

My Plan Manager

Service Agreement for Plan Management

1. Parties

This Service Agreement is between My Plan Manager.com.au Pty Ltd (**My Plan Manager**) and the Client (who is an NDIS participant) /Nominated Representative in the National Disability Insurance Scheme.

This Service Agreement will be in effect from the date the Client /Nominated Representative signs this Service Agreement and will continue for the duration of the Client's association with My Plan Manager, until either party terminates this agreement in accordance with clause 9.

To engage the services of My Plan Manager, upon acceptance of this Service Agreement, the Client / Nominated Representative, will provide their NDIS plan details, NDIS number and other relevant details as requested in this Agreement, to My Plan Manager.

2. Schedule of Supports

Provided the funds are available for My Plan Manager to access on the National Disability Insurance Agency (**NDIA**) portal relevant to the Client / Nominated Representative, My Plan Manager agrees to provide supports relating to the Client's Plan Management - Financial Administration, set out in the attached Schedule of Supports. The prices for those supports are set out in the Schedule of Supports and are GST inclusive (if applicable) and include the cost of providing the supports. Additional expenses (i.e. things that are not included as part of a Client's NDIS supports) are the responsibility of the Client/Nominated Representative and are not included in the cost of the supports.

3. Responsibilities of My Plan Manager

My Plan Manager agrees to:

- provide plan management - financial administration
- reconcile client balances
- pay supplier invoices on behalf of client provided such invoices meet ATO requirements
- process client reimbursement claims
- track expenditure against client budget and make relevant budgetary information available online (upon request, My Plan Manager will use reasonable endeavours to provide such information in another format).
- provide client liaison via emails, phone calls etc.
- consult the Client/Nominated Representative on request regarding decisions about how funds are spent
- communicate openly and honestly in a timely manner
- treat the Client /Nominated Representative with courtesy and respect
- listen to the Client /Nominated Representative's feedback and resolve problems quickly
- protect the Client's privacy and confidential information as per the My Plan Manager Privacy Policy available
- on the My Plan Manager website. (www.myplanmanager.com.au)
- Support the Client to report any allegations of abuse by service providers or other third parties in connection with this Service Agreement (including fraud)

In accordance with My Plan Manager's responsibilities as a Registered Provider, My Plan Manager has a responsibility to comply with the [National Disability Insurance Scheme Act 2013 \(NDIS Act\)](#) and make reports in respect of "reportable incidents" or other matters required by the NDIS Commission or the NDIA.

4. Responsibilities of the Client/Nominated Representative

The Client/Nominated Representative agrees to:

- take due steps to provide information as requested by My Plan Manager in a timely manner;
- treat My Plan Manager staff with courtesy and respect;
- discuss any concerns about the services with My Plan Manager;
- ensure all claims for reimbursement are clear and provide evidence of purchase to the satisfaction of My Plan Manager;
- advise My Plan Manager immediately if the Client's NDIS plan is suspended or replaced by a new NDIS plan or the Client stops being a participant in the NDIS;
- not engage in conduct or provide misleading information which may reasonably be expected to:
 - expose My Plan Manager to reputational, regulatory or financial risk;
 - present a work, health and safety risk to any My Plan Manager personnel (including contractors). This extends to and covers any verbal or written abuse;
 - be contrary to, or cause My Plan Manager to breach, the Terms of Business under which My Plan Manager is registered with the NDIS Commission; or
 - be contrary to, or cause My Plan Manager to breach, the NDIS Act or any law or regulation.

5. MPM Payments

My Plan Manager will claim directly from the NDIA an agreed monthly fee for the provision of supports as agreed in Schedule of Supports (Para 12) upon acceptance of the Service Agreement.

By nominating My Plan Manager, to provide plan management services and manage the funding we will claim from the NDIA portal for funding up to the amounts specified in the support category and budget approved in the Client's current NDIS Plan. After these supports are delivered the service provider or Client/ Nominated Representative will claim payment for those supports from My Plan Manager, by forwarding an invoice to accounts@myplanmanager.com.au or by submitting claims via My Plan Manager's Online Portal or Phone App.

6. Client Budgets to be Managed

The Client/Nominated Representative will provide My Plan Manager details of their support budgets as per the Client's current NDIS plan. If the support categories or budgets change, the Client/Nominated Representative agrees any changes will be submitted immediately in writing to My Plan Manager, signed and dated by the Client/Nominated Representative.

7. Changes to the Plan

The Client/Nominated Representative agrees to immediately notify My Plan Manager and provide relevant plan details in writing if the Client's NDIS Plan is amended, replaced with a new plan, or the Client ceases to be a participant in the NDIS.

8. Liability

The Client/Nominated Representative agrees that My Plan Manager provides plan management services only and will not hold it responsible for any loss or damage the Client/Nominated Representative suffers as a result of or in connection with the conduct of any other third party (including any NDIS registered or unregistered provider). The Client/Nominated Representative agrees that My Plan Manager is not liable for any loss (including indirect, consequential, incidental or special damages) the Client/Nominated Representative may suffer from a breach of this Agreement unless that breach involves fraud or willful default of My Plan Manager.

My Plan Manager's aggregate liability under or in connection with this Service Agreement (whether in contract, tort (including negligence), equity, for breach of statutory duty, or otherwise) will not exceed the amount of fees paid to MPM for the provision of supports under this agreement in the previous 12 months.

9. Ending this Service Agreement

Either Party may end this Service Agreement at any time by giving the other party at least 28 days' notice in writing. If a Party materially breaches this Service Agreement, the other party may terminate this agreement immediately by notice in writing.

10. Feedback, complaints and disputes

If the Client/Nominated Representative wishes to provide feedback, or is not satisfied with the provision of supports and wishes to make a complaint, the Client/Nominated Representative should provide details via the My Plan Manager app or by emailing Feedback@myplanmanager.com.au or contacting My Plan Manager on 1800 861 272. A copy of the My Plan Manager Complaints Policy is available on the My Plan Manager website.

Nothing in this agreement prevents a client from making a complaint directly to a third party (e.g. NDIS Complaints Commission)

11. Good 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 NDIS Act, in the Client's NDIS plan currently in effect under section 37 of the NDIS Act;
- My Plan Manager will pay GST as per specified in the NDIS Act.

12. Primary Decision-Maker, Contact and Banking details

The Client /Nominated Representative will provide bank details if necessary, to My Plan Manager for reimbursement.

NDIS Plan Details

NDIS Participant's Full Name			
	First Name	Middle Name	Surname
NDIS Number		Date of Birth	
Plan Dates*	From: _____ to: _____		
NDIS Participant's Address			
		State	Postcode

Note: Future Dates will be covered by this Service Agreement unless otherwise advised by the Client / nominated representative

Primary Decision-Maker Details

Name		
Contact Number/s		
Email Address		
Relationship to Participant if Primary Decision-Maker is not the Client/Participant		An invitation will be sent to the primary email address with a link to setup access to the participant on our mobile and online apps

Secondary Contact Details: (Support Coordinator or other, please provide further details below)

Secondary Contact Name			
Contact Number/s			
Email Address			
Relationship to Participant			
If Secondary Contact is a Support Co-ordinator please provide additional information where applicable	Company Name: Registered NDIS Provider Number: ABN: Company Email: Address: _____ <div style="display: flex; justify-content: space-between; width: 100%;"> State Postcode </div>		

The Participant/Nominated Representative bank details for reimbursement:

Account Holder's Name			
Account Name			
Bank		Branch	
BSB		Account No.	

My Plan Manager can be contacted on:

Phone	1800 861 272
Email Address	enquiry@myplanmanager.com.au
Address	25 Franklin St, Adelaide SA 5000

Please ensure you read all the pages of this Service Agreement, provide all relevant details above and complete the acceptance of the Service Agreement. Please return the signed Service Agreement to: enquiry@myplanmanager.com.au.

My Plan Manager staff will contact you regarding the completion of the sign up.

13. Schedule of Support

Support Item	Description of Support	Price Limit
Plan Management and Financial Capacity Building- Set Up Costs (14_033_0127_8_3) or Financial and Service Intermediary - Set Up Costs (14_032_0127_8_3)	An establishment fee for setting up of the financial management arrangements for managing of funding of supports, as set in the plan, for the duration of the plan as specified by the NDIA *Set-up cost may differ depending on what is included in your plan and/or your location.	\$232.35 set-up cost* Remote \$325.29* Very Remote \$348.54*
Plan Management - Financial Administration (14_034_0127_8_3)	A monthly fee for the ongoing maintenance of the financial management arrangements for managing of funding of supports *Monthly fee may differ depending on what is included in your plan and/or your location.	\$104.45*per month Remote \$146.23* per month Very Remote \$156.67*per month
TOTAL Based on 12 months of Plan Management (listed as Improved Life Choices with setup fees included).	Total (12 months + \$232.35 set-up cost) Remote Total (12 months + \$325.29 set-up cost) Very Remote Total (12 months + \$348.54 set-up cost) *Total costs may differ depending on what is included in your plan and/or your location.	\$1485.75* \$2080.05** \$2228.58*

* Please note any changes will be in accordance with NDIA pricing guide.

Disclaimer:

In addition to the limitations on liability set out in this Service Agreement (above), the Client / Nominated Representative acknowledges that:

- (a) My Plan Manager information is provided in good faith, to the best of our knowledge and is correct at the time of communication, however, changes may affect this accuracy therefore My Plan Manager gives no assurance as to the accuracy of any information or advice given.*
- (b) Any advice given by My Plan Manager outside of plan management advice shall be considered general in nature. My Plan Manager shall not be liable for any failure of, or delay in the performance of this service agreement for the period that such*
- (c) failure or delay is:*
 - (i) Beyond the reasonable control of a party;*
 - (ii) Materially affects the performance of any of its obligations under this agreement; and*
 - (iii) Could not reasonably have been foreseen or provided against (e.g. Government Acts prohibiting or impending any party from performing its respective obligations under the Service Agreement contract) or (e.g. prolonged lack of power supply).*
- (d) Nothing in this Service Agreement negates or diminishes the statutory guarantees regarding the supply of services the Client/Nominated Representative receive under The Australian Consumer Law (Competition and Consumer Act 2010-Schedule2)*
- (e) My Plan Manager takes in good faith the information provided by the Client/Nominated Representative to be true and accurate, and that claims presented by My Plan Manager are a true reflection of goods and services provided to the Client in line with the NDIS guidelines (National Disability Insurance Scheme Act 2013).*

14. Acceptance of Service Agreement:

Signature of Authorised My Plan Manager Representative	Print Name and Company Role	Date
Acceptance Signature of Primary Decision Maker (see above)	Print Name	Date