

# Service Agreement

## WB Plan Management

**ABN:** 51 698 600 409

**NDIS Registration:** 4-JQGK7CE

**Organisation ID:** 4050148292

This is a customer Service Agreement. This Service Agreement defines the relationship between 'you' and 'us'. As an NDIS participant (*'the Customer', 'you', 'your'*), you have asked us, WB Plan Management to provide plan management services/supports (the *'Services'*) to you.

This Service Agreement details the Services we will be providing and the terms and conditions for the provision of those Services.

## 1. Commencement Date

This Service Agreement will commence on the date you sign this agreement (*'the Start Date'*) for the duration of your association with WB Plan Management or until we are notified otherwise in writing by you or your Representative.

If you are transitioning from another Plan Management service commencement will not take effect until the day after your notice period with your existing plan management service provider ends.

Following each Plan review, WB Plan Management will automatically renew this Service Agreement. If you don't wish for the Service Agreement to automatically renew, you may contact us at any time.

## 2. WB Plan Management

WB Plan Management Pty Ltd (ABN 51 698 600 409) (*'WB Plan Management', 'us'*) is a registered provider of plan management supports under the NDIS. WB Plan Management is available Monday to Friday (excluding public holidays) during the hours of 9:00am – 4:00pm. Calls or communications outside these hours will be returned during normal business hours.

### 3. NDIS Plan

The National Disability Insurance Scheme ('*NDIS*') provides services and support to NDIS participants. The National Disability Insurance Agency ('*NDIA*') runs the NDIS. The NDIA or their delegate develops an NDIS Plan with you and this NDIS Plan is the basis for your WB Plan Management. You agree to provide us with a copy of your NDIS Plan support categories and budgets at the Start Date.

Should your NDIS Plan change, you agree to advise as soon as possible. This is important to ensure the services you receive from your service providers continue without interruption.

You also authorise us to ask the NDIA to share your NDIS Plan with us electronically via the NDIS Portal (if required).

This is required in order for us to perform our Services.

### 4. Services

Our Services come at no cost to you. Once you request "*Improved Life Choices*" to be added to your NDIS Plan, NDIS will cover our fees.

We provide the following types of services:

- Plan Management and Financial Administration Set Up
- Financial and Service Intermediary Set Up
- Plan Management Financial Administration Services
- Plan and Financial Capacity Building

### 5. Guardian or Nominee acting on your behalf

WB Plan Management will work in partnership with a Guardian who is legally permitted to make decisions on your behalf.

WB Plan Management will also work alongside a Nominee who is legally permitted to make decisions on your behalf.

If you are a Nominee signing up on behalf of a NDIS participant (this includes a Representative, Nominee or Support Coordinator under the NDIS), you agree that you have the authority and/or the consent from the NDIS participant you are representing.

If at any point, the NDIS participant contacts us to inform us they no longer wish for you to act on their behalf, we reserve the right to immediately revoke you as an acting Nominee whilst we undergo further review.

## 6. Responsibilities

### Our Responsibilities

Our responsibilities under this Service Agreement are to:

- Provide financial administration services for your NDIS Plan to the amount funded by your NDIS Plan and agreed in this Service Agreement
- Keep accurate and up-to-date records on your behalf
- Pay service provider invoices on your behalf, provide monthly statements showing NDIS Plan expenditure and remaining funds against budget
- Inform you of any significant variances in NDIS
- Plan spending (where identified) Assist you in your dealings with service providers (where appropriate)
- Communicate with you via phone and email in a timely manner
- Resolve Service issues quickly by listening to your feedback
- Protect your privacy and confidential information in accordance with our Privacy Policy

### Your Responsibilities

Your Responsibilities under this Service Agreement are to:

- Nominate WB Plan Management as your dedicated Plan Manger and advise your service providers
- Provide us with service provider invoices (where you receive them directly) on a timely basis
- Provide your service providers with information about how to send us invoices

- Take responsibility for selecting who will provide support services to you and let us know who those service providers are, their contact details and the agreements or arrangements you have with them;
- Advise us if you engage a new service provider and/or decide to finish services with a service provider
- Provide us with any information we reasonably request in a timely way
- Treat us and our team members with courtesy and respect
- Discuss any concerns about our Service with us
- Pay for service provider support services that are not included in your NDIS Plan, including services or equipment in excess of the supports funded by the NDIS
- Advise us if your NDIS Plan ends or is replaced by a new NDIS Plan by a new NDIS Plan

## 7. Payments

### Our Fees

As noted above, we will claim directly from the NDIA our fees (as per the below schedule) for the provision of Services starting from the Start Date of the Service Agreement.

Item Number	Item Name and Notes Unit		National	Remote	Very Remote
14_033_0127_8_3	Plan Management - Set Up Costs <ul style="list-style-type: none"> <li>• A one-off (per plan) fee for setting up the financial management arrangements.</li> </ul>	Each	\$232.35	\$325.29	\$348.54
14_034_0127_8_3	Plan Management - Monthly Fee <ul style="list-style-type: none"> <li>• A monthly fee for the ongoing maintenance of the financial management arrangements</li> </ul>	Month	\$104.45	\$146.23	\$156.67

Please note that the above fees are set by, and subject to change at the discretion of the NDIA. The NDIA will automatically increase or decrease at the time of change.

## Payments to your service providers

Following delivery of support services to you, the service provider (or you) will claim payment for those supports from us by forwarding an invoice to [invoices@wbplan.au](mailto:invoices@wbplan.au) or sending the invoice to our postal address.

The service provider support services must satisfy the necessary supports as defined by the NDIA. Further, the service provider support services are required to be consistent with your current NDIS Plan and the service provider agreement. The service provider will need to provide a tax invoice that aligns with the guidelines of the NDIS and the Australian Tax Office.

We will claim from the NDIA portal for funding up to the amounts specified in the support category and budget approved in your NDIS Plan and will only contact you if there appears to be an issue.

## Using your own money

You need to ensure that any extra spending that will be submitted as a reimbursement to you, is being spent on a service and/or item that is in line with your NDIS Plan limitations. This is to make sure you can get the money back if you spend it.

## 8. Ending this Service Agreement

Either party may end this Service Agreement by giving the other 30 days' notice in writing. Notice may be waived by the other party at its sole discretion. If either party seriously breaches this Service Agreement the requirement of notice will be waived.

If you notify us that you wish to end this Service Agreement, we will notify the NDIA and the service providers providing supports to you under your NDIS Plan to let them know that we will no longer be providing you with Services once the notice period expires. We will also notify them that we will only accept claims for payment up to the end of this Service Agreement.

## 9. Feedback, Complaints and Disputes

You can give us feedback or make a complaint at any time. If you are not satisfied with any aspect of our Services or wish to make a complaint, please contact us by telephone on 0409 273 621, or via email at [info@10xsolutions.com.au](mailto:info@10xsolutions.com.au). We will endeavour to respond to your message as soon as possible. Typically, we will respond within one business day.

If we are unable to resolve your complaint or you are dissatisfied with our response to your complaint, you may contact the NDIS Quality and Safeguards Commission ([www.ndiscommission.gov.au](http://www.ndiscommission.gov.au) or 1800 03 55 44).

## 10. Goods and Services Tax (GST)

WB Plan Management Service Agreement (Version 2 2024) 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 Nationality Disability Insurance Scheme Act 2013 (NDIS Act), in the participant's NDIS plan currently in effect under section 37 of the NDIS Act.

# Privacy Policy

WB Plan Management is committed to protecting privacy and the rights of individuals. This policy sets out how we collect and manage personal and sensitive information about individuals and contains our privacy collection statement.

## 1. What is personal information and why do we collect it?

Personal information is defined in the Privacy Act 1988 (Cth). Generally, it is information or an opinion from which your identity is apparent or can be reasonably ascertained. This may include your name, address, telephone number, email address, profession or occupation. With respect to the National Disability Insurance Scheme (NDIS) it may include your NDIS Number and relevant information about your supports.

Personal information is obtained in many ways including interviews, telephone discussions, email or via our website, from your NDIS Plan and from third parties.

We collect personal information for the primary purpose of providing services to you, our clients and marketing. We may also use your personal information for secondary purposes closely related to the primary purpose, in circumstances where you would reasonably expect such use or disclosure. You may unsubscribe from our marketing list at any time by contacting us in writing.

## 2. Type of personal information we collect

The types of personal information we may collect include: name, address (residential and mailing addresses) and contact details (telephone and email); government identifiers (NDIS Number and copies of your NDIS plan);

information about your identity (date of birth, country of birth, drivers' license); information about your personal circumstances (age, marital status, occupation and gender);

information about your financial affairs (payment details and bank account details); business information (your ABN, name and address of your business and business related contact information); and any other information as required by the Anti-Money Laundering Counter-Terrorism Financing Act 2006 (Cth).

We may also collect or hold a range of sensitive information about you including: health information (including your medical history and any disability or injury you may have). We may also receive information about you from your providers for the purposes of managing your NDIS plan.

### 3. Why we collect sensitive information

We will only collect sensitive information if you consent and such information is necessary in order for us to provide our Services.

We may collect, hold, use and disclose your information for the purposes of the administration of your NDIS plan, coordination of your disability supports and liaising with your support providers and with the National Disability Insurance Agency (NDIA).

### 4. How we collect your personal and sensitive information

Where it is reasonable and practical to do so, we will always collect personal and sensitive information directly from you.

Some participants may have a representative (a partner, grandparent, parent, sister, brother or someone with legal authority to act on your behalf) or their NDIS Support Coordinator may provide information to us on their behalf. WB Plan Management may engage with your Representative and/or Support Coordinator to collect personal and sensitive information.

### 5. Disclosing your personal and sensitive information

We will not give your personal information to private sector organisations, your service providers, government agencies or anyone else unless you consent or an exemption, such as one of the following applies:

- It is legally required or authorised, such as by an Australian law, or court order;
- You would reasonably expect us to use the information for that purpose;
- The information is formally requested by regulatory bodies, government agencies and law enforcement bodies, including the Department of Human Services and the NDIA;
- We reasonably believe that it is necessary to lessen or prevent a serious threat to the life, health or safety of any individual, or to public health or safety; and
- We have reason to suspect that unlawful activity, or misconduct of a serious nature, that relates to our functions or activities has been, is being or may be engaged in and we reasonably believe that it is necessary for us to take appropriate action in relation to the Matter.

- In the unlikely event that WB Plan Management, its assets and/or operations are sold to another party, our records of personal and sensitive information will be transferred to the acquiring party.

## 6. Security of your personal information

We take reasonable steps to ensure your personal and sensitive information is protected from misuse and loss and from unauthorised access, modification or disclosure. We may hold your information in either electronic or hard copy form.

Personal and sensitive information is destroyed or de-identified when no longer needed. Our staff are required to undertake training on our privacy policy. We safeguard our IT systems against unauthorised access and ensure that paper-based files are secured. We also ensure that access to your personal information within our systems is only available to our staff who need to have access to do their work. WB Plan Management may store some information overseas in secure cloud-based environments. WB Plan Management will take all reasonable steps to protect that Information.

If a data breach occurs, such as if personal information that we hold is subject to unauthorised loss, use or disclosure, we will respond in line with the Office of the Australian Information Commissioner's Data breach notification process. We will aim to provide timely advice to you to ensure you are able to manage any potential harm or loss, financial or otherwise, that could result from the breach.

## 7. What if we can't collect your information?

If you do not provide us with the personal or sensitive information as described above, we may be unable to provide our Services to you.

## 8. Accessing your personal information

You may access personal information we hold WB Plan Management | Privacy Policy (Version 1 2023) about you. If you wish to access your personal information, please contact us in writing. In order to protect your personal information, we may require identification from you before we release the requested information. We will not charge any fee for your access request, however we may charge an administrative fee for providing copies of your personal information.

## 9. Maintaining your personal information

Pursuant to the Privacy Act you may request corrections to any personal information that we hold about you if you think the information is inaccurate, out-of-date or incomplete.

## 10. Complaints

We will respond to your complaint or request promptly if you provide your contact details. We take all complaints seriously and are committed to a quick and fair resolution. We will not take the fact that you have made a complaint into consideration when we perform any of our other functions or activities.

You may also make a complaint to the Office of the Australian Information Commissioner (OAIC). If you do so, the OAIC may recommend that you try to resolve your complaint directly with us in the first instance. The OAIC can be contacted on 1300 363 992 or via the Office of the Australian Information Commissioner website ([www.oaic.gov.au](http://www.oaic.gov.au)). The website also contains further information about making complaints relating to privacy.

We will aim to answer your questions or concerns in a timely and satisfactory manner. If we cannot resolve the matter at the point of first contact, our designated complaints manager will be in contact within a reasonable time to advise:

- who will be handling your enquiry; and
- how our investigations are progressing.

## 11. Policy Updates

This Policy may be updated and changed from time to time and is available on our website.