

Service Agreement

NDIS Plan Management Financial Administration

This agreement is made in accordance with the rules and goals of the National Disability Insurance Scheme (NDIS) and the *National Disability Insurance Scheme Act 2013* (Cth) (NDIS Act).

Agreement Details

nib Thrive Pty Ltd Details	
Business Name	nib Thrive Pty Ltd
ABN	69 624 874 219
Head Office Address	22 Honeysuckle Drive, Newcastle NSW 2300
Postal Address	nib Thrive, Locked Bag 2010, Newcastle NSW 2300
Phone Number	1800 999 333
Email	enquiries@nibthrive.com.au

Schedule A – Support Provided by nib Thrive

nib Thrive will provide the following services and support. We will:

- Make claims on the NDIS Portal for the supports provided by Your providers that You approve.
- Claim from the NDIS Portal within three business days of receiving a valid invoice from Your provider. You must have an active NDIS Plan (made in accordance with s37 of the NDIS Act) to cover the period.
- Pay providers within two business days of receipt of a successful claim from the NDIS Portal.
- Provide information on claim outcomes to You, Your Authorised Representative and Your Provider.

As an NDIS Registered Service Provider, nib Thrive’s fees are regulated by the National Disability Insurance Agency (NDIA). nib Thrive will charge the fees defined in Table 1 or the amount shown on Your plan, whichever is lower.

These prices are set by the NDIA and vary in line with changes to the NDIS Pricing Arrangements and Price Limits issued by the NDIA.

Table 1 – Fee for Plan Management – Financial Administration

Item number	Item Name and Notes	Unit	National Price
14_034_0127_8_3	Plan Management – Monthly Fee ■ A monthly fee for the ongoing maintenance of the financial management arrangements.	Monthly	\$104.45

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NDIS Plan Management Financial Administration (continued)

Terms and Conditions

1 Definitions

- 1.1 You / Your / Participant refers to the participant in this Service Agreement.
- 1.2 We / Us / Our / nib Thrive refers to nib Thrive Pty Ltd.

2 Your responsibilities

You agree to:

- 2.1 Tell us immediately if Your NDIS Plan changes or You are no longer an NDIS participant.
- 2.2 Tell us if Your personal details change. This includes things like Your address or the personal details of an individual You have authorised to act on Your behalf (Authorised Representative).
- 2.3 Tell us if You have any concerns, feedback, or complaints. You can find out how to do this on our website at nib.com.au/thrive or You can also call one of our friendly staff on 1800 999 333 to discuss.
- 2.4 Approve valid invoices. You or Your Authorised Representative may approve invoices. You may be requested to repay funds that the NDIS deem not to be best funded by the NDIS. Any payment You later determine to be unauthorised will need to be recovered from the provider by You and returned to Your plan funds.
- 2.5 Report payment disputes to us. While using Your NDIS Plan to receive supports, there may be situations where You disagree with the cost of an invoice. If this happens, it is important that You notify us as soon as possible so we can stop payment, or only make part payments where appropriate.
- 2.6 Notify nib Thrive if You believe that an invoice has an error. Under consumer law, a provider is entitled to be paid for the goods and services they have provided. If You believe that an invoice has an error, nib Thrive will process the payment to the amount You agree with.
You can enter a dispute resolution process with the provider for the amount in question.
- 2.7 Provide us with a Standing Authority unless You withdraw Your consent. A Standing Authority means You give us authority to make payments to providers up to a limit without needing to approve each individual provider invoice.

Approve Your invoices within three days If You have opted out of providing a Standing Authority. We will seek Your approval before any payment is made either via email or by phone. After three days, if You do not reject an invoice, we will consider the invoice to be approved and process the payment to the provider.

Only invoice(s) received by upload to the nib Thrive Portal, direct from an approved provider, or from Your registered email address will be accepted. You may update this at any time by emailing enquiries@nibthrive.com.au or by calling 1800 999 333.

3 Our responsibilities

We agree to:

- 3.1 Provide You with the Plan Management – Financial Administration as defined on Schedule A.
- 3.2 Provide You with a monthly statement for the supports that we pay using Your NDIS Plan. We can provide You with invoices if You request them.
- 3.3 Listen to Your feedback.
- 3.4 Work with You to resolve issues quickly and effectively.
- 3.5 Operate within NDIS guidelines and policies in relation to incident reporting, privacy, and complaints.
- 3.6 Not process invoices that we determine to be outside the intent of Your plan, NDIS guidelines and principles of the NDIS.

4 Invoicing and payment

- 4.1 nib Thrive's fees, which are in line with the NDIS Price Guide, are taken directly from Your NDIS Plan.
- 4.2 You permit us to make a service booking (where applicable) and make payment requests on Your Plan for plan management fees.

5 Goods and Service Tax (GST)

- 5.1 Our supports under this Service Agreement are specified in Your NDIS plan statement of supports.
- 5.2 If applicable, You must pay any GST on fees at the same time and in the same manner as the fees.

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6 Information You give us

- 6.1 nib Thrive takes in good faith that the information provided by You / Your Authorised Representative is true and accurate, and that claims presented by nib Thrive are a true reflection of goods and services provided to You in line with the NDIS guidelines.
- 6.2 Your authorisation of invoices acknowledges Your agreement that the goods and/or services received meet the reasonable and necessary guidelines set out by the NDIS, are funded in Your plan and will assist in meeting one or more of Your stated goals.

7 Terminating this Agreement

- 7.1 This Service Agreement may be terminated by either party giving 14 days' notice (**adequate notice**).
- 7.2 You can end this Service Agreement without giving adequate notice if Your health and safety is at risk from the supports we are providing; and/or
- 7.3 We can end this Service Agreement without adequate notice if:
 - 7.3.1 Your invoice remains unpaid by its due date; and/or
 - 7.3.2 Your funded supports are no longer in Your NDIS Plan.
 - 7.3.3 nib Thrive suspects that You or Your provider has engaged in conduct that is outside the guidelines of the NDIS.
 - 7.3.4 nib Thrive believes Your actions or those of anyone representing You are negatively impacting the health, safety, or wellbeing of its staff.
- 7.4 After this Service Agreement ends, and in accordance with the privacy policy which can be found on our website at **nib.com.au/docs/thrive-privacy-policy**, we will continue to uphold the confidentiality and privacy of any applicable information we hold.

8 Changing this Agreement

- 8.1 This Service Agreement may need to be updated at times. nib Thrive will provide at least 14 days' notice of change(s) to You.

9 Information being used and disclosed

- 9.1 To provide a mutually beneficial service to You and Your providers, we may disclose relevant information to Your providers to facilitate payment of their invoices. For example, we will advise Your providers when:
 - 9.1.1 Your support category has been exhausted; and/or
 - 9.1.2 We are not plan managing a specific category; and/or
 - 9.1.3 Your plan is frozen due to an NDIS Plan review; and/or
 - 9.1.4 We can't make a claim from the NDIS, we will provide the reason given to us by the NDIA; and/or
 - 9.1.5 You have not authorised the invoice.
- 9.2 We will also provide relevant and reasonable information to Your providers to help them get paid. Reasonable information is not personal or confidential information but rather information such as directing them to the NDIA, NDIS Commission, NDIS price guide, and practice guidelines as available on the NDIS website.
- 9.3 Your Personal Information will only be disclosed in line with our privacy policy. This may include disclosing Your personal information overseas. The privacy policy can be found on our website at **nib.com.au/docs/thrive-privacy-policy**
- 9.4 You agree that:
 - 9.4.1 You may receive direct marketing from us unless You request otherwise;
 - 9.4.2 You can contact us at any time to let us know You no longer wish to receive direct marketing material from us;
 - 9.4.3 You can opt out of the communications at the time of receiving them through the unsubscribe link provided.
 - 9.4.4 More information can be found in our privacy policy at **nib.com.au/docs/thrive-privacy-policy**
 - 9.4.5 By joining nib Thrive and the services we offer, You acknowledge that You agree for us to release relevant and reasonable information to Your providers, the NDIA and NDIS Commission. If You do not agree, please email us at **enquiries@nibthrive.com.au**