



The terms we use in this agreement

Please find below an explanation of the terms used in this Agreement.

Customer

The person for whom the Plan has been developed. (You, you, your)

NDIS/NDIA

NDIS stands for National Disability Insurance Scheme as established by the National Disability Insurance Scheme Act 2013 (Cth). The NDIA is the National Disability Insurance Agency, which runs the NDIS.

Our Services

Plan Management delivered by Plan Tracker.

Plan

Plan means the written NDIS Plan developed with you and on your behalf by the National Disability Insurance Agency or their delegate (for example, your local area coordinator).

Plan Management

The Plan Management Services delivered by Plan Tracker. The NDIS refer to this service as 'Choice and Control in your NDIS Plan'.

Plan Tracker

Plan Tracker Pty Ltd is a Registered NDIS Provider under the National Disability Insurance Scheme Act 2013 (Cth). In this Agreement, we are referred to as 'Plan Tracker'.

Service Providers

The services delivered to you by other unrelated service providers (i.e. service providers other than Plan Tracker, such as health service providers).

Start Date

The date you sign this Service Agreement. If you are completing this Service Agreement online, the Start Date is the date you submit the form online to us by ticking the 'I accept the terms of this Service Agreement' box .

General terms

Term 1: Agreement

This Service Agreement is between Plan Tracker and you, our customer.

Duration of Agreement

The Service Agreement commences on the Start Date and will continue until either you, or Plan Tracker, terminates it in accordance with this Service Agreement.

This Service Agreement describes each of our rights and responsibilities. It is important you understand that:

- Plan Tracker will provide Plan Management (as relevant and as engaged by you) according to the details recorded in the NDIS portal;
- The information that we provide in your dashboard and statements is based on what we can access from the NDIS as your plan manager. In particular circumstances it may not match the level of detail provided in your NDIS plan:
 - If you transition from another provider mid plan, we may only be able to access and have visibility over the remaining funds, while you can see the total plan, or
 - If your plan involves self or agency managed categories, our data provided may not show the full picture.
- There may be times when your NDIS Plan you receive (email or hard copy) does not match the NDIS portal. If there are any inconsistencies between the Plan and the NDIS portal, we will always provide the Services in accordance with the NDIS portal);
- Plan Tracker will verify the records in the NDIS portal and advise you by email or phone if they are different to the details in your Plan;
- Plan Tracker will seek payment for Our Services directly from the NDIA;
- Plan Tracker will automatically renew your Plan Management with Plan Tracker following each plan review. You will be notified of this renewal by email. If you do not want this Service Agreement to automatically renew, you may contact us at any time.
- If you notify Plan Tracker in writing within 30 days of Plan Tracker automatically renewing this Service Agreement, this Service Agreement will be terminated with immediate effect and you will be entitled to the fees charged by Plan Tracker for Our Services for the period following the automatic renewal.
- Plan Tracker charge for Our Services in line with the NDIS Pricing Arrangement and Price Limits, which may change from time to time in accordance with any changes made by the NDIS. The NDIS will automatically increase your support budget to cover any price increases. If you would like more information about pricing, Plan Tracker has a dedicated and useful tool to assist you which can be found here <https://tools.plantracker.com.au/ndis-price-guide-wizard.html>

Rights of Plan Tracker

You agree to:

- Plan Tracker contacting the NDIA and Service Providers, and collecting, using and disclosing your personal information (including sensitive information and health information) in the course of providing Our Services to you, as further described in Term 11 of this Service Agreement. Information may be collected over the phone, in writing (including by email or postal), face to face or digitally (through our website and video conferencing) and can be requested by you at any time.
- Plan Tracker making administrative arrangements to allow your Service Providers to be paid from your NDIS funds on your behalf;
- Plan Tracker accessing your Plan, including by way of the NDIS Portal, to provide you with the Plan Management Services you have chosen;
- Plan Tracker discussing your NDIS Plan with the NDIA and its delegates (such as local area coordinators);
- Where relevant to the Services provided by Plan Tracker, Plan Tracker discussing with Service Providers about services that have been, or will be, delivered by them to you, with your consent;
- Plan Tracker providing you with Plan Management in line with the terms set out in this Service Agreement; and
- Have your records reviewed by a third-party accreditation and legislative body, including the NDIS Quality and Safeguards Commission, if required for auditing. You may also be contacted by these parties to participate in an interview, if required. You may opt-out of an audit at any time by notifying Plan Tracker and/or the auditor as applicable.

Term 2: Responsibilities of Plan Tracker

During the term of this Service Agreement, Plan Tracker will:

- communicate with you openly and honestly in a timely manner;
- treat you with courtesy and respect;
- during the term of this Service Agreement:
 - provide Plan Management Services (as applicable and as engaged by you) that meet your needs and are in accordance with service descriptions as per the NDIS Pricing Arrangements and Price Limits, the amount funded by your Plan and in a manner consistent with all relevant laws, including the *National Disability Insurance Scheme Act 2013* (Cth) and rules, the *Privacy Act 1988* (Cth), and the Australian Consumer Law;
 - liaise with the NDIA about your Plan as and when necessary in order for Plan Tracker to provide Our Services to you;
 - liaise with Service Providers as and when necessary in order for Plan Tracker to provide Our Services to you;
 - keep accurate up-to-date records on the Services provided to you by Plan Tracker, and of all claims processed on your behalf;

- if requested, give you information about how Plan Tracker manages complaints and details of your termination rights under this Service Agreement;
- have systems in place to ensure, to the best of our abilities, that we remain open and are able to continue to provide services to you in the event of an emergency or disaster; and
- Will take appropriate steps to deal with any potential or actual conflict of interest when providing you with Our Services. If there is any potential or actual conflict of interest, Plan Tracker will advise you of such as soon as reasonably practicable.

Term 3: Termination and indemnity

You, or Plan Tracker, may terminate this Service Agreement at any time, for any reason by giving the other party 14 days prior notice as follows:

- Where Plan Tracker terminates the Services Agreement, by notice in writing to the details provided on the NDIS Portal.
- Where you or the Plan Nominee terminates the Services Agreement, either:
 - By notice in writing to Plan Tracker at hello@plantracker.com.au ; or
 - By phone on **1800 549 670** if written notice cannot be provided; or
 - By contacting Plan Tracker - Plan Management (as relevant).

You, or Plan Tracker, may terminate this Services Agreement immediately by notice in writing or by phone in the case of fraud or wilful misconduct by the other party.

You, Your nominee or the person who signs this agreement on Your behalf, agree to indemnify Plan Tracker, its related bodies corporate and any of its personnel (**those indemnified**), and will hold them harmless from and against, all actions, claims, charges, costs (including legal costs on a full indemnity basis), expenses, losses, damages and other liability (**Loss**) that those indemnified pays, suffers or incurs, directly or indirectly, as a result or in connection with:

- any unlawful, wilful or fraudulent act or omission of you or your nominee in connection with this Service Agreement.;
- any payment error; and
- any amount we are required to repay to the NDIA in respect of your Plan,

except to the extent that we cause or contribute to such Loss. For the avoidance of doubt:

- Plan Tracker will not be treated as having caused or contributed to loss:
 - due to an alleged conflict of interest involving the participant, their nominee or family and a provider; or
 - in circumstances where an invoice has been incorrectly or fraudulently submitted for payment by a Service Provider or You or Your nominee; or
 - where the NDIA has subsequently asked for monies to be repaid due to a change in your Plan or otherwise circumstances outside the control of Plan Tracker; and

- You will not be required to indemnify us where we make a payment error through no fault of your own.

In the event that this Service Agreement is terminated, Plan Tracker will promptly notify:

- the NDIA; and
- the Service Providers providing supports to you under your Plan,

that we will no longer be providing Plan Management for you following the termination of this Service Agreement and that we will only accept claims for payment up to the date of termination.

Term 4: Feedback, Complaints, Disputes and Incident Reporting

Plan Tracker welcomes your feedback and has a Feedback and Complaints Policy (available at www.plantracker.com.au/complaints-policy to ensure that your concerns are addressed.

You can give us feedback, make a complaint or ask for a copy of our Feedback & Complaints Policy by:

- Calling Plan Tracker on 1800 549 670
- Emailing hello@plantracker.com.au, or
- Submitting your feedback online at www.plantracker.com.au/complaints-policy

If your complaint or dispute is not resolved to your satisfaction or you do not feel comfortable talking with us, you can contact the NDIS Quality and Safeguards Commission on 1800 035 544 or visit www.ndiscommission.gov.au for further information.

If your complaint relates to privacy and you are dissatisfied with our handling of your complaint, you may contact the Office of the Australian Information Commissioner:

Office of the Australian Information Commissioner
GPO Box 5288, Sydney NSW 2001
Telephone: 1300 363 992
Email: enquiries@oaic.gov.au

If you would like support giving your feedback, we encourage you to seek support from family, a friend or an independent advocate. The Disability Advocacy Finder, (accessed via www.askizzy.org.au/disability-advocacy-finder) can help you find independent advocacy services near you.

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

All reports will be managed in accordance with the NDIS Quality and Safeguard Commission's (**NDIS Commission**) Reportable Incidents guidance. In line with NDIS Rules, a report will be submitted to the NDIS Commission of any incident that is deemed to come under the NDIS Commission's mandatory reporting requirements.

Term 5: Responsibilities of You or Your Nominee

You agree to:

- Inform Plan Tracker about how you wish for Plan Tracker to deliver Our Services to meet your needs. To the extent reasonably possible and provided it is not in breach of any Law and Plan Tracker's obligations to the NDIA, Plan Tracker will endeavour to deliver the Our Services in accordance with your instructions;
- Treat Plan Tracker, its staff and suppliers with courtesy and respect at all times;
- Discuss with Plan Tracker any concerns you may have to adhere to the agreed timeframes for the review and approval of submitted invoices;
- Notify Plan Tracker promptly if your Plan is suspended or replaced by a new Plan or you cease to be a participant in the NDIS;
- Provide Plan Tracker with a copy of any updated or revised Plan as soon as reasonably possible;
- Let Plan Tracker know if you suspend, change or intend to change your Service Providers; Plan Tracker providing documents electronically and emailing updates to you;
- Inform Plan Tracker if you do not wish to receive documents electronically or email updates; and
- Work cooperatively with Plan Tracker regarding issues arising during the development and delivery of Our Services covered by this Service Agreement.

Term 6: Managing your Budget

Plan Tracker agrees that:

- We will assist you with budgeting your Plan and provide you or your nominee with tools to assist with budgeting, including regular reporting on your spending via the Plan Tracker Dashboard and sending you emails showing an 'Overview of your NDIS Funds'. It remains your responsibility, as the NDIS participant/nominee, to ensure spending is within the budgets outlined in your Plan.
- If we receive an invoice that is unable to be claimed due to insufficient funds remaining in your Plan, we will inform both yourself and the Service Provider of the unsuccessful claim. In such cases, you will need to make alternative payment arrangements between yourself and the Service Provider for the outstanding invoice.

Term 7: Goods 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 National Disability Insurance Scheme Act 2013 (NDIS Act), in the Participant's NDIS 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

- Goods and services tax (GST) may be payable even if the Service Provider is not a registered service provider with the NDIA. The GST payable will be funded by your plan.

Term 8: – Changes to this Service Agreement

If changes to the supports or their delivery are required, the Parties agree to discuss and review this Service Agreement. The Parties agree that any changes to this Service Agreement will be in writing, signed, and dated by the Parties.

Term 9: Marketing and targeted advertising

You agree that:

- we may send you direct marketing with your consent, or where we are otherwise permitted by law; and
- You can contact us at any time to let us know you no longer wish to receive direct marketing material from us.

Term 10: Additional Terms

Plan Management Terms

These additional terms are only applicable if you sign up for Plan Management.

Plan Tracker will process payment on your behalf for Service Providers from your Plan, provided that:

- The support provider supplies a tax invoice that is aligned with the guidelines of the Australian Taxation Office (ATO) and the NDIS;
- The supports provided by the Service Providers and Plan Tracker satisfy the test for reasonable and necessary supports as defined by the NDIA;
- The supports are consistent with your current Plan and service agreements (with Plan Tracker and Service Providers) or with other instructions you have provided; and
- Claims for payment of the services with the NDIA are successful,
- Plan Tracker are unable to process claims for NDIS funded supports delivered by staff you directly employ. Such claims need to be submitted direct to the NDIA for processing and payment, unless the NDIA has provided approval in writing for a Plan Manager to process these claims.

Payment Criteria

If the Payment Criteria is not met, Plan Tracker will contact the Service Provider to advise what is required for the invoice to be processed. Until the matter is resolved by the Service Provider, Plan Tracker is unable to process the invoice and submit it for approval by the NDIA. This may include processing of payment for services provided by the other service providers. You will not be notified unless Plan Tracker cannot resolve the matter directly with the Service Provider or if there are insufficient funds in your account.

Term 11: Assignment

Plan Tracker may assign its rights and novate its rights and obligations under this Service Agreement at any time to a related body corporate (as that term is defined in the Corporations Act 2001 (Cth)) by giving you written notice.

As Our Services are personal to you, you may not transfer your rights and/or obligations under this Service Agreement except with our express written consent.

Term 12: Privacy and Confidentiality

Plan Tracker takes your privacy and confidentiality very seriously. We will only use or disclose confidential information about you in accordance with this Term and our obligations under the Privacy Act 1988 (Cth) and other applicable privacy and confidentiality laws.

The information that you provide in this Service Agreement is being collected by Plan Tracker (ABN 69 615 948 019):

- to allow us to assess your request for Plan Management services;
- if you are successfully registered for Plan Management services, to provide you with those services and administer our relationship with you; and
- for the other purposes described in this Services Agreement and in our Privacy Policy.

If you choose not to provide information that we request in this Service Agreement, we may be unable to register you for the Plan Management services you have requested.

When you become a Plan Tracker customer we will collect further personal information (including health information) about you in order to provide you with the Plan Management Services, and to administer our relationship with you and perform our other functions. We may also need to share information about you with (and collect information about you from) third parties, such as the NDIA and your Service Providers. Plan Tracker does not store or send personal information outside of Australia in the ordinary course of business.

For more information about the types of personal information (including health information) that we may collect and store about you when you become a Plan Tracker customer, and how we collect, use and disclose that personal information, please refer to our Privacy Policy. You can obtain a copy of our privacy policy by contacting our Customer Care Team or visiting our website (which can be found at www.plantracker.com.au/privacy-policy).

Our Privacy Policy contains further important information about:

- how we collect, hold, use and disclose personal information (including health information) of customers who use our Plan Management services;
- how we store and secure your personal information (including health information);
- how you may access and correct the personal information (including health information) that we hold about you; and
- how you can make a privacy complaint, and how we will deal with such complaint.

Plan Tracker is part of the McMillan Shakespeare Limited Group (MMS Group). Your personal information may be disclosed to other entities in the MMS Group, our agents, contractors and service providers (including our web and IT administrators, mail houses, advertising service providers and advisers).

Term 13: Governing law

This Service Agreement is governed by the law of Victoria and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria.