



Plan Management Service Agreement

1. Parties To The Agreement

This Service Agreement is made between:

..... of

First and last name

address

Participants NDIS # _____

AND

Brighter Road (ABN 12688809369) of 22 Country Crescent, 4211, QLD 4211 Australia.

This Service Agreement will commence on *fromdate* and continue until either you or Brighter Road terminates it in accordance with the termination conditions set out below.

2. Purpose

- a) The purpose of this agreement is to document the supports provided by Brighter Road under your NDIS plan.
- b) This agreement is in the context of the NDIS, a scheme that aims to:
 - 1) Support the independence and social and economic participation of people with disability
 - 2) Enable people with disability to experience choice and control in the pursuit of their goals, and in the planning and delivery of supports.

3. Definitions

Brighter Road, us or we means Brighter Road Ltd ABN 12688809369.

Participant or you means the NDIS participant as identified on page 1 of this Agreement.

NDIA means the National Disability Insurance Agency, which runs the NDIS.

NDIS means the National Disability Insurance Scheme as established by the NDIS Act.

Services means the services and support you agree for us to provide and we agree to provide to you.



Plan Management Service Agreement

4. Supports And Services

- a) Brighter Road will provide you with services and supports identified in your NDIS Plan.
- b) If your plan differs from the details recorded in the NDIS portal, Brighter Road will provide the Services to you according to the details in the NDIS portal.
- c) Together with you and your representative, Brighter Road will determine the specific services we can offer to help you meet your objectives.
- d) This will be done through initial consultations, your Participant intake form, this Agreement, and the support planning process.
- e) The specifics of the services, appointment times, locations, and staff members involved will be agreed upon and set out in writing.
- f) Your needs, goals, and preferences may change over time. In consultation with us, the services can be adapted and adjusted accordingly.
- g) Further details are in the attached Schedule of Supports.
- h) You and your representative agree to the following:
 - 1) If we are providing Plan Management Services, Brighter Road making any arrangements necessary to allow us to pay your service providers from your NDIS funds on your behalf;
 - 1) Assessment and review of your Plan by Brighter Road.
 - 2) Discussion of your Plan with the NDIA and its contractors (like Local Area Coordinators) by Brighter Road.
 - 3) Brighter Road's discussions with service providers providing other Support Services.
 - 4) Brighter Road's right to claim travel time from your NDIS funds, to the extent permitted by NDIS rules and applicable laws.
 - 5) Provision of services by Brighter Road in line with the terms set out in this Agreement (updated as necessary) and your support plan.
 - 6) To be available for interviews and record reviews by third party accreditation, auditors, and legislative bodies for random auditing purposes.
 - 7) Compliance with the terms of Brighter Road's Policies (including our Privacy and Information Management Policy).



Plan Management Service Agreement

5. Consent

- a) Your informed consent is required for the Services provided by Brighter Road.
- b) You may withdraw your consent for any specific Service at any time, and the specific Service will cease immediately.

6. Brighter Road's Responsibilities

Brighter Road agrees to:

- a) Provide all supports under this agreement as outlined in Annexure A, in a manner that is timely and meets the Participant's needs;
- b) Review the provision of supports at least annually with the Participant;
- c) Once agreed, provide supports that meet the Participant's needs at the Participant's preferred times;
- d) Communicate clearly, openly and honestly in a timely manner;
- e) Treat the Participant and the Participant's representatives with courtesy and respect;
- f) Consult the Participant on decisions about how supports are provided;
- g) Give the Participant information about managing any complaints or disagreements and details of Brighter Road's cancellation policy;
- h) Provide the participant with details for independent disability advocacy programs in their relevant state or territory;
- i) Listen to the Participant's feedback and resolve problems quickly;
- j) Give the Participant a minimum of 24 hours notice if Brighter Road has to change a scheduled appointment to provide supports;
- k) Give the Participant the required notice if Brighter Road needs to end this Service Agreement (see "Terminating this Agreement" below for more information);
- l) Protect the Participant's privacy and confidential information;
- m) Provide supports in a manner consistent with all relevant laws, including the National Disability Insurance Scheme Act 2013, its associated rules and regulations as issued and amended from time to time, and the Australian Consumer Law; and



Plan Management Service Agreement

- n) Keep accurate records on the supports provided to the Participant.
- o) In the event of any critical/reportable incidents', Brighter Road will respond according to the NDIS practice standards, and the NDIS (Incident Management and Reportable Incident) Rules 2018. The following steps will occur in the event of any incident:
 - 1) The incident will be reported internally and recorded in the relevant documentation as per our Incident Management policy. Any emergency services will be contacted if necessary.
 - 2) After recording the incident internally, and if deemed appropriate after consulting with the Participant first, the Incident Manager will notify the Participant's families, guardians, and advocates. Please note, Brighter Road have legal/contractual obligations to report critical incidents where participant consent is not required.
 - 3) An incident report form will be completed within 24 hours of the incident occurring, and if a reportable incident has occurred, a report will also be sent to the NDIS commission.
- p) In the event of unexpected changes in service provision, such as a worker's unavailability due to sudden or planned leave, we will take certain steps to ensure continuity in your service:
 - 1) Initially, a skilled substitute worker or a member of our management team, equipped with the necessary skills and capabilities, will temporarily fill the role of the absent worker.
 - 2) If this arrangement becomes untenable or lasts beyond a few weeks, our contingency plan involves sourcing temporary help from an external labour hire or contracting service, or even initiating a recruitment process for the role.
 - 3) Should the worker's absence turn out to be permanent, we will prioritise hiring a new worker to take over the role.
- q) Throughout these adjustments, we will keep you fully informed and will actively seek your consent for any alternative arrangements.
- r) For Further information on our procedures for providing support in the event of an emergency or disaster please refer to our Business Continuity Plan and Emergency and Disaster Management Policy.

7. Responsibilities Of The Participant

You and your Representatives agree to:

- a) Take ultimate responsibility for selecting who will provide Other Support Services and to let Brighter Road know who those providers are, their contact details and the service agreements or arrangements you have with them.



Plan Management Service Agreement

- b) Only purchase supports that are reasonable and necessary as defined by the NDIA.
- c) Let Brighter Road know if you suspend, change or intend to change your provider(s) of Other Support Services. Any such changes must be in accordance with the service agreement/s you have with your provider(s).
- d) Inform Brighter Road about how you wish the Services to be delivered to meet the Participant's need;
- e) Collaborate and actively participate in the development and review of your NDIS plan;
- f) Provide accurate and up-to-date information necessary for the delivery of services, including relevant medical, personal and contact details;
- g) Communicate openly and honestly with Brighter Road, and Inform of any concerns you have with any of the Services being provided;
- h) Treat all Brighter Road's staff, workers and others present during the delivery of support and services with courtesy and respect;
- i) Give Brighter Road the required notice if you cannot make a scheduled appointment, noting that if the notice is not provided, Brighter Road's cancellation policy will apply;
- j) Pay all invoices for agreed services, transport and/or other expenses promptly;
- k) Let Brighter Road know Immediately if there is a change to your NDIS plan, if it is suspended, replaced by a new plan, or if you stop being an NDIS participant.

8. Fees For Services

- a) Brighter Road will charge you for the Services.
 - b) The prices for the specific services that we provide to you are set out in the NDIS Pricing Arrangements and Price Limits.
 - c) The prices for all services are subject to modification in line with any changes to the NDIS Price Guide.
 - d) Any adjustments in our charges will automatically correspond with the most recent NDIS Price Guide, reflecting the specific Services we provide to you.
 - e) Additional expenses (i.e. things that are not funded under your Plan), are your responsibility and to be paid by you.
-



Plan Management Service Agreement

9. Payments

- a) Brighter Road will seek payment for their provision of supports after the supports have been delivered.
 - 1) *Self Managed* - If you have chosen to self-manage the funding for NDIS supports provided under the Service Agreement. After providing those supports, Brighter Road will send you an invoice for those supports for you to pay. You must pay the invoice within seven days of the date of the invoice;
 - 2) *NDIA Managed* - If you have nominated the NDIA to manage the funding for supports provided under this Service Agreement, after we provide the relevant services and supports, Brighter Road will claim payment from the NDIA;
 - 3) *Plan Managed* - If you have nominated the Plan Management Provider to manage the funding for NDIS supports provided under this Service Agreement, after providing the relevant supports, Brighter Road will claim payment for those supports from the Plan Management Provider.
- b) For our Plan Management services being delivered to you, Brighter Road will pay for Other Support Services on your behalf, so long as:
 - 1) the support services satisfy the test for reasonable and necessary supports as defined by the NDIA; and
 - 2) claims for these services with the NDIA are successful.

10. Goods And Services Tax (Gst)

For the purpose of GST legislation, the Parties confirm that:

- a) 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 Participant's NDIS Plan currently in effect under section 37 of the NDIS Act;
- b) The Participant's NDIS Plan is expected to remain in effect while the supports are provided; and
- c) The Participant will immediately notify the provider if the Participant's NDIS Plan is replaced by a new plan or the Participant stops being a participant in the NDIS.

Goods and services tax (GST) may be payable on Other Support Services provided to the Client by a service provider even if that provider is not a registered service provider with the NDIA. If so, the GST payable will be funded by the Client's Plan.



Plan Management Service Agreement

11. Cancellation And No Show Policy

- a) If a service is cancelled at short notice, or there is a no show, you agree that we may charge you 100% of the relevant amount that would otherwise be payable to us if you:
 - 1) Do not show up for a scheduled support within a reasonable time, or are not present at the agreed place and within a reasonable time when Brighter Road is travelling to deliver the support; or
 - 2) Have given less than seven days' notice of cancellation for a support.
 - b) Brighter Road will only charge for a short notice cancellation (or no show):
 - 1) For support items that the price guide allows short notice cancellation claims; and
 - 2) *When* they cannot find other billable work for the relevant worker, and if they must pay the worker for their time.
 - c) The NDIS monitors short notice cancellations and may contact Brighter Road about participants with a high number of cancellations. Brighter Road will work with you to minimise cancellations and make sure your plan is meeting your needs.
 - d) To cancel a support outside of office hours, please call Brighter Road Ltd on 0497 550 926.
-

12. Terminating This Agreement

- a) Should either party wish to end this Agreement, they must give twenty-eight (28) days' notice in writing or by phone (if written notice cannot be provided by the Participant/Representative).
- b) If either party seriously breaches this Agreement, the requirement of notice will be waived.
- c) Brighter Road reserves the right to terminate this Service Agreement immediately under the following circumstances:
 - 1) If you cease to possess a source of individualised government funding (i.e., no longer an NDIS participant or have exhausted all your NDIS funding) or a source of private funding.
 - 2) If your support plan or the services offered by Brighter Road no longer meet your needs or assist in achieving your chosen goals.
 - 3) If you or your support network fail to communicate and inform us about changes in your support needs.
 - 4) If you decide to transfer to another service provider.
 - 5) In the event of your death.



Plan Management Service Agreement

- 6) If you demonstrate an inability or unwillingness over time to work towards the agreed goals.
 - 7) If you fail to comply with the reasonable conditions outlined in your support plan, consequently jeopardising the safe delivery of our services and the health and safety of our staff.
 - 8) If you breach the terms of this Agreement.
 - 9) If you fail to comply with the Policies of Brighter Road.
 - 10) If changes in your condition result in the need for supports or services that exceed the skills and expertise of Brighter Road's staff, or would require services that we lack the capacity to provide.
 - 11) If there has been no contact between you and Brighter Road for a period of 2 months.
 - 12) If you or members of your support network engage in behaviour deemed unacceptable by Brighter Road, such as violence, abuse, aggression, theft, property damage, or behaviour posing risks to the safe delivery of our Services or the health and safety of our staff.
 - 13) If you disregard risk management procedures under Brighter Road's Workplace Health and Safety Policy.
 - 14) If you fail to pay the fees due to Brighter Road by the specified due date under this Agreement.
- d) If you notify us that you want to terminate this Service Agreement, Brighter Road will:
- 1) Notify the NDIA and the service providers which are providing supports to you under your Plan that we will no longer be acting as your intermediary once the 30 day notice period is up. We will also notify them that we will only accept claims for payment up to the date on which this Agreement ends.
 - 2) Provide you with a statement of the Plan balances remaining on the last day of Plan Management activities, within 14 days of the last day we process transactions on your behalf.

13. Complaints And Feedback

- a) If the Participant wishes to give Brighter Road feedback or wishes to make a complaint in regard to the provision of supports, you can make a complaint:
 - 1) In person to the Director(s) or a staff member;



Plan Management Service Agreement

- 2) By email to admin@brighterroad.org.au;
 - 3) Verbally by telephone to 0497 550 926;
 - 4) By post to 22 Country Crescent, 4211, QLD 4211 Australia
 - 5) On our website www.brighterroad.org.au.
- b) For all written complaints or feedback, please provide your complaint in the form of our written Feedback and Complaints Form.
- c) We will resolve complaints promptly in accordance with our Feedback and Complaints Policy.
- d) You can make a complaint to the NDIS Commission by:
- 1) Phone: 1800 035 544 or TTY 133 677 (Interpreters can be arranged);
 - 2) National Relay Service and ask for 1800 035 544; or
 - 3) Visiting <https://www.ndiscommission.gov.au/about/complaints> and filling out a complaint contact form.

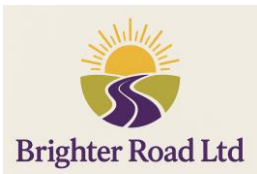
14. Emergency And Disaster Management

- a) In the event of an unavoidable change to the provision of supports to you due to an emergency or disaster occurring we will abide by the following care continuity plan to ensure that supports continue to be delivered to you:
- 1) We will attempt to find a suitably qualified and/or experienced Worker at Brighter Road to fill in on a temporary basis to provide support to you while your regular worker is absent.
 - 2) Engage an external agency to provide short term assistance or otherwise recruit for the role.
 - 3) Recruit a new Worker to act in the role.
- b) In the event of an emergency or disaster, Brighter Road's workers will be trained to follow the procedures set out in the Emergency Management Plan, ensuring you are safe, and your supports are maintained during this time.
- c) A Participant Emergency Plan will be completed in collaboration with you and your representative/family, to ensure your specific support needs are taken care of and appropriate procedures are in place during an emergency.

Plan Management Service Agreement

15. Daily Personal Activities (0107) With Sole Support Workers

- a) If providing daily personal activities with sole support workers, providing supports to participants who live alone, Brighter Road, will comply with the additional conditions imposed under section 73G of the National Disability Insurance Scheme Act 2013. <https://www.ndiscommission.gov.au/providers/registered-ndis-providers/registered-provider-obligations-and-requirements/providers>
- b) Where this is applicable, Brighter Road will record the evaluation of your risk factors on the Participant Risk Assessment Form. You will receive a copy of this, along with an updated version in the event of any changes in circumstances.
- c) Brighter Road will ensure your sole support worker possesses the necessary skills, qualifications, and attributes to provide quality support. You asked for your preferences for workers, and will be involved in this selection process.
- d) The evaluation of your Service Agreement's implementation will occur at appropriate frequency, conducted by a person other than the sole support worker. This assessment will incorporate your feedback regarding the satisfaction levels with the type, quality, and frequency of personal support provided.
- e) Brighter Road will oversee and assess the performance of the sole support worker, at appropriate frequency, ensuring that it aligns with the terms of the agreement and prioritizes your safety and well-being. This will include, with your consent:
 - 1) Scheduled visits by a supervisor to your home for in-person supervision of the sole support worker.
 - 2) Communication with you, in your preferred language and mode of communication, including face-to-face contact within your home.
- f) With your consent, Brighter Road will establish connections with other providers who may be involved in providing supports or services to you in your home or in supporting you to access community based activities.



Plan Management Service Agreement

AGREEMENT SIGNATURES

Executed as an agreement on

Date:/...../.....

Signed for and on behalf of

Brighter Road Ltd

ABN 12688809369 (Brighter Road), by:

.....
Signature

.....
Name (please print)

Signed by the Participant:

.....
Signature

.....
Name (please print)

Signed by the Representative:

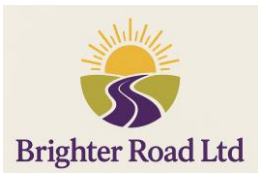
.....
Signature

.....
Name (please print)

Internal Use Only

A fully signed version of the Agreement should be provided to the Client. If this has not occurred, please make a record below of the circumstances if the Client did not receive a copy of their Agreement.

--



Plan Management Service Agreement

Annexure A: Schedule of Supports

Support item	Description of support	Price per unit	No. of Units	How the support will be provided	Start Date	End Date	Total	Comments
Total budget NDIA managed \$			Total budget plan managed \$			Total budget self-managed \$		

Participant Signature:	Date: __/__/__
Signed on behalf of Brighter Road:	Date: __/__/__



Plan Management Service Agreement

Annexure B: Change to Schedule of Supports

Change number	Type of change	Support relating to	Details of change	Date effective	Change budget	in	Total new budget	Payment information	Comments

Change number	Brighter Road Representative name	Brighter Road Representative signature	Date	Participant/Representative's name	Participant/Representative's signature	Date