacy and finding a disability advocate can be found at <https://www.ndiscommission.gov.au/participants/participants-get-help> and <https://askizzy.org.au/disability-advocacy-finder>
- provide you with case management services; or
- provide you with any transport in a private vehicle owned by MyIntegra or one of its employees.

Please note:

- Our Privacy Policy explains how MyIntegra works to protect your personal information, which may include information that is considered 'health information' under the relevant State or Territory's legislation. For example, this may include records relating to your disability. We need to collect your information so that we can contact you and provide you with support and services.
- MyIntegra may collect and retain your personal information that you share with us such as, name, date of birth, residential address and reports and assessments in the form of electronic information in emails, audio from phone calls and letters or reports submitted to us on paper.
- MyIntegra wishes to make privacy and a participant's rights transparent and accessible. An Easy Read version of our Privacy Policy is available if you would prefer, with a link to the document included in our Welcome Letter. We will endeavour to ensure you clearly understand and agree to what information is being collected by MyIntegra and for what purpose. For this reason, we suggest you ask the MyIntegra Customer Service Team at any time if you have any queries about how our Privacy Policy operates or how your personal information is being collected, used and/or shared by MyIntegra.
- MyIntegra may be required by law to share your collected and retained information with a third party in some special circumstances such as, but not limited to, where there may be a risk of harm to the participant. If we are required by law to disclose any information, we will advise you of this.

Conflicts of Interest

A conflict of interest may occur when an organisation, like MyIntegra may offer multiple services or when a person working for or with MyIntegra has the potential or perceived potential to gain some form of financial or personal advantage or benefit from their work (or be influenced in the way they do their work).

At MyIntegra, we take conflicts of interest very seriously and have strict guidelines in place to manage any potential or actual conflict of interest. All of our staff are asked to declare any commercial relationships they may have outside of their employment or engagement with MyIntegra, such as with other providers.

If we are asked by you, as our Customer, to provide a recommendation about a provider, we may refer you to one of our own companies, if their services may be able to meet your needs. However, we will always also offer you other alternative provider referrals outside of our corporate group at the same time. MyIntegra fully respects your right to choose your providers and maintain control over your choice of provider.

MyIntegra may also disclose your personal information to other related entities within our corporate group for our own business purposes. MyIntegra will not seek to solely promote our own group businesses or provide services that are neither required nor requested by you, as our Customer.

Customer Responsibilities

As the Customer, under this Service Agreement, you agree to:

- inform us **immediately** if your Plan is suspended or replaced by a new Plan or you stop being a Participant in the NDIS.
- before engaging providers or receiving any additional supports outside of your Plan's approved services, verify with us the availability of funds in your NDIS budget.
- communicate to MyIntegra as to how you wish the supports to be delivered.
- bring to our attention any concerns you have about the supports being provided.
- only purchase supports that meet the NDIA criteria of reasonable and necessary.
- advise us of your invoice approval preferences, which you can update at any time.
- treat MyIntegra and all our staff with courtesy and respect.
- provide MyIntegra with your consent preferences for the gathering and sharing of your personal information and inform MyIntegra of changes to your preferences if applicable.
- MyIntegra disclosing your personal information to third parties in order to assist with the implementation of your Plan, such as your chosen providers, and at all times in accordance with the MyIntegra Privacy Policy.
- if required for regulatory or auditing purposes, be contacted to discuss our services and have your records reviewed by relevant third parties. You may contact us or update your consent preferences via the MyIntegra portal/app at any time, if you do not wish to participate in audit activities.
- receive documents and updates electronically. You may contact us at any time if you do not wish to receive these electronically; and
- receive direct marketing material from us. You may contact us at any time if you do not wish to receive this material.

Fees for Supports

From the Start Date, we will bill the NDIA for the plan management services we provide to you, at the rates set out below.

Should the NDIA amend any rates associated with MyIntegra's services, MyIntegra will automatically update its fees in accordance with the NDIS Pricing Arrangements and Price Limits. No action will be required by you.

The fees set out by the NDIA in the NDIS Pricing Arrangements and Price Limits for our services as at July 2023 are below.

Service	Line item	Charge
Set-up fee per plan period	14_033_0127_8_3	\$232.35
Monthly service fee	14_034_0127_8_3	\$104.45

Goods and Services Tax

For the purposes of the GST Act (A New Tax System (Goods and Services Tax) Act 1999 (Cth)), 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 NDIS Act, in your Plan currently in effect under section 37 of the NDIS Act.
- your Plan is expected to remain in effect during the period the supports are provided.
- you will immediately notify us if your Plan is replaced by a new Plan, or you stop being a participant in the NDIS.

On this basis, the services provided by MyIntegra under this Service Agreement shall be deemed to be GST-free.

Service Agreement Changes

If any material amendments to this Service Agreement are required, MyIntegra shall notify you in writing of the changes and these shall be considered accepted by you, unless you otherwise notify us in writing, within 7 calendar days.

Feedback, Complaints and Disputes

To provide feedback or make a complaint, you may contact us via the following methods:

- call: 1800 696 347
- email: choiceandcontrol@myintegra.com.au
- mail: PO BOX 33236, Melbourne, Victoria, 3004

In the event that a complaint is not resolved to your satisfaction you may contact the NDIS Quality and Safeguards Commission on **1800 035 544** or via a complaint form on their website at www.ndiscommission.gov.au.

Please sign to acknowledge that:

You have read and understood our Privacy Policy and provide your consent to MyIntegra collecting, retaining, using and, if required by law, disclosing your information to an authorised third party.

You agree to the terms and conditions of this Service Agreement.

Print name	<input type="text"/>
Relationship to participant (if applicable)	<input type="text"/>
Signature	<input type="text"/>
Date	<input type="text"/>

Disclaimer

Information provided by MyIntegra is done so 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 and MyIntegra gives no assurances as to the accuracy of any information or advice given.

Any advice provided by MyIntegra outside of the scope of services set out in this Service Agreement shall be considered general in nature. MyIntegra 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 MyIntegra's performance of any of its obligations under this Service Agreement; and*
- could not reasonably have been foreseen or provided for (such as government acts prohibiting or impending any party from performing its respective obligations under the Service Agreement).*

Nothing in this Service Agreement negates or diminishes the statutory guarantees of the supply of services to the Participant in accordance with the Australian Consumer Law.

MyIntegra accepts in good faith the information provided by the Participant to be true and accurate and that claims presented by MyIntegra are a true reflection of goods and services provided to the Participant pursuant to the NDIS Guidelines under the National Disability Insurance Scheme Act (Cth) 2013.