

Customer Service Agreement for NDIS Plan Management Services

WHAT IS THIS AGREEMENT FOR?

This is a Customer Service Agreement between 'us' and 'you' to define our relationship and provide important clarity. Within the Agreement, we explain the services we will be providing, and the conditions associated with providing Our Services.

1. NDIS / NDIA

The NDIS refers to the National Disability Insurance Scheme which provides services and support to NDIS participants. The NDIA is the National Disability Insurance Agency, which runs the NDIS.

2. NDIA PLAN

An NDIA Plan is a written plan that the NDIA (or their delegate) develops with you. It is used as a basis for your funding. A delegate could be a local area coordinator.

3. PLAN MANAGEMENT

Plan Management refers to the Plan Management Services delivered by My Plan Assist. The NDIS refer to this as '*Improved Life Choices*' in your NDIS Plan and allocate additional funding to cover all associated costs. Plan Management comes at no cost to you.

4. MY PLAN ASSIST

My Plan Assist is a Registered Provider of Plan Management Supports under the NDIS. My Plan Assist is not available outside the hours of 9am to 5pm Monday to Friday. Calls made outside these hours including on weekends and in case of emergency will be returned during business hours.

5. SERVICE AGREEMENT

This Service Agreement is an agreement between My Plan Assist and you. This Agreement describes each of our rights and responsibilities. It is based on your NDIA Plan.

6. COMMENCEMENT DATE

The commencement date is the date you sign this Agreement. If you are transitioning from another plan management service, commencement will not take effect until the day after your notice period ends. It is always advisable to request your service end date in writing, to ensure a smooth transition.



This Service Agreement continues until either you or My Plan Assist terminates it under the terms of this Agreement.

My Plan Assist will automatically renew your Plan Management Services with us following each Plan review. If you don't want the Agreement to automatically renew, you may contact us at any time.

7. NOMINEE ACTING ON BEHALF OF A PARTICIPANT

My Plan Assist will work alongside a Nominee who is legally permitted to make decisions on the Participant's behalf.

If you are a Nominee, signing up on behalf of a Participant (inclusive of a Nominee, Representative or Support Coordinator under the NDIS), you agree that you have authority and/or consent from the Participant you are representing.

If at any point a Participant contacts us to inform us they would no longer like you to act on their behalf, we reserve the right to immediately revoke you as an acting Nominee whilst we undergo further review.

8. GUARDIAN ACTING ON BEHALF OF A PARTICIPANT

My Plan Assist will work in partnership with a Guardian who is legally permitted to make decisions on the Participant's behalf.

9. IT IS IMPORTANT YOU UNDERSTAND THAT:

My Plan Assist will provide Plan Management Services according to the details recorded in the NDIS portal, should those details not coincide with the details in your NDIS Plan. We will verify the records in the NDIS portal and advise you by email or phone if they are different to the details in your NDIS Plan.

My Plan Assist will seek payment for Our Services directly from the NDIA.

10. YOUR RESPONSIBILITIES AS A CLIENT:

During the terms of this Agreement, you agree to:

- Nominate My Plan Assist as your dedicated Plan Manager and advise your Service Providers accordingly.
- My Plan Assist contacting the NDIA and its delegates (such as local area coordinators) or other Support Service Providers to discuss your Plan or gain the necessary information to effectively provide Plan Management Services to you.
- My Plan Assist collecting, using and disclosing your personal information including sensitive health information, in accordance with our Privacy Policy.
- My Plan Assist making administrative arrangements to allow your Service Providers to be paid from your NDIS funds on your behalf.



- Provide us with any necessary information that we will need to pay your bills and manage your budget.
- Provide My Plan Assist with a copy of any updated or revised Plan as soon as reasonably possible.
- Inform My Plan Assist if you do not wish to receive documents electronically or email updates.
- Being interviewed and have your records reviewed by a third-party accreditation, and legislative body if required for auditing purposes. My Plan Assist will provide you with the necessary support to ensure you have all the information you need.
- Always tell us the truth and be respectful to our Team and your Service Providers
- Inform My Plan Assist about concerns you have with any of the relevant supports being provided, including supports provided by My Plan Assist.
- Let us know if you suspend, change or intend to change your Plan, or if you are no longer a participant in the NDIS.
- Let us know if you suspend, change or intend to change your provider/s of Other Support Services. Any such changes must be in accordance with the service agreement/s you have with your providers/s.
- Tell us if you have any concerns about Our Services.
- Pay for services that are not included in your NDIS Plan including, but not limited to, services or equipment in excess of the supports funded by the NDIS.
- Take ultimate responsibility for selecting who will provide Other Support Services and let My Plan Assist know who those providers are, their contact details and the service agreements or arrangements you have with them.

11. OUR RESPONSIBILITIES AS YOUR SERVICE PROVIDER:

During the terms of this Agreement, My Plan Assist will:

- Provide Plan Management services only to the amount funded by your NDIS Plan and agreed in the pricing schedule in this Service Agreement.
- Provide Our Services in a way that is consistent with all relevant laws, including the NDIS Act, the NDIS Rules, National Privacy Principles and Australian Consumer Law.
- Keep accurate and up-to-date records of all Our Services provided to you, as well as up-to-date records of all claims for Other Support Services process on your behalf.
- Ensure your Service Providers charge you the right amount.
- Ensure your Service Providers are paid on time.
- Provide you with monthly statements to help you keep track of your NDIS funds.
- Communicate openly, honestly, professionally and in a timely manner.
- Treat you and your family with courtesy and respect.
- Within the limits of our role, liaise with Other Support Providers on your behalf to facilitate service delivery or resolve any concerns you may have.

12. USING YOUR OWN MONEY

If you pay for something in your NDIS Plan with your own money, we can pay this money back to you. You need to provide your bank details for this to happen.



You need to check with us before you buy things. This is to ensure you can get the money back before you spend it.

13. WHAT IF SOMETHING GOES WRONG WITH A PROVIDER?

My Plan Assist is not responsible for how your providers conduct themselves, including what they do or what they say. Please let us know if you have any concerns and we will do our best to support and guide you.

14. ENDING THIS SERVICE AGREEMENT

Either you, or My Plan Assist, may terminate this Service Agreement at any time.

If you choose to end this Service Agreement, you need to give **at least 14 days' notice** in writing before you wish to stop working with us. If we choose to end this Service Agreement, we need to give you at least 30 days' notice in writing before we wish to stop working with you.

This notice period will be waived if the termination is a result of a serious breach of this Service Agreement by either party.

If you notify us that you want to terminate this Service Agreement, My Plan Assist will notify the NDIA and the Service Providers providing supports to you under your Plan to let them know that we will no longer be acting as your intermediary once the 14-day notice period is up. We will also notify them that we will only accept claims for payment up to the end date of this Agreement.

15. FEEDBACK, COMPLAINTS AND DISPUTES

You can give us feedback or make a complaint at any time. My Plan Assist will support you through the process. By communicating with us, we will listen to your feedback and do our best to continue to improve Our Service to achieve better client outcomes.

- Feedback is when you communicate with us about something we have done well, or how we could do something better.
- A complaint is more serious in nature. It is when you communicate with us because you are unhappy with Our Service and would like to seek resolution.

If you want to provide us with feedback or make a complaint, you can do so by coordinating a meeting either in person, on the telephone or via digital platform such as Zoom, Facetime, or Teams. You can also email us at info@myplanassist.com.au.

To protect your privacy, we do not recommend using social media like Facebook or Instagram to make a complaint. But, if you make a complaint this way, we will still treat it as a complaint.



My Plan Assist will handle your complaint seriously and in accordance with our Complaints Management and Resolution Policy. If you are not satisfied with our response, you can contact the NDIS Quality and Safeguards Commission on 1800 035 544.

Should you wish to receive a copy of our 'Complaint and Feedback Form' or our 'Complaints Management and Resolution Policy', please contact the Team at any time.

16. INCIDENT REPORTING

An incident is an event that results in injury or harm (or had the potential to do so). This may also include unintentional or unplanned events that could also be referred to as an 'accident'.

We encourage any person to report incidents of unsafe or poor-quality services, or if people are at risk or harm in connection with Our Service and Supports.

When we receive a report, we will manage it professionally according to our internal procedures as well as the NDIS Quality & Safeguards Commission's Standards, Rules and Reportable Incidents Guidance.

Should you wish to receive a copy of our 'Incidents Management and Reportable Incidents Policy' please contact the Team at any time.

17. PRICING SCHEUDLE FOR PLAN MANAGEMENT

Our Plan Management Service comes at no cost to you. When you request for *Improved Life Choices* to be added to your plan, NDIS will cover your fees.

When you start working with us, the NDIS will pay us \$232.35. Then, each month, the NDIS will pay \$104.45. The costs may be a marginally more if you live outside the metropolitan area.

18. PRICING CHANGES

Any changes to the prices as determined by the NDIA will automatically increase or decrease at the time of the change.

19. INVOICE PAYMENTS

My Plan Assist will process payment on your behalf for Other Services from your Plan, providing:

- The Support Provider supplies a Tax Invoice that is aligned with the guidelines of the Australian Taxation Office (ATO) and the NDIS.
- Support Services satisfy the test for reasonable and necessary supports as defined by the NDIA.
- The supports are consistent with your current Plan and Service Agreements or with other instructions you have provided.



- Goods and services tax (GST) may be payable even if the provider is not a registered service provider with the NDIA. If so, the GST payable will be funded by your Plan; and
- Claims for payment of the services with the NDIA are successful.

20. INVOICE PAYMENTS

Approving invoices. Please consider if you would prefer to opt for a Standing or Manual Approval.

- With a **Standing Approval**, My Plan Assist will coordinate the processing & payment of all invoices immediately upon receipt – and will only reach out if there appears to be any issues.
- With a **Manual Approval**, My Plan Assist will seek manual approval for each invoice prior to processing for payment.

21. CONSENT

If you do not understand any section of this Agreement, please talk to a family member, your Nominee/Guardian or contact the Team at info@myplanassist.com.au to obtain further clarity before acknowledging consent.

You can also request this Agreement in an Easy Read format or even in a different language.

22. THANK YOU

Thank you for taking the time to read our Customer Service Agreement. We acknowledge, there is a lot of information to absorb. Remember, get in touch if you have any questions. We hope to welcome you to an ongoing partnership with My Plan Assist, and very much look forward to the opportunity of working collaboratively with you, your Nominee or your Support Coordinator.
