

Customer Service Agreement



Plan Tracker Pty Ltd

ABN 69 615 348 019

Terms we use in this agreement

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

Approved Persons

The group of individuals, service providers and/or companies who provide the funded services and supports referred to in your Plan from time-to-time.

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.

Plan Tracker

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

Customer

The person for whom the Plan has been developed.

Our Services

Plan Management delivered by Plan Tracker.

Plan Management

The Plan Management Services delivered by Plan Tracker. The NDIS refer to this service as 'Improved Life Choices' in your NDIS Plan.

PRODA

The online identity verification and authentication system that allows a person to securely access government online services known as the Provider Digital Access.

Service Providers

The services delivered by other service providers.

Start Date

The date you sign this Service Agreement. If you are filling out this Service Agreement online, the Start Date is the date you tick the 'I accept the terms of this Service Agreement' box when you submit the form online to us.

Authority to Obtain and Release Information

I authorise Plan Tracker, and all employees of Plan Tracker registered with PRODA, to act on my behalf to obtain and release information from the NDIA and its representatives for the purpose of providing Plan Tracker's plan management services. I authorise Plan Tracker and its employees to obtain and release information from the Approved Persons for the purpose of providing Plan Tracker's plan management services. This authority is in effect from the Start Date until the Service Agreement is terminated in accordance with Term 3. I am aware that I can amend or cancel this authority at any time.

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 Commencement 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:

- Your Plan may be different from the details recorded in the NDIS portal;
- Plan Tracker will provide Plan Management services according to the details recorded in 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 services with Plan Tracker following each plan review. If you do not want this Service Agreement to be an ongoing agreement, you may contact us at any time.

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 health information) in the course of providing Our Services to you. For more information about how we collect, use and disclose your personal information,

please refer to our Privacy Policy. We can provide you with a copy by contacting our Customer Care Team or visiting our website (which can be found at <https://www.plantracker.com.au/legal/privacy-policy>).

- 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 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);
- Plan Tracker discussing with service providers about Service Providers that have been, or will be, delivered by them, with your consent;
- Plan Tracker providing you with Plan Management in line with the terms set out in this Service Agreement;
- Plan Tracker automatically renewing your Plan Management following each plan review (unless you tell us not to); and
- Being interviewed and have your records reviewed by a third party accreditation and legislative body if required for auditing.

Term 2: Responsibilities of Plan Tracker

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

- protect your privacy and confidential information in accordance with Plan Tracker Privacy Policy (which can be found at <https://www.plantracker.com.au/legal/privacy-policy>.)
- communicate openly and honestly in a timely manner
- treat you with courtesy and respect
- consult you on decisions about how supports are provided
- review the provision of supports with you periodically or upon request
- provide Plan Management services that meet your needs and are in accordance with service descriptions as per the NDIS Price Guide, the amount funded by your plan and in a manner consistent with all relevant laws, including the National Disability Insurance Scheme Act 2013 and rules, and the Australian Consumer Law
- liaise with the NDIA about your plan when necessary
- keep accurate up-to-date records on the supports provided to you
- give you information about managing any complaints or disagreements and details of the Provider's cancellation policy (if relevant)
- listen to your feedback and resolve problems quickly give you the required notice if the Provider needs to end the Service Agreement (see 'Term 3: Termination' below for more information).

Term 3: Termination and indemnity for Fraud

You, or Plan Tracker, may terminate this Service Agreement at any time, for any reason. However, a minimum of seven (7) days prior notice of a termination must be given in writing or by phone if written notice cannot be provided by Plan Tracker to you. This notice period will be waived if the termination is the result of a serious breach of this Service Agreement by either Party, including, without limitation, any fraud committed by you or your nominee. To the extent that you or your nominee have committed any fraud in relation to this Service Agreement, you 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 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.

If you notify us that you want to terminate this Service Agreement 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 once the 7-day notice period is up. We will also notify them we will only accept claims for payment up to the end date of this Service Agreement.

Term 4: Feedback, complaints and disputes

Plan Tracker welcomes your feedback and has a complaint policy to ensure that your concerns are addressed. This feedback helps us to continually improve our level of customer service.

To give Plan Tracker feedback, you can contact us on 1800 549 670 or via email hello@plantracker.com.au or online at <https://www.plantracker.com.au/legal/complaints-policy/>. If you reside in Western Australia, contact the Health and Disability Services Complaints Office on 1800 813 583 or visit www.hadscow.wa.gov.au.

If your complaint or dispute is not resolved to your satisfaction you can contact the NDIS Quality and Safeguards Commission by calling 1800 035 544, visiting one of their offices in person, or visiting www.ndiscommission.gov.au for further information.

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 can help you find independent advocacy services near you (da.org.au).

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.

To protect our Participants and in line with NDIS guidelines, a report will be made to the Quality and Safeguards Commission on 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 the supports to be delivered to meet your needs.
- Treat Plan Tracker, its staff and suppliers with courtesy and respect.
- Discuss with Plan Tracker any concerns you may have to adhere to the agreed timeframes for the review and approval of submitted invoices.
- Give Plan Tracker the required notice (being a minimum of seven (7) days if you wish to terminate the Service Agreement (see 'Term 3: Termination' above for more information).
- Let Plan Tracker know immediately if your NDIS plan is suspended or replaced by a new NDIS plan or you stop being a Participant in the NDIS.

- Where possible, provide electronic invoices. (In order to provide an efficient service, Plan Tracker utilises automated invoice reading and therefore cannot accept handwritten invoices. Plan Tracker can provide a sample invoice layout in Microsoft Word, if required).
- Provide Plan Tracker with a copy of any updated or revised plan as soon as reasonably possible.

Term 6: Managing your Budget

Plan Tracker agrees that:

- We will assist you with budgeting and provide you or your nominee with tools to assist with budgeting, including regular reporting on your spending via the Plan Tracker app & our week-at-a-glance emails. However, as the NDIS participant/nominee, it is your responsibility to ensure spending is within the budgets outlined in your NDIS plan.
- If we receive an invoice that is unable to be claimed due to insufficient funding remaining in your NDIS plan, we will endeavour to inform both yourself and the provider of the unsuccessful claim. You will then need to make alternative payment arrangements between yourself and the 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 NDIS plan is expected to remain in effect during the period the supports are provided;
- you will immediately notify Plan Tracker if the NDIS Plan is replaced by a new plan or you stop being a Participant in the NDIS; and
- 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.

Term 8: Electronic Invoice Reading

In order to provide an efficient service, Plan Tracker utilises automated invoice reading. Plan Tracker can provide a sample invoice layout in Microsoft Word, if required.

Term 9: 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 10: Marketing

You agree that:

- You will receive direct marketing from us unless you request otherwise;
- You can contact us at any time to let us know you no longer wish to receive direct marketing material from us.

Term 11: Plan Management Terms

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 within the guidelines of the Australian Taxation Office (ATO) and the NDIS;
- 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.

Term 12: Governing Law

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

Plan Tracker can be contacted on:

Contact Name: Plan Tracker Customer Care Team

Phone: 1800 549 670

Email: hello@plantracker.com.au

Head Office PO Box 92, GOSFORD NSW 2250