



**HICOM CARE**

Suite 207/1 Thomas Holmes Street  
MARIBYRNONG VIC 3032

## Service Agreement

This agreement has been produced for Participants when entering into a HiCom Care Service Agreement with HiCom Care.

## Scope

The scope of our engagement will include the following service:

### 0127 Plan Management

## Terms

### HiCom Care

ABN: 88 631 926 148

HiCom Care is the trading name of HiCom Care Business, a Registered Provider of supports under the National Disability Insurance Scheme Act 2013 (Cth) (the NDIS Act).

HiCom Care Registered Provider Number is: 4050070759.

HiCom Care delivers its NDIS services under this Service Agreement exclusively through ABN number 88 631 926 148

### NDIS/NDIA

The National Disability Insurance Scheme is called the NDIS and was established under the NDIS Act. The National Disability Insurance Agency (NDIA) is the organisation which manages the NDIS.

The NDIS aims to:

- support the independence and social and economic participation of people with disability; and
- enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

### PARTIES

This Service Agreement is for: [REDACTED] (DOB: [REDACTED], NDIS Number: [REDACTED]), a participant in the National Disability Insurance Scheme (Participant), and is made between:

Participant and/or Plan Nominee: [REDACTED]

And

Provider: **HiCom Care**

This Service Agreement will commence on: [REDACTED]

### The NDIS and this Service Agreement

This Service Agreement is made for the purpose of providing supports under the Participant's National Disability Insurance Scheme (NDIS) plan.

A copy of the Participant's NDIS plan is attached to this Service Agreement.

The Parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to:

- support the independence and social and economic participation of people with disability, and
- enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

### Service Provision

The Provider agrees to provide the Participant with NDIS Plan Management services for the period stated in the Participant's

current NDIS Plan and ongoing if termination is not requested. Please refer to the clause **“Ongoing Service Agreement”**.

If the Participant hasn't had an approval plan, or is in the period of waiting to change to HiCom Care Plan Management, the Participant can still sign this Service Agreement and it will come into effect on:

- The first date when the NDIS plan is approved
- And/or the first date when the plan is changed to Plan Management
- And/or the first date when the funding is released from the previous Plan Management provider

### **Acceptance of this Service Agreement**

The Acceptance of this Service Agreement will occur when:

- (a) You sign and return this Service Agreement to HiCom Care (including electronically); or
- (b) instruct us in writing to proceed with the services.

If you are accepting this Agreement as an Authorized Representative of a minor or a participant intended to receive the services from us but not on behalf of yourself, you affirm, warrant, and agree:

- that you possess the authority to act on behalf of the participant and enter into this Agreement on their behalf;
- that you assume all risks associated with, and any liabilities resulting from, the participant's utilization of the services;
- to ensure the suitability of the services for the participant;
- to ensure the accuracy of all information submitted to us by you and/or the participant;
- to inform us promptly if you are no longer acting as a representative of the participant;
- to adhere to the terms of this Agreement on behalf of the participant; and
- that we may act in accordance with your provided instructions.

### **Responsibilities of Provider**

The Provider agrees to:

- check the participant's claims and making advice in ensuring the alignment with the NDIS framework.
- process reimbursement claims for all service provider invoices which meet the NDIS 'reasonable and necessary' legislation on behalf of the Participant
- we will process the invoice daily and pay to service providers within 2-5 working days, excluding weekends and Public Holidays.
- we will forward all invoices via email to the Participant/Participant's Nominee for reviewing purposes. The waiting period for approval is one business day. Beyond this timeframe, invoices will be processed automatically to ensure payments for service providers and continuous supports for participants. Should mistakes happen either by providers or from our end, we will communicate and resolve the mistakes given that the participant is still under our plan management.
- we will continue to fulfill all our responsibilities as your Plan Manager during the transition period, should you choose to move to another provider, provided we retain the service bookings and/or remain endorsed as your Plan Manager.
- keep accurate records on the service provided to the Participant
- communicate openly and honestly in a timely manner
- treat the Participant with courtesy and respect
- listen to the Participant's feedback and resolve problems in a timely manner within our role's limits,
- give the Participant the required notice if the Provider needs to end the Service Agreement (see 'Ending this Service Agreement' below for more information)
- protect the Participant's privacy and confidential information
- provide supports in a manner consistent with all relevant laws, including the latest version of National Disability Insurance Scheme Act 2013 and rules including the NDIS Price Guide, and the Australian Consumer Law.

**\*Disclaimer:** HiCom Care will do our best to seek the Participant's consent before disclosing any private and confidential information related to their NDIS plan to external parties. However, in rare scenarios where consent cannot be obtained from the Participant or relevant authorized personnel/parties, and HiCom Care has an obligation to resolve a dispute between the Participant and their providers regarding payment or invoicing relate issues, we will only provide necessary information to resolve the dispute. HiCom Care is committed to always protect the privacy and confidentiality of the Participant's information.

### **Responsibilities of Participant and/or the Plan Nominee**

The Participant and/or the Plan Nominee agrees to:

- agree to share the plan with the plan manager, HiCom Care
- give consent to the Provider, HiCom Care to:
  - access and view their budget details, contact information, and personal details, including name, phone number, email, address, and NDIS plan details.
  - speak with the NDIS on all matters related to their NDIS plans.
  - liaise and collaborate with their other service providers on invoicing matters.
- inform the Provider about how they wish the supports to be delivered to meet the Participant's needs
- treat the Provider with courtesy and respect. HiCom Care reserves the rights to end this Service Agreement without notice if this clause is breached,
- communicate with Provider if the Participant has any concerns about the supports being provided

- give the Provider the required notice if the Participant needs to end the Service Agreement (see 'Ending this Service Agreement' below for more information), and
- let the Provider know immediately if the Participant's NDIS plan is suspended or replaced by a new NDIS plan or the Participant stops being a participant in the NDIS
- If the participant wishes to exit our service agreement, it needs to be informed in writing and notice is active in 28 days from the date of notice
- Continue the service if the plan rolled over to the new plan, the services will be ongoing unless the provider was informed in writing about cancellation of the service

## Payments

HiCom Care will seek payment for the provision of services which HiCom Care provide to the participant from NDIS.

Where the Participant has nominated HiCom Care to manage the funding for the NDIS supports provided to the them, HiCom Care will receive invoices from the participant's nominated provider and provide the Financial Intermediary services as per the NDIS Terms of Business for NDIS providers.

HiCom Care will seek monthly payment for our services by claiming directly and automatically with the National Disability Insurance Agency, including the Set-up Costs and Monthly Costs, with the price outlined in your NDIS plan. Our fees will apply for the duration we are endorsed or registered as your Plan Manager, regardless of whether we have control over your service bookings. HiCom Care's service fee is outlined in detail in the table below:

Support Item	Description of Support	Price Limit
Plan Management – Set Up Costs (14_033_0127_8_3)	An establishment fee for setting up Plan Management Services	\$232.35 (Standard)
		\$325.29 (Remote)
		\$348.54 (Very Remote)
Plan Management – Monthly Fee (14_034_0127_8_3)	A monthly fee for the Plan Management	\$104.45 (Standard) per month
		\$146.23 (Remote) per month
		\$156.67 (Very Remote) per month

The price limit could change over time, according to the update in the NDIS Price Guide, and therefore, our fees will automatically change as a consequence.

In the situation where we need to handle your invoices from the month(s) prior to the commencement date of this Service Agreement, we will also be claiming the payment for this period if the funding is still available.

## RESOLUTION OF DISPUTES BETWEEN PARTICIPANTS AND PROVIDERS

By entering into this Service Agreement with HiCom Care, participant agrees to abide by the stipulations outlined below regarding the resolution of disputes between participants and providers (in the case of conflicts about invoices, payment and/or any other matters).

**Authority and Evidence:** HiCom Care acknowledges that it does not possess the authority to determine the veracity and outcome of disputes between participant and providers. HiCom Care might also be limited in its capacity to demand evidence for the purpose of rendering judgments in such matters.

**Escalation to NDIA:** In the event that disputes remain unresolved, HiCom Care advises providers and participants to elevate the matter to the National Disability Insurance Agency (NDIA) or the NDIS Quality and Safeguards Commission. HiCom Care commits to following the directives outlined by the NDIA's guidelines, including decisions pertaining to payment.

**Payment and Services:** Payment for invoices should not be requested to be put on hold if the services have already been rendered by the service providers and are determined to be both "reasonable" and "necessary" as per NDIS established criteria.

## CHANGES TO THIS SERVICE AGREEMENT

If changes to the supports or their delivery are required, the Parties agree to discuss and review this Service Agreement. The Parties agree that any changes to this Service Agreement will be in writing, signed, and dated by the Parties.

## Ongoing Service Agreement

This service agreement will remain in effect on an ongoing basis, even in the circumstances that the participant has a new plan or a change in circumstances, such as the appointment of a new plan nominee. It is not necessary to sign another

service agreement for our plan management to continue seamlessly.

If HiCom Care's endorsement as your Plan Manager remains active in the NDIS system or portal, our services will continue, regardless of whether we have control over the service bookings. In such cases, HiCom Care is entitled to charge for the services provided, in accordance with the prices outlined under the clause "PAYMENTS."

If there is a change of circumstances that could affect the effectiveness of this service agreement, please notify the HiCom Care team immediately for further discussion on the continuity of our services. The notice must be in writing.

If a mutual agreement is not reached, refer to the clause of **Ending this Service Agreement**.

**The ending of this service agreement will be subject to the following clause:**

**Ending this Service Agreement**

Should either Party wish to end this Service Agreement they must give 28 days of notice in writing. If either Party seriously breaches this Service Agreement the requirement of notice will be waived.

**Unplanned exit - Bereavement Payment**

A participant's death must be notified to the NDIA by the family/support coordinator/plan nominee.

In the situation of an unplanned exit due to death, the service agreement will no longer be effective.

However, if we are required to undertake unusual plan management activities (e.g processing invoices, payment integrity, etc) in respect of the participant, according to the NDIS Bereavement Addendum 01.07.22, HiCom Care can claim \$104.45 per 30 days for a maximum to 90 days after the participant's death.

In the month of the participant's death, HiCom Care is still eligible to claim the normal monthly processing fee.

Any claims for the payment after the participant's death must be lodged within 90 days of the participant's death date and a maximum of 3 claims can be made.

**Feedback, Complaints and Disputes**

If the Participant and/or the Plan Nominee wishes to provide feedback, complaints or suggestions for improvements, they can contact HiCom Care via:

- Phone: 0480 305 919 or
- Email: [admin@hicomcare.com.au](mailto:admin@hicomcare.com.au)

If the Participant is not satisfied with their response from HiCom Care, the Participant can contact the National Disability Insurance Agency by calling 1800 800 110, visiting one of their offices in person, or visiting [ndis.gov.au](http://ndis.gov.au) for further information.

**Goods and Services Tax (GST)**

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 National Disability Insurance Scheme Act 2013 (NDIS Act), in the Participant's NDIS plan currently in effect under section 37 of the NDIS Act;
- the Participant's NDIS plan is expected to remain in effect during the period the supports are provided; and
- the Participant and/or the Plan Nominee will immediately notify HiCom Care if the Participant's NDIS Plan is replaced by a new plan or the Participant stops being a participant in the NDIS

**NDIS AND CONFLICT OF INTEREST IN SERVICE DELIVERY**

**Policy**

HiCom Care aims:  
To act in accordance with its values;  
To comply with its general and specific obligations as a registered provider of supports under the National Disability Insurance Scheme.

**Procedures**

As a registered provider of supports under the National Disability Insurance Scheme, HiCom Care has responsibilities in relation to:  
managing conflicts of interest generally  
managing conflicts of interest in plan management and support coordination, and  
offering or receiving gifts, benefits, and commissions.

### **Managing conflicts of interest generally**

The NDIS Terms of Business for Registered Providers require providers to have policies about potential conflicts of interest in service delivery.

HiCom Care and its team members will ensure that when providing supports to customers under the NDIS, including when offering plan management or support coordination services, any conflict of interest is declared and any risks to customers are mitigated.

All employees will act in the best interests of NDIS participants and other customers, ensuring that participants are informed, empowered, and able to maximise choice and control. Staff members will not (by act or omission) constrain, influence or direct decision-making by a person with a disability and/or their family so as to limit that person's access to information, opportunities, and choice and control.

Employees will ensure that HiCom Care proactively manages perceived and actual conflicts of interest in service delivery. Employees will:

- Manage, document and report on individual conflicts as they arise, and.
- Ensure that advice to a participant about support options (including those not delivered directly by HiCom Care is transparent and promotes choice and control

As required by the NDIA Terms of Business, all participants will be "treated equally, and no participant [shall be] given preferential treatment above another in the receipt or provision of supports". This does not prevent providers determining which people they will accept as customers on the basis of considerations such as: provider capability; the consequences of NDIS price caps; location; work health and safety; customer mix; and risk appetite.

### **Gifts, benefits and commissions and the NDIS**

HiCom Care or its staff must not accept any offer of money, gifts, services, or benefits that would cause them to act in a manner contrary to the interests of an NDIS participant. Further, employees must have no financial or other personal interest that could directly or indirectly influence or compromise the choice of provider or provision of supports to a participant. This includes the obtaining or offering of any form of commission by employees or HiCom Care.

### **Plan Details**

Management Style : **Plan Managed**

Start Date : [REDACTED]

End Date : [REDACTED]

### **Contact Details**

Participant and/or the Plan Nominee contact details:

Name : [REDACTED]

Phone Number : [REDACTED]

Email : [REDACTED]

Address : [REDACTED]

HiCom Care can be contacted at:

Name : HiCom Care

Phone Number : 0480 305 919 / 0400 702 515

Email : admin@hicomcare.com.au

Email : invoice@hicomcare.com.au

Website: <https://hicomcare.com.au>

Address : Suite 207/1 Thomas Holmes Street MARIBYRNONG VIC 3032

**Signature:**

