

## Service Agreement for Plan Management Services

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### Parties:

This Service Agreement (Agreement) is between My Plan Manager.com.au Pty Ltd ACN 617 963 676 (My Plan Manager), and the Client as defined below (who is a NDIS) participant and is aged 18 or above).

An Authorised Representative (who is a person who is recognised as such by the National Disability Insurance Agency (NDIA) or that has otherwise been legally appointed to act on behalf of the Client) may execute this Agreement on behalf of the Client, in which case the Terms and Conditions below will also apply to the Authorised Representative.

The purpose of this Agreement is to set out the terms and conditions in respect of which My Plan Manager will provide the Client and/or Authorised Representative with management of funding for supports in respect of the Client’s NDIS Plan.

This Agreement will take effect from the date the Client or Authorised Representative signs this Agreement below 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 8 of the Terms and Conditions of this Agreement.

### Participant Information:

NDIS Participant’s Full Name: (Client)			
	First Name	Middle Name	Surname
NDIS Number:			Date of Birth:
Initial NDIS Plan Dates	From:		To:
Contact Number:			
Email Address:			
NDIS Participant’s Address:			
			State
			Postcode

### Authorised Representative (if client is not primary decision maker):

Must be a person recognised by the NDIA as a substitute decision maker or nominee.

Full Name: (Authorised Representative)			
	First Name	Middle Name	Surname
Relationship with Participant: (As recognised by the NDIA)	A family member recognised by the NDIA as a Plan Nominee <input type="checkbox"/>	A person appointed by the NDIA as a Plan Nominee <input type="checkbox"/>	Third Party legally appointed guardian / other <input type="checkbox"/>

<i>(Please Note: My Plan Manager reserves the right to confirm the information provided above with the NDIA)</i>	
Contact Number:	
Email Address:	
Address of Authorised Representative:	
*Circumstances of appointment: (please provide supporting documents)	

Note: The Authorised Representative must NOT be a person who has a financial interest in the operation of this Agreement, a service provider or a support coordinator unless specifically appointed by a Public Trustee or equivalent body for the purposes of this Agreement.

### Alternative Contact Person (if applicable):

Full Name:			
	First Name	Middle Name	Surname
Contact Number:			
Email Address:			
Relationship with client:			
Allow Access to online MPM portal ("read only"):	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

### My Plan Manager can be contacted on:

Phone:	1800 861 272
Email Address:	<a href="mailto:welcome@myplanmanager.com.au">welcome@myplanmanager.com.au</a>
Address:	Level 9, 400 King William St, Adelaide SA 5000

Please ensure that you read all the pages of this Agreement (including Annexure A and Annexure B), provide all relevant details above, and complete and sign the "Acceptance of this Service Agreement" below on page [10]. Please return the signed Agreement via email to: [welcome@myplanmanager.com.au](mailto:welcome@myplanmanager.com.au) You should seek independent legal advice before signing this Agreement if you are unclear about how it works or what it means for the Client and/or the Authorised Representative (as applicable).

After submission of this signed Agreement to the above email address, a My Plan Manager staff member will contact you regarding the completion of the sign-up process.

## **TERMS AND CONDITIONS**

### **1 Schedule of Supports**

- 1.1 Provided that NDIS funds are available for My Plan Manager to access on the NDIA portal relevant to the Client, My Plan Manager agrees to provide Supports available to the Client as set out in Annexure A.
- 1.2 The prices set out in Annexure A are GST inclusive (if GST applies) and will be automatically updated from time to time in line with changes to the NDIA Pricing Arrangements and Price Limits.

### **2 Your Responsibilities**

By entering into this Agreement, the Client agrees to or if this Agreement is executed by an Authorised Representative, the Authorised Representative agrees to (and, if applicable, will ensure that the Client will):

- 2.1 Treat My Plan Manager staff with courtesy and respect;
- 2.2 Advise My Plan Manager of preferred contact methods;
- 2.3 Ensure that any funds received from the NDIA are used to assist the Client achieve the Client's NDIS Plan goals and are spent on NDIS Supports and in accordance with the Client's NDIS Plan;
- 2.4 Monitor budget information made available by My Plan Manager to reduce the risk of overspending in relation to the Client's NDIS Plan;
- 2.5 Provide My Plan Manager with information in a timely manner as requested in accordance with the provisions of this Agreement or as otherwise reasonably requested from time-to-time;
- 2.6 Ensure that all claims for reimbursements (see Annexure B) include evidence of payment having been made in accordance with the requirements of the NDIA, the Australian Taxation Office (ATO) or any other regulatory body;
- 2.7 Not engage in conduct or knowingly provide My Plan Manager with misleading or incorrect information which may reasonably be expected to:
  - 2.7.1 Expose My Plan Manager to reputational, regulatory, or financial risk; or
  - 2.7.2 Present a work, health and safety risk to any My Plan Manager staff (including its contractors and agents). This includes any verbal or written abuse;
  - 2.7.3 Be contrary to NDIA rules, guidelines, legislation, policies and/or any other documents or publications as may be issued by the NDIA from time-to-time; or
  - 2.7.4 Be contrary to, or cause My Plan Manager to, breach the National Disability Insurance Scheme Act 2013 (Cth.) (NDIS Act) or any other law or regulation (including NDIS Rules and any conditions which relate to the registration requirements of My Plan Manager); and
- 2.8 Refrain from engaging in any action with a view to obtaining funds from the NDIA to which the Client, Authorised Representative or any other person are not entitled within the meaning of sections 46 and 182 of the NDIS Act.

### 3 Our Responsibilities

My Plan Manager will provide the services contemplated by this Agreement in accordance with applicable law, including the Australian Consumer Law.

By entering into this Agreement, My Plan Manager agrees to:

- 3.1 Treat the Client and/or Authorised Representative with courtesy and respect;
- 3.2 Use the Client and/or Authorised Representative's preferred method of communication wherever practicable;
- 3.3 Assist and support the Client and/or Authorised Representative to manage the Client's NDIS funding in accordance with the Client's NDIS Plan, the requirements of the NDIA and, where applicable, the ATO;
- 3.4 Make budget information available to the Client in circumstances when details of budget installments are made accessible/available to MPM by the NDIA, by;
  - 3.4.1 Tracking expenditure against the Client's budget and making that budgetary information available online via the My Plan Manager Client portal; and
  - 3.4.2 Making monthly statements available online to the Client and/or Authorised Representative;
- 3.5 Refer any service provider enquiries back to the Client and/or Authorised Representative in circumstances when permission to liaise with the service provider has been withheld by the Client and/or Authorised Representative;
- 3.6 Have mechanisms in place to manage and mitigate potential conflicts of interest; and
- 3.7 Raise any concerning conduct or behaviour (whether by the Client and/or Authorised Representative, service provider or any other third-party) with the Client and/or Authorised Representative and seek a satisfactory solution.

### 4 My Plan Manager Fees

- 4.1 My Plan Manager will directly claim monthly fees against the Client's NDIS Plan from the NDIA for the provision of plan management or individual capacity building supports (e.g. self-management or preparation for self-management and plan management) in accordance with the NDIA Pricing Arrangements and Price Limits Rules as set out in Annexure A.

### 5 Service Provider Claims

- 5.1 My Plan Manager will submit for payment via the NDIA Portal, invoices submitted by the Client's service providers to My Plan Manager, provided such invoices meet NDIA and ATO requirements, and the services relate to NDIS Supports made in accordance with the Client's NDIS Plan.

### 6 Changes to the Plan

- 6.1 The Client and/or Authorised Representative agrees to immediately notify My Plan Manager (and in any case, as soon as reasonably practicable) and provide relevant plan details in writing if the Client's NDIS Plan is varied, extended, reassessed, or replaced, or the Client ceases to be a participant in the NDIS.

## 7 Liability

- 7.1 Subject to clauses 7.4 and 7.5, the Client and/or Authorised Representative agrees that:
- 7.1.1 My Plan Manager only provides services regarding the management of funding for supports in respect of the Client's NDIS Plan;
  - 7.1.2 There is no contractual or inferred relationship between My Plan Manager and any of the chosen service provider(s) of the Client and/or Authorised Representative; and
  - 7.1.3 My Plan Manager will not be responsible for any harm or loss or damage that the Client and/or Authorised Representative may suffer due to:
    - 7.1.3.1 Actions taken by, or omissions made by third parties (including but not limited to any NDIS registered or unregistered service providers or the NDIA) that are outside the control of My Plan Manager;
    - 7.1.3.2 Actions taken by, or omissions made by, My Plan Manager relating to incorrect, inaccurate or out of date information provided by the Client and/or Authorised Representative; or
    - 7.1.3.3 The non-payment to a third party on behalf of the Client and/or Authorised Representative, or directly to a Client and/or Authorised Representative, of an invoice or reimbursement claim (as may be the case) submitted to My Plan Manager and/or the NDIA, for a reason that is outside the control of My Plan Manager, due to the presence of a non-compliance issue with a document submitted to My Plan Manager, due to a lack of funds in the relevant NDIS plan of the Client and/or Authorised Representative or any other reasonable circumstance in which My Plan Manager considers it inappropriate to process such a claim.
- 7.2 Subject to clauses 7.4 and 7.5, the liability of My Plan Manager for any harm or loss or damage suffered or incurred by the Client or the Authorised Representative as a result of a breach of this Agreement is limited to the fees paid or payable for a prior 12 month period to My Plan Manager under this Agreement.
- 7.3 Subject to clauses 7.4 and 7.5, neither party is liable for any consequential loss howsoever caused, suffered or incurred in connection with this Agreement.
- 7.4 Nothing in this Agreement limits or excludes a party's liability:
- 7.4.1 For death or personal injury caused by its negligence or willful misconduct or that of its employees or representatives, as applicable;
  - 7.4.2 For fraud or fraudulent misrepresentation by it or its employees, as applicable; or
  - 7.4.3 Where liability cannot be limited or excluded by applicable laws.
- 7.5 If the *Competition and Consumer Act 2010* (Cth.) or any other legislation states that there is a guarantee in relation to any service supplied by My Plan Manager in connection with this Agreement and My Plan Manager's liability for failing to comply with that guarantee cannot be lawfully excluded but may be lawfully limited, My Plan Manager's liability for that failure is limited to, (at the election of My Plan Manager), My Plan Manager supplying the services again or paying the cost of having the services supplied again.

## 8 Ending this Service Agreement

- 8.1 Unless agreed between the parties, either party may terminate this Agreement at any time by giving the other party at least twenty-eight (28) days' notice in writing.
- 8.2 A party may terminate this Agreement immediately by giving notice in writing to the other party, if:
- 8.2.1 The other party materially breaches this Agreement, and:
    - 8.2.1.1 If the breach is capable of remedy, the other party fails to remedy the breach within fourteen (14) days (or such other period agreed by the parties in writing) after receiving notice requiring it to do so; or
    - 8.2.1.2 If the breach is incapable of remedy; or
  - 8.2.2 There is fraud or fraudulent misrepresentation by the other party or its employees or representatives (including in the case of the Client its Authorised Representative).
- 8.3 My Plan Manager may terminate this Agreement immediately by giving notice in writing to the Client and/or Authorised Representative, if sanctions screening by or on behalf of My Plan Manager identifies a material issue with a service provider to the Client and/or Authorised Representative.

## 9 Privacy

- 9.1 A copy of My Plan Manager's Privacy and Dignity Policy is available on the My Plan Manager website. My Plan Manager will only collect information required for the purposes of the operation of this Agreement and our responsibilities as a plan manager.
- 9.2 In relation to any personal information (as that term is defined under the *Privacy Act 1988* (Cth.) (Privacy Act)) (Personal Information) the Client and/or Authorised Representative provides or makes available to My Plan Manager, My Plan Manager will only collect, store, access, use, process, disclose or otherwise deal with such Personal Information:
- 9.2.1 For the purposes of performing this Agreement;
  - 9.2.2 In accordance with the Privacy Act; and
  - 9.2.3 As permitted by our Privacy and Dignity Policy.
- 9.3 By signing below, the Client and/or Authorised Representative authorises My Plan Manager to collect, handle, use, disclose and otherwise deal with the Personal Information and sensitive information the Client and/or Authorised Representative provides or makes available to My Plan Manager, in accordance with the Privacy Act and the NDIS Act and with the terms of My Plan Manager's Privacy and Dignity Policy, and the specific consent provisions set out in the My Plan Manager "Consent to Obtain and Release Information Form" or any other specific direction provided to My Plan Manager.

## 10 Warranties and Representations

- 10.1 The Client and/or Authorised Representative warrants and represents that:
- 10.1.1 All information supplied by it to My Plan Manager under this Agreement to enable it to provide the services is accurate in all material respects;
  - 10.1.2 Before they signed this Agreement below, they obtained independent legal advice in respect of this Agreement or have had the opportunity to obtain such independent legal advice;
  - 10.1.3 They have in no way been pressured to enter into this Agreement or been the subject of any duress (in any form) which has caused them to enter into this Agreement; and
  - 10.1.4 All claims which they instruct My Plan Manager to submit on their behalf are a true reflection of goods and services provided to the Client in line with the NDIS Act and any other NDIS Rules, guidelines, legislation, relevant policies and/or any other documents or publications as may be issued by the NDIA from time-to-time.
- 10.2 My Plan Manager warrants and represents that the information it provides the Client and/or Authorised Representative under or in connection with this Agreement is correct and current at the time the communication is made by My Plan Manager.
- 10.2.1 Goods and services tax (GST)

## 11 Goods and services tax (GST)

- 11.1 For the purposes of GST legislation including the *A New Tax System (Goods and Services Tax) Act 1999* (Cth.) [and the NDIS tax amendment], the supports provided by My Plan Manager in the Schedule of Supports set out in Annexure B below are a GST-free supply (unless advised otherwise by My Plan Manager in relation to one or more items or services in the then current NDIA Pricing Arrangements and Price Limits Rules).

## 12 Feedback, complaints, and disputes

- 12.1 If the Client and/or Authorised Representative wishes to provide feedback or is not satisfied with the provision of supports and wishes to make a complaint, the Client and/or Authorised Representative should provide details via the My Plan Manager website or by emailing [Feedback@myplanmanager.com.au](mailto:Feedback@myplanmanager.com.au) or contacting My Plan Manager on 1800 861 272. A copy of the My Plan Manager Feedback and Complaints Policy is available on the My Plan Manager website and can be accessed via the following link: [MPMG Client Feedback & Complaints Statement](#)
- 12.2 For the avoidance of doubt, nothing in this Agreement prevents the Client and/or Authorised Representative from making a complaint directly to a third-party (e.g. the NDIS Quality and Safeguards Commission).

## 13 Miscellaneous

### *Entire Agreement*

- 13.1 This Agreement contains the entire understanding and agreement between the parties on the subject matter of this Agreement.

### *Force Majeure*

- 13.2 My Plan Manager shall not be liable for delay or failure to perform its obligations under this Agreement if the cause of the delay or failure is beyond its control. If such events or circumstances arise, to the extent practicable, My Plan Manager will take reasonable steps to overcome the delay or failure.

### *Waiver*

- 13.3 Failure by either party to enforce any of the terms and conditions contained in this Agreement shall not be deemed to be a waiver of any of that party's rights or obligations under this Agreement.
- 13.4 A single or partial exercise of a power or right conferred on a party by this Agreement does not preclude a further exercise of the same or the exercise of any other power or right under this Agreement.
- 13.5 A waiver of a breach does not operate as a waiver of any other breach.

### *Severability*

- 13.6 If any provision of this Agreement is deemed invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected.

### *Variations*

- 13.7 My Plan Manager may amend the terms of this Agreement by providing the Client and/or Authorised Representative with at least [twenty-eight (28)] days prior notice wherever practicable (if the change is not adverse to you, we may provide a shorter notice period). Upon being notified of the change, you have the right to terminate this Agreement in accordance with clause 8 of this Agreement. If you wish to discuss the variation or terminate this Agreement as a result of our change/s, please contact My Plan Manager. If you choose to terminate this Agreement due to a change made by us under this clause, please note that My Plan Manager does not impose any exit or cancellation fees. If you do not give My Plan Manager notice terminating this Agreement before the changes are due to come into effect in accordance with the notice from My Plan Manager, you will be deemed to have accepted the revised terms. Additionally, if any law mandates a minimum prior notice period for a variation to take effect, My Plan Manager will comply with that minimum notice requirement.
- 13.8 Any variation/s sought by the Client and/or Authorised Representative will only be binding upon the parties upon My Plan Manager agreeing to such variation(s) in writing.

*Assignment*

- 13.9 Acting reasonably, the parties may assign their rights under this Agreement to a third-party by giving thirty (30) business days prior written notice to the other party. Upon being notified of the proposed assignment, the opposing party has the right to terminate this Agreement, which it can exercise by notifying the other party in writing within the thirty (30) business day period, or as otherwise agreed in writing between the parties. If the Client and/or Authorised Representative chooses to terminate this Agreement due to a proposed assignment under this clause, please note that My Plan Manager does not impose any exit or cancellation fees. Additionally, if any applicable law mandates a minimum prior notice period for an assignment to take effect, My Plan Manager will comply with that minimum notice requirement.

*Jurisdiction*

- 13.10 This Agreement is governed by the law of South Australia and the parties submit to the exclusive jurisdiction of the Courts of South Australia and courts competent to hear appeals from those courts.

### ACCEPTANCE OF THIS SERVICE AGREEMENT

This Service Agreement may be executed by the Client or an Authorised Representative on behalf of the Client (in which case this Agreement applies to both the Authorised Representative and the Client).

**Signed** : \_\_\_\_\_

**Print Name** : \_\_\_\_\_

**Date** : \_\_\_\_\_

**NOTE:** If the person authorising this Agreement is not the Client or is not a person listed by the NDIA as a Plan Nominee or other appointed guardian, My Plan Manager may decline to process a claim submitted for processing to the NDIA.

## Annexure A

### Schedule of Supports

The “description of support” and “price limit” contained in the following Schedule of Supports may be varied from time-to-time in line with changes to the NDIS Pricing Arrangements and Price Limits Rules and/or other documents or publications issued by the NDIA from time-to-time. You will be charged the applicable price limit unless otherwise agreed.

Plan Management - Establishment & Monthly Fee		
Support Item	Description of Support	Price
Plan Management - Financial Administration (14_034_0127_8_3)	A monthly fee for the ongoing maintenance of the financial management arrangements for managing funding of supports	National: \$104.45 per month

## Annexure B

### Reimbursements

Client and/or Authorised Representative bank details for reimbursement

NOTE 1: This section is **ONLY TO BE COMPLETED** if the Client and/or Authorised Representative intends to seek direct reimbursement for any purchases made to assist the Client to implement their NDIS Plan. Such purchases **MUST** be made in accordance with the provisions of this Agreement.

NOTE 2: To reduce the risk to Clients and/or Authorised Representatives, it is the policy of My Plan Manager to recommend that Clients require their service providers to submit their claims to My Plan Manager for processing and that Clients do not directly pay for disability related services and supports.

NOTE 3: My Plan Manager, in its absolute discretion, reserves its right to refuse to process any reimbursements by the Client and/or Authorised Representative and may contact a service provider to confirm payments of invoices for which reimbursements have been sought. If My Plan Manager refuses to process such a reimbursement, where appropriate, it will ordinarily notify the Client and/or Authorised Representative and seek a resolution of the issue when practicable.

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