

Plan Management Service Agreement



Curam Services – NDIS Plan Management

Info@curamservices.com.au

ABN: 63959855438

NDIS Participant's Name			
NDIS Number		Date of Birth	
NDIS Participant's Address			
Participant's contact number			
Plan Dates*			
<ul style="list-style-type: none"> Note: Future Dates will be covered by this Service Agreement unless otherwise advised by the Client / nominated representative 			
Name			
Contact Number/s			
Email Address			
Relationship to Participant if Primary Decision-Maker is not the Client/Participant			
Secondary Contact Name			
Contact Number/s			
Email Address			
Relationship to Participant			
If Secondary Contact is a Support Co-ordinator please provide additional information where applicable	Company Name: Registered NDIS Provider No.: ABN: Company Email: Address: Postcode		
Plan Manager Name			
Participant's signature		Date:	
Plan Manager Signature		Date:	

Plan Management Service Agreement

1. Parties

This Service Agreement is between Curam Service and the Client (who is an NDIS participant) /Nominated Representative in the National Disability Insurance Scheme.

This Service Agreement will be in effect from the date signed on this Service Agreement and will continue for the duration of the Client's association with Curam Service, until either party terminates this agreement in accordance with clause 9.

To engage the services of Curam Service, upon acceptance of this Service Agreement, the Client / Nominated Representative, will provide their NDIS plan details, NDIS number and other relevant details as requested in this Agreement, to Curam Service.

2. Schedule of Supports

Provided the funds are available for Curam Service to access on the National Disability Insurance Agency (NDIA) portal relevant to the Client / Nominated Representative, Curam Service agrees to provide supports relating to the Client's Plan Management - Financial Administration, set out in the attached Schedule of Supports. The prices for those supports are set out in the Schedule of Supports and are GST inclusive (if applicable) and include the cost of providing the supports. Additional expenses

(i.e. things that are not included as part of a Client's NDIS supports) are the responsibility of the Client/Nominated Representative and are not included in the cost of the supports.

3. Responsibilities of Curam Service

Curam Service agrees to:

- Giving increased control over plan implementation and utilisation with plan financial assistance.
- Managing and monitoring budgets over the course of the plan.
- Managing NDIS claims and paying providers for delivered service.
- Maintaining records and producing regular statements showing the financial position of the plan.
- Providing advice on commercial terms within service agreements.
- Providing access to a wider range of service providers, including non-registered providers whilst remaining in line with price limits as set out in NDIS price guides
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In accordance with Curam Service's responsibilities as a Registered Provider, Curam Service has a responsibility to comply with the (NDIS Act) and make reports in respect of "reportable incidents" or other matters required by the NDIS Commission or the NDIA.

4. Responsibilities of the Client/Nominated Representative

Client/Nominated Representative agrees to:

- take due steps to provide information as requested by Curam Service in a timely manner;
- treat Curam Service staff with courtesy and respect;
- discuss any concerns about the services with Curam Service;
- ensure all claims for reimbursement are clear and provide evidence of purchase to the satisfaction of Curam Service;
- advise Curam Service immediately if the Client's NDIS plan is suspended or replaced by a new NDIS plan or the Client stops being a participant in the NDIS;
- not engage in conduct or provide misleading information which may reasonably be expected to:
 - expose Curam Service to reputational, regulatory or financial risk;

Plan Management Service Agreement

- present a work, health and safety risk to any Curam Service personnel (including contractors). This extends to and covers any verbal or written abuse;
- be contrary to, or cause Curam Service to breach, the Terms of Business under which Curam Service is registered with the NDIS Commission; or
- be contrary to, or cause Curam Service to breach, the NDIS Act or any law or regulation.

5. MPM Payments

Curam Service will claim directly from the NDIA an agreed monthly fee for the provision of supports as agreed in Schedule of Supports (Para 12) upon acceptance of the Service Agreement.

By nominating Curam Service, 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 category and budget approved in the Client's current NDIS Plan. After these supports are delivered the service provider or Client/ Nominated Representative will claim payment for those supports from Curam Service, by forwarding an invoice to info@curamservices.com.au or by submitting claims via Curam Service's Online Portal or Phone App.

6. Client Budgets to be Managed

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

7. Changes to the Plan

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

8. Liability

The Client/Nominated Representative agrees that Curam Service provides plan management services only and will not hold it responsible for any loss or damage the Client/Nominated Representative suffers because of or in connection with the conduct of any other third party (including any NDIS registered or unregistered provider). The Client/Nominated Representative agrees that Curam Service is not liable for any loss (including indirect, consequential, incidental or special damages) the Client/Nominated Representative may suffer from a breach of this Agreement unless that breach involves fraud or wilful default of Curam Service.

Curam Service's aggregate liability under or in connection with this Service Agreement (whether in contract, tort (including negligence), equity, for breach of statutory duty, or otherwise) will not exceed the amount of fees paid to MPM for the provision of supports under this agreement in the previous 12 months.

9. Ending this Service Agreement

Either Party may end this Service Agreement at any time by giving the other party at least 28 days' notice in writing. If a Party materially breaches this Service Agreement, the other party may terminate this agreement immediately by notice in writing.

10. Feedback, complaints and disputes

If the Client/Nominated Representative wishes to provide feedback, or is not satisfied with the provision of supports and wishes to make a complaint, the Client/Nominated Representative should provide details by emailing Curam Service or contacting Curam Service. A copy of the Curam Service Complaints Policy is available on the Curam Service website.

Nothing in this agreement prevents a client from making a complaint directly to a third party (e.g. NDIS Complaints Commission)

Plan Management Service Agreement

11. Good 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 NDIS Act, in the Client's NDIS plan currently in effect under section 37 of the NDIS Act;
- Curam Service will pay GST as per specified in the NDIS Act.

12. Primary Decision-Maker, Contact and Banking details

The Client /Nominated Representative will provide bank details if necessary, to Curam Service for reimbursement.

NDIS Plan Details

Primary Decision-Maker Details

Secondary Contact Details: (Support Coordinator or other, please provide further details below)

The Participant/Nominated Representative bank details for reimbursement:

Curam Service can be contacted on:

Please ensure you read all the pages of this Service Agreement, provide all relevant details above and complete the acceptance of the Service Agreement. Please return the signed Service Agreement to: info@curamservices.com.au

13. Schedule of Support

Support Item	Description of Support	Price Limit
Plan Management and Financial Capacity Building - Set Up Costs (14_033_0127_8_3) or Financial and Service Intermediary - Set Up Costs	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
TOTAL Based on 12 months of Plan Management (listed as Improved Life Choices with setup fees included).	Total (12 months + \$232.35 set-up cost) Remote Total (12 months + \$325.29 set-up cost) Very Remote Total (12 months + \$348.54 set-up cost) *Total costs may differ depending on what is included in your plan and/or your location.	\$1485.75* \$2080.05** \$2228.58* Please note any changes will be in accordance with NDIA pricing guide.

Plan Management Service Agreement

Disclaimer:

In addition to the limitations on liability set out in this Service Agreement (above), the Client / Nominated Representative acknowledges that:

- (a) Curam Service information is provided in good faith, to the best of our knowledge and is correct at the time of communication, however, changes may affect this accuracy therefore Curam Service gives no assurance as to the accuracy of any information or advice given.
- (b) Any advice given by Curam Service outside of plan management advice shall be considered general in nature. Curam Service shall not be liable for any failure of, or delay in the performance of this service agreement for the period that such
- (c) failure or delay is:
 - (i) Beyond the reasonable control of a party;
 - (ii) Materially affects the performance of any of its obligations under this agreement; and
 - (iii) Could not reasonably have been foreseen or provided against (e.g. Government Acts prohibiting or impeding any party from performing its respective obligations under the Service Agreement contract) or (e.g. prolonged lack of power supply).
- (d) Nothing in this Service Agreement negates or diminishes the statutory guarantees regarding the supply of services the Client/Nominated Representative receive under The Australian Consumer Law (Competition and Consumer Act 2010-Schedule2)
- (e) Curam Service takes in good faith the information provided by the Client/Nominated Representative to be true and accurate, and that claims presented by Curam Service are a true reflection of goods and services provided to the Client in line with the NDIS guidelines (National Disability Insurance Scheme Act 2013).