Soothing Minds Plan Management is a plan management and financial intermediary service to NDIS participants.

This Service Agreement is between Soothing Minds Plan Management and the participant / nominated representative in the National Disability Insurance Scheme. This Service Agreement will be in effect from today for the duration of the Participant’s association with Soothing Minds Plan Management, or until we are notified otherwise in writing by the Participant/nominated representative.

**Soothing Minds Plan Management Responsibilities**

* Provide financial intermediary services
* Pay supplier invoices on behalf of participant
* Process participant reimbursement claims
* Track expenditure against participant budget
* Reconciliation of participant funding balances
* Provide summary or detailed monthly statements of expenditure and available funding via email or post
* Assist with purchases where appropriate
* Participant liaison – emails, phone calls etc and include you in all decisions about supports
* Communicate openly and honestly in a timely manner
* Treat the Participant/nominated representative with courtesy and respect
* Making sure your information is correct and up to date
* Storing your information carefully and making sure it is kept private
* Obeying all the rules and laws that apply. This includes the National Disability Insurance Scheme Act 2013 and the National Disability Insurance Scheme Rules
* Checking whether GST applies
* Listen to the Participant/nominated representative’s feedback and resolve problems in a timely manner
* Protect the Participant’s privacy and confidential information as per Soothing Minds Plan Management [Privacy Policy](https://averplanmanagers.com.au/privacy-policy/)
* Troubleshooting

**Participants / Nominated Representatives**

**Responsibilities**

* Advising Soothing Minds Plan Management of any supports you wish to have
* Being polite and respectful to the staff who work with you.
* Advising Soothing Minds Plan Management if you have any problems.
* Advising Soothing Minds Plan Management when you cannot make it to an appointment and should always try to give us 24 hours’ notice.
* Discuss any concerns about our service with Soothing Minds Plan Management
* Informing Soothing Minds Plan Management straight away if you want to end the Service Agreement.
* Letting Soothing Minds Plan Management know if your NDIS Plan changes or if you stop using the NDIS

**Schedule of Supports**

Soothing Minds Plan Management will claim directly from the NDIA a set-up fee (if applicable) and a monthly fee for the provision of support as agreed in Schedule of Supports. Soothing Minds Plan Management’s current fee structure uses the following line items:

**Plan Management & Capacity Building Set- up costs (14\_033\_0127\_8\_3)**

* Initial consultation
* Loading of participant details into participant management system
* Setting up participant account within finance system
* Loading plan
* Setting service bookings
* Budget allocation

**Plan Management Financial Administration (14\_034\_0127\_8\_3)**

* Reconciling participant balances
* Paying supplier invoices on behalf of participant
* Processing participant re-imbursement claims
* Tracking expenditure against participant budget
* Monthly statements of expenditure and available funding
* Assisting with purchases
* Troubleshooting
* Participant liaison – emails, phone calls etc

**Plan Management Process**

By nominating Soothing Minds Plan Management to be your Plan Manager, you will be allowing us access to the NDIS funding that has been made available to you through your NDIS plan. This funding will be accessed by Soothing Minds, through the NDIS online portal (PRODA).

From thereon, Soothing Minds Plan Management will be able to use the information in your online portal to set-up your plan management services and begin processing your payments.

Soothing Minds Plan Management will undertake the administration, categorisation, and uploading your invoices and/or reimbursements through the online NDIS Portal.

Should either Party need to end this Service Agreement, one month’s notice must be provided in writing. If either Party seriously breaches this Service Agreement the requirement of notice will be waived.

If the Participant/nominated representative wishes to provide feedback or is not satisfied with the provision of supports and wishes to make a complaint, the Participant/nominated representative can contact Marina Levez on (08) 8448 1106.

**GST Obligations**

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| --- |
| It is Soothing Minds Plan Managements responsibility to check whether GST does or does not apply.Most services provided under the NDIS will not include GST. However, GST will apply to some services. |

Under tax law, the following sentence must be included in this Agreement:

"A supply of supports under this Service Agreement is a supply of one or more reasonable and necessary supports specified in the statement of supports included, under subsection 33(2) of the [National Disability Insurance Scheme Act 2013 (](http://www.comlaw.gov.au/Current/C2014C00149)NDIS Act), in the participant’s NDIS Plan currently in effect under section 37 of the NDIS Act."

**Participant Consent**

Soothing Minds Plan Management collects your information for the primary purpose of providing quality supports and services to you, including some personal information to ensure our services meet your individual needs. This information will also be used for:

* administrative purposes – planning your support and services.
* disclosure of information to the NDIA, the NDIS Quality and Safeguards Commission or other government agencies when needed.
* disclosure of information pertaining to the funded supports in your plan to other disability support providers in order for them to be able to provide appropriate services.

**Terms & Conditions of Service**

* Any advice given by Soothing Minds Plan Management outside of financial intermediary advice shall be considered general in nature.
* Soothing Minds Plan Management shall not be liable for any, failure of, or delay in, the payment of funds, or performance of this service agreement, for the period that such failure or delay is beyond the reasonable control of a party
* Soothing Minds Plan Management takes in good faith the information provided by the Participant/nominated representative to be true and accurate, and that any claims presented to Soothing Minds Plan Management are a true reflection of goods and services provided to the Participant in line with the NDIS guidelines (National Disability Insurance Scheme Act 2013)
* Soothing Minds Plan Management do not require participants to fill in a new service agreement for each new NDIS plan they receive. Once signed, this service agreement is enduring, and as such, will remain current until a formal notice to cease services has been provided to Soothing Minds Plan Management, which you, as the participant (or participant’s representative), have the right to do so at any given time.