

## SERVICE AGREEMENT

### PARTIES

This Service Agreement (Agreement) is for (full name) \_\_\_\_\_ a participant in the National Disability Insurance Scheme (NDIS) and: **PlanSmart Solutions (ABN 93 653 649 140)** of 12 Dimboola Rd, Broadmeadows VIC 3047.

This Agreement **will commence, and the participant will become an active client of PlanSmart Solutions , from the date it is signed.** If this Agreement is completed and submitted online, the date of signing is the date that the 'I accept the terms of the Agreement' box is ticked. When the Agreement is submitted on-line.

This Agreement will be in effect from this date until we are notified otherwise by the Participant / Guardian / Nominated Representative.

The Agreement sets out the plan management and financial intermediary services that PlanSmart Solutions will provide, and the Participant / Nominated Representative's rights and responsibilities to ensure that plan management supports are aligned with the Participant's NDIS plan.

### Service Agreement PlanSmart Solutions

12 Dimboola Rd, Broadmeadows VIC 3047

Contact info: +61 400 105 940 [info@plansmartsolutions.com](mailto:info@plansmartsolutions.com)

[www.plansmartsolutions.com](http://www.plansmartsolutions.com)

## PARTIES TO THE AGREEMENT

### NDIS Participant Details:

Given name/s:			
Surname:			
Date of Birth:			
NDIS Number:			
Plan Dates:	Start:	End:	
Contact Number (Home)	()		
Contact Number (Mobile)			
Email:			
Participant's Address: (*State is required to proceed)	Street:		
	Suburb:	State:	Postcode:

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**Guardian / Authorised Representative / Nominee details (if relevant):**

Contact Name:	
Contact Number (Home)	
Contact Number (Mobile)	
Relationship to Participant:	
Allow access to:	
Copy of guardianship document provided? <input type="checkbox"/> YES <input type="checkbox"/> NO	

**Additional Contact Person details: (if relevant)**

Contact Name:	
Contact Number (Home)	
Mobile:	

Contact Number (Mobile)	
Relationship to Participant:	Mother
Allow access to:	<input type="checkbox"/> Monthly statements
Consent to share Information: <input type="checkbox"/> YES <input type="checkbox"/> NO	

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Australian Company Number: 653 649 140

At any stage you may add to the above contacts by completing a Consent to Share form and providing to PlanSmart Solutions via email to [info@PlanSmartSolutions.com](mailto:info@PlanSmartSolutions.com)

NDIS registered providers are required to be audited against the NDIS Practice Standards as part of the NDIS Quality and Safeguarding Framework. Clients of *PlanSmart Solutions* are automatically enrolled in the audit processes and may be contacted by the (*PlanSmart Solutions*) audit team for interviews and/or have their files reviewed to ensure *PlanSmart Solutions* is compliant. If you do not wish to participate in the audit you can opt out of the process by ticking the box below.

I do not wish to be part of the audit process.

**AUTHORITY AND DECLARATION**

I declare that I have read and that I am approved to accept the terms and conditions of this Service Agreement:

Signature of Participant or Guardian /Authorised representative _____
Name of Participant or nominated representative _____
Date: _____
Signature of Authorised person from PlanSmart Solutions _____
Abdifata Ibrahim (Director PlanSmart Solutions) _____
Date: _____

Thank you for selecting PLANSMART SOLUTIONS as your Plan Manager. We're excited to assist you. Should you have any queries, please refer to our website or reach out using the contact information provided below.

## **Service Agreement PlanSmartSolutions**

**12 Dimboola Rd, Broadmeadows VIC 3047**

**Contact info: +61 400 105 940**

**info@plansmartsolutions.com**

**www.plansmartsolutions.com**

## TERMS AND CONDITIONS

### WORDS USED IN THIS AGREEMENT

The Agreement uses words that have a specific meaning:

**Plan** means the written NDIS plan developed with you and/or on your behalf by the NDIA or their delegate (for example a Local Area Coordinator). **OurServices** means plan management and financial intermediary services provided to the Participant by *PlanSmart Solutions* Plan Managers.

**Support Provider** refers to the provider of support services for the NDIS Participant.

**Consent to Share** enables you to give signed consent for PlanSmart Solutions' employees to discuss personal and plan information over the phone or via email with your additional contacts as advised by you.

**Guardian** (or Authorised Representative/Nominee) is someone who has permission to act on your behalf. They may give us consent to share information with additional contact people. This information may include your current budget amounts, invoices and providers you have engaged, your details and your representative contact details.

**Additional Contact Person** is someone you can nominate for us to contact if we can't reach you. You can choose if you would like them to have access to view your *PlanSmart Solutions* and/or monthly statements. You can also decide if you consent to *PlanSmart Solutions* sharing information with this person.

**Monthly Statements** are a summary of your budgets and spending from your Plan Managed NDIS funding for the month. You can tell us if you would not like to receive these, or you can nominate someone else to receive them on your behalf.

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## PLANSMART SOLUTIONS ' RESPONSIBILITIES

### We will:

- Reimbursement Claims: Process all claims promptly.
- Invoice Approval: Confirm necessary approvals with Participant/Nominated Representative before making payments.

### Plan Information:

- Offer real-time data on claims against the plan budget.
- Provide current balances of the plan.
- Monthly Statements: Deliver statements detailing expenditure and available funds upon request.

### Support Team:

- Grant access to experts for queries regarding plan usage.
- Communication:
  - Engage in open, timely, and professional communication.
  - Treat Participants with utmost courtesy and respect.
- Feedback:
  - Actively listen to feedback from Participant/Nominated Representative. - Collaboratively address and resolve issues.
  - Inform participants about our Feedback and Complaints policy.

### Privacy:

- Uphold the highest standards of privacy.
- Adhere to the Privacy Act 1988. (Reference our Privacy Policy online.)

### Incident Management:

- Monitor, report, and investigate incidents per NDIS (Incident Management and Reportable Incidents) Rules 2018.
- Involve the Participant in any investigation process.
- PlanSmart Solutions Incident Management Policy is available upon request.

### Information Usage:

- Ensure participants know why and how we use their information, including any audio/visual recordings.

### Service Provision:

- Services will be rendered up to the amount funded in the NDIS plan.

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## **PARTICIPANT /NOMINATED REPRESENTATIVE RESPONSIBILITIES**

**You agree to:**

- **Ending Agreement:**
- **Provide us with the necessary notice if you wish to terminate this Agreement. (Refer to the 'Ending the Service Agreement' clause.)**
- **NDIS Plan Updates:**
- **Notify us immediately if the Participant's NDIS plan is suspended, replaced, or if they exit the NDIS program.**
- **Change Notifications:**
- **Inform us in writing of any changes that could affect our ability to fulfill our responsibilities.**
- **Update us on any shifts regarding the Participant's Nominated Representative or Support Coordinator.**
- **Be available for discussions about Our Services.**
- **Allow relevant third parties to review your records for regulatory or auditing reasons.**

**Electronic Communication:**

- **Anticipate receiving documents and updates electronically. - Reach out if you prefer not to get these electronically.**

**Marketing Material:**

- **Expect to receive direct marketing content from us.**
- **Contact us if you'd rather not receive such materials.**

**You agree we can:**

- **Access the Participant's NDIS funding that has been made available through their NDIS plan, via the NDIS online portal(MyPlace)**
- **Use the information in the Participant's online portal to set up their plan management services and begin processing invoices and reimbursements.**
- **Discuss the Participant's plan with the NDIA and/or its delegates (such as a Local Area Coordinators or Support Coordinator).**
- **Discuss with Support Providers services that have been, or will be, delivered by them to the Participant**
- **Automatically renew this Agreement following each plan review (unless you tell us not to).**

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## INITIAL MEETING

We will arrange an initial meeting with the Participant / Nominated Representative. The initial meeting may be face to face, by telephone or online (e.g., Microsoft Teams or alternative). During the initial meeting we will: - Provide information about our respective responsibilities to ensure supports obtained are aligned with the Participant's NDIS plan.

- Confirm there is sufficient NDIS funding in the Participant's plan for plan management (Improved Life Choices) supports. - Confirm the invoice approval process that the Participant / Nominated Representative requires prior to payment by us. - Confirm the Participant / Nominated Representative's preferences about visibility over invoices sent to us for payment.
- Provide information about what our process is to receive, manage and pay invoices.
- Discuss what our respective responsibilities are for ongoing monitoring and management of the Participant's plan budget.
- Provide information to the Participant / Nominated Representative about our dispute resolution processes.

## PARTICIPANT CONSENT – PERSONAL INFORMATION

We collect and use personal information to ensure our services meet your individual needs and will do so in accordance with PlanSmart Solutions' Privacy and Dignity policy (see our website [PlanSmart Solutions .com.au/privacy](http://PlanSmart Solutions .com.au/privacy)). This policy provides guidelines in the collection, use, disclosure, and security of your personal information.

This information will also be used for:

- Administrative purposes - planning your support and services. - Disclosure of information to the NDIA, the NDIS Quality and Safeguard Commission or other government agencies when needed.
- Disclosure of Information pertaining to the funded supports in the

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- Participant's plan to other disability support providers in order for them to provide appropriate services.
- Where PlanSmart Solutions is required or authorised by law to disclose the Participant's personal information either with or without their or their Nominated Representative's consent.

All PlanSmart Solutions employees are aware of the sensitivity of the information disclosed. Employees are trained to work within privacy legislation, our policy and procedure, and must hold appropriate clearances.

You have the right to gain access to the information we hold about the Participant. You can find information on how to request access or update the Participant's personal information (see our website [PlanSmartSolutions.com.au/privacy](http://PlanSmartSolutions.com.au/privacy)).

## **PAYMENT FOR OUR SERVICES**

PlanSmart Solutions will claim directly from the NDIA a set-up fee (if applicable) and a monthly fee for the provision of Our Services as set out in the NDIS Price Guide.

Should the NDIA amend any rates associated with Our Services, we will automatically update our fees in accordance with the NDIS Price Guide. No action will be required by you.

## **CHANGES TO THIS AGREEMENT**

We agree that any changes to this Agreement will be made in writing, signed, and dated by both the Participant / Nominated Representative and PLANSKART SOLUTIONS Plan Managers. Alternatively, verbal notice can be provided (if written notice cannot be provided by the Participant / Nominated Representative).

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## ENDING THE SERVICE AGREEMENT

Should either party wish to end this Agreement they must give twentyeight(28)days' notice in writing or by phone (if written notice cannot be provided by the Participant / Nominated Representative). If either party seriously breaches this Agreement the requirement of notice will be waived.

We will notify your Support Provider/s if we receive an invoice for services after the end date of your Service Agreement date with us that your Agreement with PlanSmart Solutions Plan Mangers has ended.

## FEEDBACK, COMPLAINTS, DISPUTES AND INCIDENT REPORTING

The Participant / Nominated Representative can give us feedback, make a complaint, or ask for a copy of our Feedback and Complaints Management procedure by:

Calling us on **+61 400 105 940**, and we will try to resolve the Issue/s during the call.

Submitting feedback online via our website: [https://PlanSmart Solutions.com/compliments and-complaints/](https://PlanSmartSolutions.com/compliments and-complaints/)

We will handle a complaint in accordance with our Feedback and Complaints Management procedure. If our team are unable to resolve the complaint, it will be forwarded to senior management. If you are still not satisfied with our response, or you do not feel comfortable talking with us, you can contact the NDIS Quality and Safeguards Commission on 1800035544, or visit [www.ndiscommission.gov.au/about/complaints](http://www.ndiscommission.gov.au/about/complaints).

## ADVOCACY

If you would like support to give your feedback, we encourage you to seek support from family, a friend or an independent advocate. The Disability Advocacy Finder can help you find Independent advocacy services near you at <https://disabilityadvocacyfinder.dss.gov.au/disability/ndap/>

For more information about an independent advocate, visit:

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<https://www.ndiscommission.gov.au/participants/disability-advocacy> or alternatively you can call the NDIS Quality and Safeguards Commission on 1800 035 544.

Information about advocacy services is also available on our website.

We encourage any person to report incidents of unsafe or poor-quality services and supports. When we receive a report, we manage it according to the NDIS Quality and Safeguards Commission's Standards, Rules and Reportable Incidents Guidelines.

## TERMS AND CONDITIONS OF OUR SERVICES

Any advice given by PlanSmart Solutions Plan Managers, outside of plan management and financial intermediary services advice, shall be considered general in nature.

PlanSmart Solutions Plan Managers will not be liable for any failure of, or delay in the performance of, this Agreement for the period that such failure or delay is:

- Beyond the reasonable control of either party.
- Materially affects the performance of any of our obligations under this Agreement and could not reasonably have been foreseen or provided against (e.g., Government Acts prohibiting or impeding any party from performing its respective obligations under the Service Agreement contract; or prolonged lack of power supply).

Nothing in the PlanSmart Solutions Agreement negates or diminishes the statutory guarantees regarding the supply of services the Participant / Nominated Representative receives under Australian Consumer Law.

Consumer Act 2010, Schedule 2).

PlanSmart Solutions Plan Managers takes in good faith the Information provided by the Participant / Nominated Representative to be true and accurate, and that any claims presented to PlanSmart Solutions are a true reflection of goods and services provided to the participant in line with the NDIS guidelines (National Disability Insurance Scheme Act 2013).

You (and/or your Nominated Representative) agree that PlanSmart Solutions provides plan management services only and you will not hold us responsible for any loss or damage you suffer as a result of, or in connection with, the conduct of any other third party (including any NDIS registered or unregistered provider). You (and/or your Nominated Representative) agree that PlanSmart Solutions is not liable for any loss (including indirect, consequential, incidental, or special damages) you may suffer from a breach of this Agreement unless the breach involves fraud or wilful default by PlanSmart Solutions .

PlanSmart Solutions's aggregate liability under or in connection with this Agreement (whether in contract, negligence, for breach of statutory duty or otherwise) will not exceed the amount of fees paid for Plan Management services in the previous 12 months.

*An electronic version of this Agreement is available on our website. If you would prefer to complete the Agreement electronically, please visit: <https://PlanSmartSolutions.com>*

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