



JUST PLAN MANAGERS

NDIS Plan Management Service Agreement

This Service Agreement sets out how Just Plan Managers will deliver its plan management services to you.

Questions?

We're here to help.
Please contact our friendly
customer service team who will be
happy to answer your questions.

Just Plan Managers



1300 217 037



hello@justplanmanagers.com.au



www.justplanmanagers.com.au

NDIS Plan Management Service Agreement

This agreement has been produced for Participants when entering into a Plan Management Service Agreement with Just Plan Managers.

Defined Terms

Just Plan Managers

Just Plan Managers is the trading name of Our Family Care Pty Ltd (ABN 15 626 582 661), a registered provider of supports under the National Disability Insurance Scheme Act 2013 (Cth) (the **NDIS Act**).

Just Plan Managers deliver its plan management services under this Service Agreement exclusively through Our Family Care Pty Ltd (ABN 15 626 582 661).

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.

Customer

In this Service Agreement, you will be called the **Customer**. This may refer to you, as a Participant in the NDIS, your NDIA appointed Nominee or someone else you may appoint to help you with Just Plan Managers' services.

Our Welcome Letter will specify the name of the Customer, including the name of any appointed representative provided at the time of sign up, or otherwise notified to Just Plan Managers during this Service Agreement.

Plan

The **Plan** is the written agreement between the Participant and the NDIA which sets out your goals and needs as a Participant, and those supports and resources the NDIA will provide funding for, to help you achieve those goals. Each Participant has their own individual Plan which may be revised or reviewed by the NDIA.

Start Date

The start date of this Service Agreement will be set out clearly in the Welcome Email we send to you.

Agreement

This Service Agreement, including the Welcome Email is between Just Plan Managers and the Customer.

End Date

The Service Agreement will operate for the duration of time Just Plan Managers provides plan management services to you, as the Customer. This may include across multiple years, as well as after an NDIA Plan review or Plan renewal.

The Service Agreement will only end where either the Customer or Just Plan Managers provides the other party with 14 days' notice in writing. This must be done either by pre-paid post or email, sent to the nominated addresses for notice, set out in the Welcome Email or such other address as notified to the other party from time to time.

In the event of a serious breach of the Service Agreement by either party, the notice period of termination will be waived.

The NDIS and this Service Agreement

This Service Agreement sets out how Just Plan Managers will deliver its plan management services to you.

We will verify the Customer's Plan details via the NDIS Portal and will provide our services in line with your Plan details recorded in the NDIS Portal.

Just Plan Managers' Responsibilities

We agree to provide general plan management services such as:

- facilitating payments of invoices on your behalf;
- processing reimbursement claims to you (where approved to do so);
- tracking expenditure on provider supports, against your budget;
- providing monthly statements of your expenditure and remaining available funding (on request);
- providing a transparent electronic budget monitoring tool for your use; and
- access to a Contact Centre to address your questions relating to your Plan.

Just Plan Managers uses service descriptions and pricing structures set out in the published NDIS Price Guide (from time to time) and applies them as directed by the NDIS Act and rules, and the Australian Consumer Law, when delivering its services to you under this Service Agreement.

Where the NDIS Price Guide specifies a maximum price for a particular service or support, Just Plan Managers will only ever pay up to that maximum rate/amount for such service or support provided to the Customer by a provider.



We also seek to deliver a positive plan management experience and will:

- protect your privacy and confidential information in accordance with the Just Plan Managers Privacy Policy;
- communicate openly and honestly in a timely manner;
- treat you with courtesy and respect and deliver our services in a fair, equitable and transparent manner;
- consult you on decisions regarding how supports are provided;
- maintain accurate records regarding the supports delivered to you;
- implement a **Standing Approval** to automatically approve invoices from providers on your behalf. If you opt-out of Standing Approval for any of your providers, we will automatically approve invoices on your behalf if you have not approved or rejected them within our payment timeframe;
- provide you with information about managing any complaints or disagreements with providers (including the details of their cancellation policy, if relevant); and
- listen to your feedback and resolve problems as quickly as is reasonable to do so.

Customer Responsibilities

As the Customer under this Service Agreement, you agree to:

- inform us **immediately** if your Plan is suspended or replaced by a new Plan or you stop being a Participant in the NDIS;
- before engaging a provider or receiving any supports under your Plan, verify with us the availability of funds in your NDIS budget;
- communicate to Just Plan Managers as to how you wish the supports to be delivered;
- bring to our attention any concerns you have about the supports being provided;
- only purchase supports that the NDIA define as reasonable and necessary;
- approve or reject provider invoices in accordance with the approval/rejection methods and timeframes;
- treat Just Plan Managers and all our staff with courtesy and respect;
- Just Plan Managers disclosing your personal information to third parties in order to assist with the implementation of your Plan, at all times in accordance with the Just Plan Managers Privacy Policy;
- if required for regulatory or auditing purposes, be contacted to discuss our services and have your records reviewed by relevant third parties;
- receive documents and updates electronically. You may contact us at any time if you do not wish to receive these electronically; and
- receive direct marketing material from us. You may contact us at any time if you do not wish to receive this material.



Fees for Services

14_034_0127_8_3 Plan Management - Monthly fee \$104.45

Should the NDIA amend any rates associated with Just Plan Managers' services, Just Plan Managers will automatically update its fees in accordance with the NDIS Price Guide. No action will be required by you.

Goods and Services Tax

For the purposes of the GST Act (A New Tax System (Goods and Services Tax) Act 1999 (Cth)), 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 your Plan currently in effect under section 37 of the NDIS Act;
- your Plan is expected to remain in effect during the period the supports are provided; and
- you will immediately notify us if your Plan is replaced by a new Plan or you stop being a Participant in the NDIS.

On this basis, the services provided by Just Plan Managers under this Service Agreement shall be deemed to be GST-free.

Service Agreement Changes

If any material amendments to this Service Agreement are required, Just Plan Managers shall notify you in writing of the changes and these shall be considered accepted by you, unless you otherwise notify us in writing, within 7 calendar days.

Feedback, Complaints and Disputes

To provide feedback or make a complaint, you may contact us via the following methods:

- call: 1300 217 037
- email: info@justplanmanagers.com.au
- mail: Level 23, Collins SQ Tower Five, 727 Collins St Docklands, VIC 3008

In the event that a complaint is not resolved to your satisfaction you may contact the the NDIS Quality and Safeguards Commission on 1800 035 544 or via a complaint form on their website at www.ndiscommission.gov.au.

Further information is also available at www.ndis.gov.au.



Disclaimer

Information provided by Just Plan Managers is done so in good faith, to the best of our knowledge and is considered to be correct at the time of communication, however, changes may affect this accuracy and Just Plan Managers gives no assurances as to the accuracy of any information or advice given.

Any advice provided by Just Plan Managers outside of the scope of services set out in this Service Agreement shall be considered general in nature. Just Plan Managers shall not be liable for any failure of, or delay in the performance of this Service Agreement for the period that such failure or delay is:

- *beyond the reasonable control of a party;*
- *materially affects Just Plan Managers' performance of any of its obligations under this Service Agreement; and*
- *could not reasonably have been foreseen or provided for (such as government acts prohibiting or impending any party from performing its respective obligations under the Service Agreement).*

Nothing in this Service Agreement negates or diminishes the statutory guarantees of the supply of services to the Customer in accordance with the Australian Consumer Law.

Just Plan Managers accepts in good faith the information provided by the Customer to be true and accurate and that claims presented by Just Plan Managers are a true reflection of goods and services provided to the Customer pursuant to the NDIS Guidelines under the National Disability Insurance Scheme Act (Cth) 2013.

Agreement Signature

I have read and understood Just Plan Manager's Service Agreement

Participant/Representative Signature

Full Name

Date