Service Agreement

Zebra Care Pty Ltd
ABN: 87662719557
NDIS Registration: 4050113695

This is a Service Agreement. The Service Agreement defines the relationship between Zebra Care Pty Ltd *("Zebra Care")* and the NDIS Participant *("Participant")*.

(Participant means the NDIS Participant receiving Plan Management Services and includes any authorised Nominee, Guardian, Representative or other person lawfully authorised to act on behalf of the Participant**).**

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

By signing, verbally accepting, digitally accepting, or otherwise engaging Zebra Care to provide Plan Management Services, the Participant agrees to the terms of this Service Agreement.

1. Commencement Date

This Service Agreement will commence on the date of registration (be it digital acceptance by registration / verbal or written registration), acceptance, or onboarding, this agreement ('*the Start Date*') and remains in effect until terminated in accordance with this Agreement.

If the Participant is transitioning from another plan management provider, commencement will occur when Zebra Care is endorsed as the Plan Manager and/or the previous provider's notice period ends.

This Service Agreement automatically continues across plan reviews, reassessments, plan extensions, plan renewals and replacement plans unless otherwise agreed in writing.

2. Zebra Care

Zebra Care Pty Ltd is a registered provider of plan management supports under the NDIS. Zebra Care provides Plan Management and Financial Administration services under the NDIS, including processing claims, paying providers, budget monitoring and related administrative services. Zebra Care is available Monday to Friday (excluding national public holidays) during the hours of 9am – 5pm. 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 a NDIS Plan with the Participant and this NDIS Plan is the basis for the Participant's funding.

The Participant agrees to provide Zebra Care with a copy of the NDIS Plan support categories and budgets at the Start Date.

Should the Participant's NDIS Plan change or renew, the Participant agrees to advise Zebra Care as soon as possible. This is important to ensure the services the Participant receives from their service providers continues without interruption.

The Participant also authorises Zebra Care to ask the NDIA to share the Participants NDIS Plan with Zebra Care electronically via the NDIS Portal / or enquiry (if required).

This is required in order for Zebra Care to perform their Services.

4. Guardian or Nominee acting on your behalf

Zebra Care may work with a Guardian who is legally permitted to make decisions on the Participants' behalf.

Zebra Care will also work alongside a Nominee who is legally permitted to make decisions on the Participant's behalf.

If a Nominee is signing up on behalf of a Participant (this includes a Representative, Guardian, Nominee or other person lawfully authorised to act on behalf of the Participant), the Nominee represents and warrants that they have the authority and/or consent of the Participant they are representing.

If at any point, the Participant contacts Zebra Care to inform them they no longer wish for

their Nominee to act on their behalf, Zebra Care reserves the right to immediately revoke the Nominee whilst Zebra Care undergo further review.

5. Responsibilities

Zebra Care Responsibilities

Zebra Care's responsibilities under this Service Agreement are to:

- Provide financial administration services for the Participants NDIS Plan to the amount funded by their NDIS Plan and agreed in this Service Agreement
- Maintain Records
- Pay service provider invoices on behalf of the Participant
- Provide monthly statements showing NDIS Plan expenditure
- Communicate with Participants and providers
- Inform the Participant of any significant variances in NDIS Plan spending (where identified)
- Assist the Participant in dealings with service providers (where appropriate)
- Communicate with the Participant via phone and email in a timely manner
- Resolve Service issues quickly by listening to the Participant's feedback
- Protect the Participant's privacy and confidential information in accordance with Zebra Care's privacy policy.

The Participant's Responsibilities

The Participants Responsibilities under this Service Agreement are to:

- Nominate / endorse Zebra Care as the dedicated Plan Manger and advise the appropriate service providers
- Provide Zebra Care with service provider invoices (where received directly by the Participant) on a timely basis
- Provide service providers with information about how to send Zebra Care invoices
- Take responsibility for selecting who will provide support services to the Participant and let Zebra Care know who those service providers are, their contact details and the agreements or arrangements they have with them;
- Advise Zebra Care if the Participant engages a new service provider and/or decide to finish services with a service provider
- Provide Zebra Care with any information reasonably requested in a timely way
- Treat Zebra Care and their team members with courtesy and respect
- Discuss any concerns about Zebra Care's Service directly with them
- Monitor plan funding and expenditures
- Pay for service provider support services that are not included in the Participant's NDIS Plan, including services or equipment in excess of the supports funded by the NDIS
- Advise Zebra Care if the NDIS Plan ends or is replaced by a new NDIS Plan.

6. Payments

Zebra Care Fees

Zebra Care will claim directly from the NDIA their fees (as per the below schedule) for the provision of Services starting from the Start Date of the Service Agreement. This is in accordance with applicable NDIS Pricing Arrangements and Price Limits. Please note that the below 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.

Item Number	Item Name and Notes	Unit	National
14_034_0127_8_3	Plan Management - Monthly Fee • A monthly fee for the ongoing maintenance of the financial management arrangements.	Month	$104.45

Payments to the Service Providers

Following delivery of support services to the Participant, the service provider (of the Participant) will claim

payment for those supports from Zebra Care by forwarding an invoice to invoices@zebracare.com.au.

The service provider support services must satisfy the test for reasonable and necessary supports as defined by the NDIA. Further, the service provider support services are required to be consistent with the Participant's 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.

Zebra Care will claim from the NDIA portal for funding up to the amounts specified in the support category and budget approved in the Participant's NDIS Plan and will only contact the Participant if there appears to be an issue.

Payment Timeframes

Zebra Care will use reasonable efforts to process compliant invoices and claims in a timely manner. However, Zebra Care does not guarantee payment or processing timeframes and shall not be liable for delays arising from:

(a) The National Disability Insurance Agency (NDIA);
(b) Financial institutions or payment providers;
(c) Software platforms or technology providers;
(d) Service providers;
(e) Incomplete, inaccurate or non-compliant invoices;
(f) Funding limitations or NDIA claim restrictions; or
(g) Circumstances beyond Zebra Care's reasonable control.

The Participant acknowledges that payment processing times may vary and that Zebra Care cannot guarantee when funds will be received from, or released by, the NDIA.

Using the Participant's own money

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

7. Invoice Approval, Payment Authority and Participant Responsibilities

Invoice Approval Process

Unless otherwise agreed, invoices will be placed into a manual approval workflow.

Participants or authorised Nominees will have two (2) business days to review and approve, dispute or query invoices.

If no response is received within two (2) business days, the invoice will be deemed approved and then automatically submitted to the NDIA for payment funds.

Automatic Approval

Participants or authorised Nominees may elect to participate in Zebra Care's automatic approval process.

Requests for automatic approval may be made verbally or in writing. Zebra Care may request written confirmation at its discretion.

The Participant acknowledges that invoices processed under an automatic approval arrangement may be submitted to the NDIA without further notice.

The Participant and/or authorised Nominee remains responsible for monitoring plan funding and expenditure, including where invoices are processed under an automatic approval arrangement and are not actively approved by them.

Authority to Pay

The Participant authorises Zebra Care to process invoices and submit claims where:

(a) the invoice appears to relate to supports provided to the Participant;

(b) the invoice appears to comply with applicable NDIS requirements; and

(c) the invoice has been:
• expressly approved;
• deemed approved after the approval period; or
• processed under an elected automatic approval arrangement.

Zebra Care may rely upon such approval and authority without undertaking any further investigation into the delivery of supports unless Zebra Care becomes aware of information

suggesting otherwise.

The Participant acknowledges that Zebra Care may process and submit claims based on such approvals without further reference to the Participant unless Zebra Care determines further clarification is required.

Participant Responsibility

The Participant and/or authorised Nominee remain responsible for:

• ensuring supports have been delivered as invoiced;
• ensuring invoices relate to authorised and received supports;
• identifying incorrect, disputed, duplicated, fraudulent or unauthorised invoices;
• monitoring available funding.

Zebra Care acts solely as a financial intermediary and administrative service provider.

Zebra Care does not provide the support services being invoiced, does not supervise, direct or monitor service delivery and cannot independently verify whether supports were delivered in the manner, quantity, duration or form described by the provider.

Responsibility for verifying services received and invoices submitted remains with the Participant and/or authorised Nominee.

The Participant and/or authorised Nominee must notify Zebra Care as soon as practicable if they become aware of any incorrect, duplicate, disputed, fraudulent or unauthorised invoice, claim or payment.

Funding Responsibility

The Participant remains responsible for any services, supports, equipment, fees or charges not funded, partially funded, exceeding available NDIS funding, subsequently determined ineligible by the NDIA, or otherwise not payable from the Participant's Plan.

No Guarantee of Funding

Zebra Care does not guarantee that any support, service, invoice, reimbursement or claim will be funded, approved or accepted by the NDIA.

Right to Refuse or Delay Payment

Zebra Care reserves the right to refuse, delay, investigate or seek further information regarding any invoice where Zebra Care reasonably believes there may be an issue regarding compliance, accuracy, funding availability or risk.

Reliance on Information Provided

Zebra Care may rely upon information, approvals, instructions and invoices provided by Participants, Nominees, Guardians and providers unless Zebra Care becomes aware of information suggesting otherwise.

Limitation of Liability

To the maximum extent permitted by law, Zebra Care shall not be liable for losses arising from inaccurate information, provider conduct, disputed services, incorrect invoices, fraudulent invoices, funding shortfalls or instructions provided by Participants, Nominees, Guardians or providers.

Where an invoice has been approved, deemed approved or processed under an automatic approval arrangement, Zebra Care shall not be responsible for subsequent disputes regarding that invoice except where required by law.

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 the Participant notify Zebra Care that they wish to end this Service Agreement, Zebra Care will notify the NDIA and the service providers providing supports to the Participant under the NDIS Plan to let them know that they will no longer be providing the Participant with Services once the notice period expires. Zebra Care will also notify the providers that we will only accept claims for payment up to the end of this Service Agreement, where applicable.

9. Feedback, Complaints and Disputes

The Participant can give Zebra Care feedback or make a complaint at any time. If the Participant is not

satisfied with any aspect of Zebra Care's Services or wish to make a complaint, they can do so by calling Zebra Care on 0400 222 420, or via email at hello@zebracare.com.au. Zebra Care will endeavor to respond to any messages as soon as possible, typically within one business day.

If Zebra Care are unable to resolve the complaint or the Participant is dissatisfied with Zebra Care's response to their complaint, the Participant may contact the NDIS Quality and Safeguards Commission (www.ndiscommission.gov.au or 1800 03 55 44).

10. Technology Systems and Third-Party Providers

Zebra Care utilises third-party software platforms, financial administration systems, CRM systems, cloud-based storage providers and related technology services.

Participants consent to information being stored, processed and transmitted through these systems for the purpose of delivering services.

Zebra Care takes reasonable steps to engage reputable providers but does not guarantee uninterrupted access or error-free operation of third-party systems.

To the maximum extent permitted by law, Zebra Care shall not be liable for service interruptions, outages, cyber incidents, data loss or system failures arising from third-party providers beyond Zebra Care's reasonable control.

The Participant acknowledges they have been provided with, or have access to, Zebra Care's Privacy Policy.

11. Electronic Communications

The Participant agrees Zebra Care may communicate by email, SMS, software portal or other electronic means.

Communications will be deemed received when transmitted unless Zebra Care becomes aware of a delivery failure.

12. Updates to this Service Agreement

Zebra Care may amend, update or replace this Service Agreement from time to time. Any updated version supersedes previous versions from its effective date. Continued engagement of Zebra Care's services, including maintaining Zebra Care's endorsement as Plan Manager, following notification of an updated version constitutes acceptance of the updated terms.

13. 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.

14. Contact Zebra Care

E hello@zebracare.com.au
T 0400 222 420
W zebracare.com.au

15. Service Agreement Acceptance

This Service Agreement commences on the earliest of:

(a) the date the Participant signs this Service Agreement;

(b) the date an authorised Nominee signs this Service Agreement;

(c) the date the Participant, Nominee or authorised representative completes Zebra Care's registration process and accepts the Service Agreement electronically, verbally or in writing;

(d) the date the Participant verbally instructs Zebra Care to commence providing Services;

or

(e) the date Zebra Care receives confirmation from the NDIA that Zebra Care has been appointed as the Participant's Plan Manager following instructions provided by or on behalf of the Participant, which shall constitute evidence of the Participant's engagement of Zebra Care.

The Participant acknowledges that Zebra Care may commence providing Services upon receipt of any of the above forms of acceptance or authority.

Where a Support Coordinator, family member, representative or other third party assists with registration or onboarding, the Participant warrants that the person providing instructions is authorised to do so or that the information provided has been supplied with the Participant's knowledge and consent.

Zebra Care may request a signed copy of this Service Agreement at any time. Failure to return a signed copy does not invalidate this Service Agreement where acceptance has otherwise occurred under this clause.

Participant Acknowledgement and Acceptance

I acknowledge that:

• I have read and understood this Service Agreement.

• I have had the opportunity to ask questions regarding this Service Agreement.

• I understand Zebra Care's invoice approval process, including manual approval, deemed approval and automatic approval arrangements.

• I understand that Zebra Care acts as a financial intermediary and administrative service provider and does not independently verify service delivery by providers.

• I understand that responsibility for verifying supports received and invoices submitted remains with me and/or my authorised Nominee.

• I authorise Zebra Care to provide Plan Management services in accordance with this Service Agreement.

• I acknowledge that invoices not disputed within the applicable approval period may be deemed approved and submitted to the NDIA for payment.

Participant Name:	
Participant NDIS Number:	
Signature:	
Date:	

OR

Nominee / Authorised Representative Name:	
Signature:	
Date:	

Thank you.

Privacy Policy

Zebra Care 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, co-ordination 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. Zebra Care may engage with your Representative, Nominee, Guardian, Support Coordinator or other person authorised to assist with your NDIS supports for the purpose of collecting, verifying, using and disclosing information necessary to provide Services.

Zebra Care may collect and communicate information through electronic means including email, SMS, secure software portals, electronic forms and electronic signature platforms.

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;
- 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 Zebra Care, its assets and/or operations are sold to another party, our records of personal and sensitive information will be transferred to the acquiring party.

Zebra Care may disclose personal and sensitive information to third-party software providers, customer relationship management systems, financial administration platforms, cloud storage providers and other technology service providers engaged by Zebra Care for the purpose of delivering Services to Participants.

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.

Zebra Care may store some information overseas in secure cloud-based environments. These cloud-based systems may be operated by third-party technology providers engaged by Zebra Care to assist in the delivery of Services. Zebra Care 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 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). 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 Privacy Policy may be amended, updated or replaced from time to time and the current version will be made available on Zebra Care's website.

By engaging Zebra Care's Services, completing a registration form, providing verbal instructions, signing a Service Agreement, electronically accepting a Service Agreement or endorsing Zebra Care as Plan Manager through the NDIA, the Participant consents to the collection, use, storage and disclosure of information in accordance with this Privacy Policy.

Contact Us

E hello@zebracare.com.au
T 0400 222 420
W zebracare.com.au