

Parties

This Service Agreement is between Alpha Plan Management Pty Ltd and the National Disability Insurance Scheme (**NDIS**) Participant identified in the Service Agreement (**Participant**).

Where this Service Agreement is entered into, or instructions are given, on behalf of the Participant by another person, that person must be legally authorised to act for the Participant in relation to the relevant matter (**Authorised Representative**).

In this Agreement:

- **Authorised Representative** means a person authorised under the NDIS Act, by the NDIA, under an applicable guardianship, administration or other legal arrangement, or otherwise by law, to act on behalf of the Participant in relation to the matters covered by this Service Agreement.
- **NDIS Act** means the National Disability Insurance Scheme Act 2013 (Cth).
- **NDIA** means the National Disability Insurance Agency.

Before relying on a person to accept this Service Agreement, give payment instructions or give optional consents on behalf of the Participant, Alpha Plan Management must sight evidence of the person's identity and legal authority for the relevant matter. It must record the evidence sighted, the scope and any limits of the authority, and any expiry or review date. Alpha Plan Management must recheck the authority if it becomes aware of a change, a limit or an expiry, and must not rely on instructions it cannot reasonably verify. Listing a person in Contact B or Contact C records their contact details only. It does not give them authority to accept this Service Agreement, give payment instructions or give optional consents.

Alpha Plan Management is a part of Torrens Health. Torrens Health may have an interest in a support option available to the Participant.

This Service Agreement starts when both the Participant or Authorised Representative and Alpha Plan Management have accepted it, or on a later commencement date they agree and Alpha Plan Management records. It continues until terminated in accordance with this Service Agreement.

Schedule of supports

Alpha Plan Management agrees to provide the Participant financial administration services. The supports and their prices are set out in the Schedule of Supports. All prices are GST inclusive (if applicable) and include the cost of providing the supports.

Any amount that is not payable from the Participant's NDIS funding will only be payable by the Participant where:

- the nature and amount of the expense have been disclosed to the Participant or Authorised Representative in advance; and
- the Participant or Authorised Representative has agreed to the expense before it is incurred.

Alpha Plan Management will not charge the Participant for any additional expense that has not been agreed in advance, except where payment is required by law.

Responsibilities of Alpha Plan Management

Alpha Plan Management will:

- provide financial administration services
- reconcile client balances
- pay supplier invoices on behalf of the Participant
- process client reimbursement claims
- track expenditure against client budget
- provide monthly statements of expenditure and available funding to the Participant or Authorised Representative in an accessible form, unless the Participant opts out of receiving them, and record any opt-out instruction
- assist with purchases where appropriate
- troubleshooting
- client liaison – emails, phone calls etc
- consult the Participant or Authorised Representative upon request, regarding decisions about how funds are spent
- communicate openly and honestly in a timely manner
- treat the Participant or Authorised Representative with courtesy and respect
- listen to the Participant or Authorised Representative's feedback and resolve problems quickly
- protect the Participant's privacy and confidential information as per Alpha Plan Management's Privacy Policy available on the Alpha Plan Management website **alphaplanmanagement.com.au**

Alpha Plan Management provides plan management and financial administration services only. It does not determine whether a support is reasonable and necessary under the Participant's NDIS plan and does not guarantee that the NDIA will approve or reimburse any particular claim.

Responsibilities of Participant or Authorised Representative

I agree to:

- take steps to provide information as requested by Alpha Plan Management in a timely manner;
- treat Alpha Plan Management staff with courtesy and respect;
- discuss any concerns about our service with Alpha Plan Management;
- advise Alpha Plan Management immediately if the Participant's NDIS plan is suspended or replaced by a new NDIS plan, or the Participant stops being an NDIS participant;
- provide Alpha Plan Management with details of the Plan Managed support budgets in the Participant's NDIS plan and advise immediately in writing if any of the support categories or budgets change.

Use of NDIS funding

The Participant or Authorised Representative agrees to ensure that all invoices, claims and reimbursement requests provided to Alpha Plan Management:

- relate to supports that are included in the Participant's NDIS plan;

- comply with NDIS requirements and NDIA guidelines;
- are accurate and not misleading.

The Participant or Authorised Representative agrees not to ask Alpha Plan Management to process payments or claims that do not meet NDIS requirements.

The Participant's or Authorised Representative's assurances do not replace Alpha Plan Management's own duties to check and submit claims in accordance with applicable NDIS requirements.

Alpha Plan Management may make reasonable enquiries and request supporting information where reasonably necessary to establish that an invoice, claim or reimbursement request complies with applicable NDIS requirements and the Participant's NDIS plan.

Alpha Plan Management must record any standing invoice approval instructions selected by the Participant or an Authorised Representative authorised to give payment instructions. The record must identify the providers and supports or categories covered, any amount or other limits, and any invoices, reimbursements or categories that still require specific approval.

If no standing instruction covering an item is recorded, Alpha Plan Management must obtain specific approval from the Participant or an Authorised Representative authorised to give payment instructions before processing it.

Selecting a Support Coordinator as a contact, or giving them information or dashboard access, does not authorise them to approve payments.

Alpha Plan Management must not process an item contrary to the recorded instructions unless processing is required by law or applicable NDIS requirements.

Invoice approval instructions: select one option

- ☐ **Specific approval:** Alpha Plan Management must obtain my specific approval before processing each invoice or reimbursement request. This option applies if neither option, or both options, are selected, or if a standing approval selection is incomplete.
- ☐ **Standing approval:** Alpha Plan Management may process only the invoices or reimbursement requests covered by the completed entries below without obtaining my specific approval for each item. Each entry must identify the provider or payee, the support or category and the maximum amount per item. An item outside those entries, or listed as an exception, requires my specific approval.
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Provider or Payee	Support or Category	Maximum Amount Per Item	Other Limits (including frequency or total limit, if any)

Use a separate entry for each provider or payee and support or category. If more space is needed, attach a completed sheet with the same fields and retain it with the accepted agreement. Blank entries do not authorise any payment.

Exceptions requiring specific approval:

Name of person giving this instruction:	Capacity (Participant or Authorised Representative):

Date:

The Participant or an Authorised Representative authorised to give payment instructions may change or revoke this selection at any time by giving Alpha Plan Management an instruction. Alpha Plan Management must record the instruction and apply it to items not yet processed. This selection does not override Alpha Plan Management's approval, eligibility and claiming checks under this Service Agreement.

Rights of Participant or Authorised Representative

Alpha Plan Management is committed to upholding the rights of NDIS participants in accordance with the NDIS Code of Conduct. You have the right to:

- be treated with dignity and respect;
- exercise choice and control over your supports;
- receive supports that are safe and of good quality;

- have your privacy and personal information protected;
- be free from abuse, neglect, exploitation, or discrimination;
- raise concerns or complaints without fear of retribution.

Alpha Plan Management will take all reasonable steps to support and protect these rights.

Payments

Alpha Plan Management will claim the applicable plan management fee through the NDIA portal only where the fee is properly claimable for plan management services provided to the Participant and in accordance with the applicable NDIS Pricing Arrangements and Price Limits.

Alpha Plan Management will submit a provider invoice for payment via the NDIA portal only after obtaining any approval required by the recorded standing invoice approval instructions and completing the checks required under this Service Agreement.

Alpha Plan Management will submit the invoice only if the claim is properly claimable under the Participant's NDIS plan and meets applicable NDIS, NDIA and Australian Taxation Office requirements.

The Participant or Authorised Representative will provide bank account details if necessary, to Alpha Plan Management for the purposes of claiming reimbursements.

Processing of claims and reimbursements

Alpha Plan Management will process an invoice, payment or reimbursement request only if any required approval has been obtained, the claim is properly claimable under the Participant's NDIS plan and it complies with applicable NDIS, NDIA and Australian Taxation Office requirements. Before processing, Alpha Plan Management must make reasonable checks appropriate to its plan management role. These include checking the provider or payee details, the support or purchase, the amount, whether the same item has already been claimed or paid, and the availability of funding in the relevant budget. Where relevant, it must also check the service or purchase dates and applicable price limits.

Alpha Plan Management may delay or decline to process an invoice, payment or reimbursement request where it reasonably believes that:

- the claim does not meet applicable NDIS, NDIA or Australian Taxation Office requirements;
- the invoice or supporting information is incomplete or incorrect;
- there are insufficient funds available in the relevant support budget;
- the claim is inconsistent with the Participant's NDIS plan or applicable funding requirements;
- the claim may be duplicated;
- the amount claimed may be incorrect;
- the goods or services have not been sufficiently identified;
- further information or supporting documentation is reasonably required;
- the claim is disputed by the Participant or Authorised Representative; or
- processing the claim may otherwise result in Alpha Plan Management failing to comply with applicable NDIS requirements.

Alpha Plan Management may contact the Participant, Authorised Representative or relevant provider to obtain further information or supporting documentation before processing the claim.

Where an invoice or reimbursement is genuinely disputed, Alpha Plan Management must put the item on hold and make reasonable enquiries. It must record the outcome and must not process the item unless the dispute is resolved and the item meets the applicable approval and claiming requirements. It may decline an item if the dispute cannot be resolved.

Before paying a reimbursement, Alpha Plan Management must take reasonable steps to independently verify the intended payee and bank account details with the Participant or an Authorised Representative authorised to give payment instructions. Before using changed reimbursement bank details, it must confirm the change through a contact method already on record or another independently verified contact method, and record the check. It must not rely solely on the request containing the new details.

Alpha Plan Management will maintain records reasonably necessary to demonstrate the approvals, checks, enquiries, corrections and payment decisions made in connection with claims and reimbursements.

Alpha Plan Management must promptly notify the Participant or Authorised Representative if it puts a disputed claim on hold, identifies a material issue affecting a claim, materially delays processing or declines a claim. It must explain the issue or decision and identify any further information or action reasonably required.

If Alpha Plan Management becomes aware that a claim or payment may have been processed incorrectly, it must promptly make reasonable enquiries and record its findings.

If Alpha Plan Management identifies an error, it must take reasonable steps to correct the claim or payment and, as appropriate under applicable NDIS requirements and law, recover an overpayment or report or escalate the matter to the NDIA or another relevant body.

Alpha Plan Management must promptly notify the Participant or Authorised Representative if the error materially affects the Participant's funding or interests, and explain the steps it is taking, unless doing so is prohibited by law.

Transition to support on exit

Either Party may end this Service Agreement by giving one month's written notice to the other Party, unless a shorter period is agreed in writing.

If this Service Agreement ends, Alpha Plan Management will:

- finalise outstanding claims and payments relating to services provided before termination, including pending invoices that are properly claimable;
- provide a final statement of expenditure and reconciliation identifying any charges accrued under this Service Agreement and any pending or declined claims and payments for services provided before termination;
- cooperate with the Participant or Authorised Representative to support transition to another plan manager where required.

This support will be provided in accordance with NDIS requirements and within the limits of the Participant's available funding.

Alpha Plan Management must provide the final statement and reconciliation as soon as reasonably practicable after termination. If it later finalises a pending claim or payment, it must provide an updated statement and reconciliation as soon as reasonably practicable after finalisation.

Alpha Plan Management may end this Service Agreement immediately if continuing to provide services would place Alpha Plan Management, the Participant or another person at serious risk, or would create a serious risk of breaching applicable NDIS requirements or law. Alpha Plan Management will give the Participant or Authorised Representative prompt written notice of the termination and the reasons for it, unless prohibited by law, and will take reasonable steps to minimise disruption and support a safe transition.

If either Party commits a material breach of this Service Agreement that cannot reasonably be remedied, the other Party may terminate the Service Agreement immediately by written notice. If the breach is capable of remedy, the affected Party must be given a reasonable opportunity to remedy the breach before termination, unless immediate termination is reasonably necessary to protect the Participant, Alpha Plan Management or another person from serious risk or to comply with applicable NDIS requirements or law.

On termination, Alpha Plan Management will also:

- cease submitting claims for services provided after termination, but may continue to submit or correct properly claimable invoices and claims relating to services provided before termination;
- promptly request any details reasonably required to complete the transfer and provide information and authorised records reasonably required to facilitate the Participant's transition to another plan manager. Alpha Plan Management must verify the recipient's identity and authority to receive the records and transfer the records securely as soon as reasonably practicable and within 10 business days after receiving the information reasonably required to verify the recipient and complete the transfer. If Alpha Plan Management cannot meet that deadline, it must promptly notify the Participant or Authorised Representative of the reason for the delay and the expected transfer date, and complete the transfer as soon as reasonably practicable.
- remove access provided to third parties through Alpha systems where that access is no longer authorised.

Goods & Services Tax (GST)

All fees and amounts stated in this Service Agreement are inclusive of GST where applicable.

GST will be dealt with in accordance with applicable GST legislation. Where a supply made under this Service Agreement is GST-free, no GST will be charged in respect of that supply.

Schedule of Supports – Improved Life Choices

Support Item	Support Item Ref No	Description	Agreed Monthly Fee
Plan Management – Financial Administration	14_034_0127_8_3	A monthly fee for the ongoing maintenance of the financial management arrangements Service period: monthly, subject to the applicable NDIS Pricing Arrangements and Price Limits. Applicable cap: the maximum amount permitted for this support item and service period under the NDIS Pricing Arrangements and Price Limits in force when the service is provided. This cap is separate from the agreed monthly fee.	\$104.45 per month

The agreed monthly fee is the amount stated in the Schedule of Supports above. Accepting this Service Agreement does not, of itself, make the fee claimable. Alpha Plan Management may claim the fee only for eligible plan management services provided to the Participant, when the claim is permitted under the NDIS requirements in force at the time. The amount claimed must not exceed the agreed monthly fee or the applicable NDIS price limit.

If the applicable NDIS price limit changes, Alpha Plan Management may propose a change to the agreed monthly fee. It must give the Participant or Authorised Representative advance notice of the proposed amount, the basis for the change and the proposed effective date. A discretionary increase takes effect only if the Participant or Authorised Representative expressly agrees to the new amount and effective date before it takes effect. Any adjusted fee must not exceed the applicable NDIS price limit.

For a part month, Alpha Plan Management may charge only an amount permitted under the applicable NDIS rules and agreed in advance by the Participant or Authorised Representative. Alpha Plan Management may charge separately for an activity only if the applicable NDIS rules permit it. Any separately chargeable activity that is not included in the agreed monthly fee must be disclosed and agreed in advance unless the charge is required by a mandatory NDIS rule.

Changes to this Service Agreement

Alpha Plan Management may amend this Service Agreement where reasonably necessary to reflect changes to:

- applicable legislation;
- NDIS or NDIA requirements or policies; or
- the NDIS Pricing Arrangements and Price Limits.

Alpha Plan Management must give the Participant or Authorised Representative reasonable advance written notice of any material amendment. The notice must explain the amendment, why it is needed and when it will take effect.

Alpha Plan Management may give shorter notice only to the extent that a change in law or a binding NDIS or NDIA requirement requires the amendment to take effect earlier. A change to NDIA policy or the NDIS Pricing Arrangements and Price Limits does not, by itself, permit shorter notice. If shorter notice is required, Alpha Plan Management must give as much advance written notice as reasonably practicable. It must explain the requirement, why the amendment must take effect earlier and the effect of the amendment. If advance notice is not practicable, it must give that written notice as soon as reasonably practicable after the amendment takes effect.

If a material amendment adversely affects the Participant's rights, obligations, fees, services or information handling, the Participant or an Authorised Representative authorised to end this Service Agreement may end it before the amendment takes effect without giving the ordinary one month's notice and without an exit fee or other penalty. This does not affect payment of properly accrued, agreed charges for services provided before termination. Nothing in this Changes clause overrides the requirement for express agreement to a discretionary increase in the agreed monthly fee.

Assignment

Alpha Plan Management may assign or transfer this Service Agreement to another entity where:

- the entity is suitably qualified and permitted to provide NDIS plan management services;
- the assignment does not reduce the quality or availability of supports;
- the assignment or transfer complies with applicable privacy and information-handling requirements.

Alpha Plan Management must give reasonable advance written notice of a proposed assignment or transfer. The notice must identify the proposed transferee, the proposed effective date and any material effect on service delivery or information handling.

The Participant or Authorised Representative authorised to end this Service Agreement may end it before the transfer takes effect without giving the ordinary one month's notice and without an exit fee or other penalty. This does not affect payment of properly accrued, agreed charges for services provided before termination. Alpha Plan Management must take reasonable steps to maintain continuity of service and transfer information securely where authorised. Alpha Plan Management may give shorter notice only if a mandatory requirement of law or the NDIS requires the transfer to take effect before reasonable advance notice can be given. In that case, it must give as much advance written notice as reasonably practicable, explain why shorter notice is required and, where practicable, allow the Participant or Authorised Representative to end this Service Agreement before the transfer takes effect. If advance notice is not practicable, it must give written notice as soon as reasonably practicable after the transfer takes effect.

The Participant or Authorised Representative may not assign this Service Agreement without the prior written consent of Alpha Plan Management.

Severability

If any part of this Service Agreement is found to be invalid or unenforceable, the remaining parts will continue to apply.

Governing Law

This Service Agreement is governed by the laws applicable in the State or Territory in which the Participant ordinarily lives.

Incident Management

Alpha Plan Management will manage and respond to incidents in accordance with the NDIS Incident Management and Reportable Incidents requirements and will notify the NDIS Quality and Safeguards Commission where required.

Conflict of Interest Statement

Alpha Plan Management has a duty to tell participants about when a conflict of interest might happen. This is a requirement of the NDIS Code of Conduct.

What is conflict of interest?

A conflict of interest is when something in a person's life makes it harder for them to be fair. Providers have a responsibility to keep participants safe from conflicts of interest.

A conflict of interest can:

- take away choice and control from participants
- affect people's ability to be fair and honest

When might a conflict of interest happen at Alpha Plan Management?

Alpha Plan Management provides plan management services to NDIS participants. This includes handling the financial administration of NDIS plans such as paying providers, claiming funds, and managing budgets. Alpha Plan Management also offer support and advice to help participants navigate the NDIS system and optimise their plan's benefits.

Alpha Plan Management is part of the Torrens Health Group. Torrens Health and Alpha Plan Management may also have commercial or service relationships with other organisations that provide services to NDIS participants.

Torrens Health is made up of a group of organisations working across Australia. Several of the organisations that are part of Torrens Health deliver services to NDIS participants including:

- YNA (Your Nursing Agency)
- MPOT
- Talking Matters
- Alpha Nursing

Organisations with which Torrens Health or Alpha Plan Management has commercial or service relationships may include:

- Access4U
- Corporate Health Group (CHG)
- Autism SA

- Alert
- Alpha Support at Home

Participants have absolute choice and control over which service provider they choose.

Alpha Plan Management does not require or pressure a Participant to use any provider associated with Torrens Health or any organisation with which Torrens Health or Alpha Plan Management has a commercial relationship.

Where Alpha Plan Management provides information about possible service providers, the Participant remains free to choose any suitable provider.

A provider associated with Torrens Health or otherwise commercially connected with Alpha Plan Management will not receive preferential treatment in relation to the approval, processing or payment of invoices.

Where a specific conflict of interest arises, Alpha Plan Management will disclose the conflict to the Participant or Authorised Representative before any relevant referral or recommendation. Alpha Plan Management will record the disclosure, how it will manage the conflict and the Participant's choice, and will take reasonable steps to protect that choice.

If Alpha Plan Management or Torrens Health has a material financial interest in a provider, or receives a material referral fee, commission or other benefit connected with a provider, and that interest or benefit may reasonably influence a Participant's choice, Alpha Plan Management will disclose it to the Participant or Authorised Representative before making or facilitating a referral or recommending the provider. Alpha Plan Management will record the disclosure and the Participant's choice.

Alpha Plan Management will document material conflicts in its internal conflict register and escalate them in accordance with its conflict-management process. Any information about a connected provider will be presented neutrally so that the Participant can make an informed and independent choice.

Alpha Plan Management will protect the Participant's privacy and confidential information as per Alpha Plan Management's Privacy Policy available on the Alpha Plan Management website

alphaplanmanagement.com.au

Contact A. NDIS Participant details

Title	First Name	Surname (required)
NDIS Number (required)	NDIS Plan Dates From:	To:
Primary Disability	Date of Birth (required)	Phone
Street	Suburb	
State	Postcode	Email
select		

Contact B. Primary Representative Contact details (if applicable)

Title	First Name	Surname
Email	Phone	
Relationship to Participant	Organisation (if applicable)	
Authority/Capacity	Expiry/Review Date (if applicable)	
Scope of Authority		

Contact C. Secondary Representative Contact details (if applicable)

Title	First Name	Surname
Email	Phone	
Relationship to Participant	Organisation (if applicable)	
Authority/Capacity	Expiry/Review Date (if applicable)	
Scope of Authority		

For Alpha Plan Management use – Verification of Authorised Representative

Identity Evidence sighted (type and date):

Authority Evidence sighted (type and date):

Verified Authority
Covers:☐

accepting this Service Agreement

☐

giving payment instructions

☐

giving optional consents

Scope, limits or conditions of authority:

Expiry or review date (if any):

Contact D. Support Coordinator (optional/if applicable)

Full Name

Organisation (if applicable)

Email/Phone

☐ I consent to Alpha Plan Management discussing with this Support Coordinator the Participant's plan dates, relevant support categories and available budget, and the status of invoices and claims for supports they coordinate. This permission is only for coordinating those supports and funding. It does not include reimbursement bank details or Alpha Dashboard access.

☐ I consent to Alpha Plan Management giving the Support Coordinator named below a personal Alpha Dashboard login, only for the purpose, information categories and access permissions completed below. This consent does not take effect unless every field below is completed and Alpha Plan Management has explained the proposed access to me.

Support Coordinator's name and organisation (if applicable):

Purpose of access:

Exact categories of information accessible:

Access permissions (tick each permitted function only if Alpha Plan Management confirms it is available):

☐

View

☐

Download

☐

Edit

Before providing dashboard or other third-party access, Alpha Plan Management will explain the categories of information that will be accessible, the purpose and level of access, verify the recipient's identity using reasonable measures, and record the consent and access granted. Listing a Support Coordinator or selecting them as a preferred contact does not give them authority to access information, give instructions or approve payments.

Alpha Plan Management must not rely on any dashboard or other optional access consent until the relevant information categories, purpose and level of access have been specified and explained to the Participant or Authorised Representative.

Before relying on an optional consent, Alpha Plan Management must verify the recipient's identity using reasonable measures and record the consent, its scope and the access granted.

Alpha Plan Management must limit disclosure and dashboard permissions to the selected purpose and information categories.

The recipient must be told not to share information or login access with another person unless separately authorised by the Participant or Authorised Representative.

Preferred contact

Please Contact First ☐ Contact A ☐ Contact B ☐ Contact C ☐ Contact D

Preferred Contact ☐ Email ☐ Phone

Bank details for reimbursement of upfront payments (optional)

Account Name

Account Number

BSB

Current Providers

The choices below are optional. For each provider I select, I authorise only the discussion described beside its consent box. Listing a provider without selecting its consent box does not give optional permission. Alpha Plan Management may separately handle information reasonably necessary to provide plan management services, or authorised or required by law, subject to applicable privacy law:

Organisation

Service

Email

Phone

☐ I consent to Alpha Plan Management discussing with this Provider the supports it provides or proposes to provide to the Participant, relevant plan support categories and budget availability, and the status of its invoices and claims. This permission is only for coordinating those supports and managing related claims. It does not include Alpha Dashboard access, reimbursement bank details or information about other providers.

Organisation

Service

Email

Phone

☐

I consent to Alpha Plan Management discussing with this Provider the supports it provides or proposes to provide to the Participant, relevant plan support categories and budget availability, and the status of its invoices and claims. This permission is only for coordinating those supports and managing related claims. It does not include Alpha Dashboard access, reimbursement bank details or information about other providers.

In addition, I agree to the following:

- To advise Alpha Plan Management of changes or additions to the contract details listed above.
- Alpha Plan Management may discuss information with a listed provider under an optional consent only to the extent selected for that provider. This does not limit information handling reasonably necessary to provide plan management services or authorised or required by law.
- Alpha Plan Management may provide information necessary for Quality and Audit requirements to Government funding bodies and their agents or contractors.

I understand that I can look at information held about me and check for its accuracy. I also expect Alpha Plan Management to manage my information confidentially and to ensure that its storage is secure and in accordance with any obligations imposed by governmental authority.

Optional consents in this Service Agreement apply only to the recipient, purpose and access selected by the Participant or Authorised Representative. They do not affect information handling that is reasonably necessary to provide the plan management service or that is authorised or required by law. Each optional consent is ongoing from the date it is given and may be withdrawn at any time by notifying Alpha Plan Management. I have been informed and understand how this information will be used and that Alpha Plan Management will only use or disclose the Participant's personal information:

- with the Participant's or Authorised Representative's consent;
- for purposes reasonably necessary to provide plan management services;
- as otherwise permitted by applicable privacy law;
- where the use or disclosure is authorised or required by law.

Alpha Plan Management's Privacy Policy explains its information handling practices and how to request access or correction or make a privacy complaint. The Privacy Policy does not, by itself, authorise additional uses or disclosures or expand an optional consent. Refusing or withdrawing optional consent does not affect access to plan management services. After a withdrawal, Alpha Plan Management must stop the optional use or disclosure as soon as reasonably practicable, subject to information handling authorised or required by law.

Any consent given to another person to access information or the Alpha Dashboard may be withdrawn at any time. Alpha Plan Management will disable withdrawn access promptly and, unless prevented by

circumstances beyond its reasonable control, no later than 2 business days after receiving the withdrawal.

Additional helpful information

How did you hear about Alpha Plan Management? e.g. from friends and family, social media, searching online

Do you have access to the NDIS myplace portal?

☐ Yes ☐ No ☐ I'm not sure

Would the Participant like their own login to the Alpha Dashboard? This is not consent for anyone else to access the Participant's information.

☐ Yes ☐ No ☐ I'm not sure

Responsibility for supports provided by others

Alpha Plan Management provides plan management services and does not provide the direct supports delivered by the Participant's chosen service providers.

Alpha Plan Management is not responsible for the quality, safety or delivery of supports supplied by an independent third-party provider, except to the extent that any loss or issue is caused by Alpha Plan Management's own act, omission, breach of this Service Agreement or failure to exercise due care in providing its plan management services.

Alpha Plan Management is not responsible for delays or issues that arise due to:

- actions or omissions of third-party providers or the NDIA; or
- incorrect or incomplete information provided by the Participant or Authorised Representative,

except to the extent that the delay, issue or resulting loss is caused or contributed to by Alpha Plan Management's own breach, negligence or failure to exercise due care.

Alpha Plan Management may reasonably rely on information provided by the Participant, Authorised Representative and service providers, subject to its obligations under this Service Agreement to make reasonable enquiries about invoices, claims and reimbursements, verify payee and bank details, and investigate and correct errors. It must not rely on information it knows, or reasonably ought to know, is incorrect, incomplete or misleading. This does not limit any duty or right that cannot lawfully be excluded or limited.

Events outside reasonable control

Alpha Plan Management will not be liable for a failure or delay in performing an obligation under this Service Agreement to the extent that the failure or delay is caused by an event or circumstance that:

- is beyond Alpha Plan Management's reasonable control;
- materially affects Alpha Plan Management's ability to perform the relevant obligation; and

- could not reasonably have been prevented, avoided or overcome by Alpha Plan Management acting reasonably.

This may include, for example, a prolonged failure of essential systems or utilities, an interruption to NDIA systems or services, or a change in law or government action that prevents or delays performance.

Alpha Plan Management will take reasonable steps to minimise the effect of the event and resume performance of the affected obligation as soon as reasonably practicable.

Nothing in this clause excludes or limits any right or remedy that cannot lawfully be excluded or limited.

Disclaimer

Information provided by Alpha Plan Management is based on the information reasonably available to it at the time. Information concerning the NDIS may be affected by subsequent changes to legislation, NDIA policies, guidance, pricing arrangements or the Participant's circumstances.

Unless expressly stated otherwise, information provided by Alpha Plan Management is general information relating to plan management and is not financial, legal, taxation or other professional advice.

Nothing in this Service Agreement excludes, restricts or modifies any right, remedy, guarantee or liability that cannot lawfully be excluded, restricted or modified, including under the Australian Consumer Law.

Feedback and complaints

Alpha Plan Management welcomes feedback about its services.

The Participant or Authorised Representative may provide feedback or make a complaint to Alpha Plan Management at any time.

Feedback or complaints may be made:

- by telephone on 1300 290 602;
- by email to feedback@alphaplanmanagement.com.au; or
- using the feedback and complaints options available on Alpha Plan Management's website.

Alpha Plan Management will manage complaints in accordance with its complaints management process and applicable NDIS requirements. Alpha Plan Management will acknowledge a complaint promptly, advise the complainant of the applicable review or escalation pathway and expected response timeframe, and provide progress updates if a final response is delayed.

The Participant or Authorised Representative may also make a complaint directly to the NDIS Quality and Safeguards Commission at any time. The Participant does not need to complete Alpha Plan Management's internal complaints process before contacting the Commission.

The NDIS Quality and Safeguards Commission can be contacted on 1800 035 544 or through its website.

Making a complaint will not adversely affect the Participant's access to services or their right to raise concerns in the future.

Electronic acceptance

Whether this Service Agreement is accepted by signature or electronically, Alpha Plan Management must retain an attributable record of acceptance, including the signed copy or electronic acceptance record and the exact version accepted. The record must include:

- the identity of the person accepting the Service Agreement;
- whether the person accepted as the Participant or an Authorised Representative;
- the date of acceptance and, for electronic acceptance, the time of acceptance;
- the exact version of this Service Agreement accepted including the completed form, standing invoice approval instructions and each optional consent selection, including where an option was not selected;
- any evidence sighted and recorded of an Authorised Representative's identity and relevant authority; and
- Alpha Plan Management's confirmation of acceptance, the date of that acceptance, any later agreed commencement date, and the recorded commencement of services.

The Participant or Authorised Representative accepts this Service Agreement by signing the approval section or completing the electronic acceptance process. Selecting the consent box alone does not accept it. Alpha Plan Management accepts this Service Agreement by countersigning it or otherwise confirming its acceptance and commencement of services in a record retained with the agreement. A countersignature is not required if that confirmation is recorded.

Approval by Participant/Authorised Representative

By signing or electronically accepting this Service Agreement, the Participant or Authorised Representative confirms that they:

- have read and understood this Service Agreement;
- have had the opportunity to ask questions about the Service Agreement;
- agree to be legally bound by its terms;
- consent to Alpha Plan Management providing plan management services for the Participant; and
- confirm that the information provided in connection with this Service Agreement is accurate to the best of their knowledge.

A person is not treated as an Authorised Representative merely because they are the Participant's parent, family member, carer, Support Coordinator or service provider.

Where this Service Agreement is accepted by an Authorised Representative, that person confirms that their legal authority covers acceptance of this Service Agreement and each consent or instruction they give on behalf of the Participant, subject to any limits or expiry of that authority. Alpha Plan Management must not rely on their acceptance, payment instructions or optional consents until it has sighted and recorded evidence of their identity and relevant authority.

Approval

☐ I consent to Alpha Plan Management providing plan management services for the Participant identified in this Service Agreement.

Ticking this box alone does not accept this Service Agreement. The Participant or Authorised Representative must also sign below or complete the electronic acceptance process.

Participant/Authorised Representative details

I am the: ☐ Participant ☐ Authorised Representative

If you are an Authorised Representative, capacity: ☐ NDIA Plan Nominee ☐ Guardian/Administrator ☐ Attorney
☐ Other Legal Authority:

Participant Name:

Authorised Representative Name (if applicable):

Relationship to Participant:

Expiry / review date (if applicable):

Scope of authority:

Title

First Name

Surname

Signature

Date

Signature of Authorised Alpha Plan
Management Representative:

For Alpha Plan Management use - Acceptance and commencement record

Authorised Alpha Plan Management Representative Name
and Role:

Acceptance Date (and time if electronic):

Later Agreed Commencement Date (if
applicable):

Recorded Commencement of
Services:

Accepted Agreement
Version: