

Yes, I would like Plan Partners to help with my NDIS Plan.

To register for Plan Management or Support Coordination with Plan Partners, simply fill out the details in each field and sign the last page, then return it to us by email at info@planpartners.com.au or send it to Plan Partners, Level 21/360 Elizabeth Street, Melbourne 3000.

If you have any questions about this form, please contact our team on 1300 333 700.

Customer Details (This is the NDIS Participant who will receive the services)

First Name:

Last Name:

Phone:

Mobile:

Email:

Date of Birth (dd/mm/yyyy):

Address:

Suburb:

State:

Postal Code:

NDIS Number:

If applicable, person responsible (or Plan nominee)

Someone other than the person listed above who is responsible for the Plan, or a Plan nominee who has the legal authority to make decisions on behalf of the person listed above.

First Name:

Last Name:

Phone:

Mobile:

Email:

Relationship to the Customer:

Address:

Suburb:

State:

Postal Code:

Plan Partners Service Options

Please nominate the Services you would like Plan Partners to provide you and specify the budget allocated for these Services in your NDIS Plan. After receiving this signed service agreement, Plan Partners will send you a welcome email or letter confirming the amount approved by the NDIS.

Yes, I would like Plan Partners to provide me with Plan Management.

The budget allocated to Improved Life Choices is \$

Yes, I would like Plan Partners to provide me with Support Coordination.

The budget allocated to Support Coordination is \$

Signing – Execution by Customer

I confirm I have read and understood the terms and conditions set in this Agreement.

Signature of Customer

First Name of Customer:

Date:

Signature:

And/or

Signature of Plan Nominee

First Name of Plan Nominee:

Date:

Signature:

Execution by responsible person (or Plan nominee)

I warrant that:

- I am responsible for the Plan;
- I have the legal authority and power to make decisions on behalf of the Customer; and
- I agree to the terms of this Agreement and am authorised to sign this Agreement on behalf of the Customer.

Authority to share information with the NDIS

When you register for Plan Management services, Plan Partners will be your Registered NDIS Provider under the *National Disability Insurance Scheme Act 2013 (Cth)* (**NDIS Act**).

In order to provide you with Our Services and perform our functions under the NDIS Act we need to be able to discuss your case with the National Disability Insurance Agency and their representatives. This includes obtaining information about you from the NDIA and their representatives, and providing them with information that we have about you.

By signing this Service Agreement, you authorise Plan Partners and our employees and contractors to obtain information about you (including health information) from, and disclose information about you (including health information) to, the NDIA and their representatives as relevant for Plan Partners to provide you with Our Services and perform our functions under the NDIS Act.

Authority to share information with other parties

You can use the table below if you wish to authorise Plan Partners and our employees and contractors to discuss your case with particular persons / organisations. For example, you may wish to authorise us to speak with specific members of your treatment or support team to help us provide you with Our Services.

By including the details of particular persons / organisations in this table, you authorise Plan Partners and our employees and contractors to obtain information about you (including health information) from, and disclose information about you (including health information) to, these persons / organisations as relevant for Plan Partners to provide you with Our Services.

Name of Person/Organisation	Relationship to Customer	Contact Details

How long does this authority remain valid?

This authority remains valid while you are receiving Plan Management and/or Support Coordination services from Plan Partners.

You can change or revoke this authority at any time. However, if you revoke your authority for Plan Partners to share information with a particular person and their company/organisation (except where Plan Partners is legally obliged to share information (e.g. with the NDIA), this may impact Plan Partners' ability to continue providing you with the Plan Management and/or Support Coordination services. If we are unable to continue providing you with the relevant Plan Management and/or Support Coordination services, we may terminate this agreement in accordance with Term 3.

Other types of information sharing

By entering into this Services Agreement you also agree that, in addition to the authority provided above, Plan Partners may also collect, hold, use and disclose information about you (including health information) in accordance with Term 11 of this Services Agreement, Plan Partners' Privacy Policy, which can be found here www.planpartners.com.au/privacy and as otherwise permitted under applicable privacy laws.

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 and/or Support Coordination Services (as applicable) delivered by Plan Partners.

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 Partners. The NDIS refer to this service as 'Improved Life Choices' or 'Choice and Control' in your NDIS Plan.

Plan Partners

Plan Management Partners 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 Partners'.

Service Providers

The services delivered to you by other unrelated service providers (i.e. service providers other than Plan Partners, 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.

Support Coordination

The Support Coordination Services delivered by Plan Partners. The NDIS refer to this service as 'Coordination of Supports' in your NDIS Plan.

General terms

Term 1: Agreement

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

Duration of Agreement

The Service Agreement commences on the Start Date and will continue until either you, or Plan Partners, 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 Partners will provide Plan Management and/or Support Coordination Services (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 Partners 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 Partners will seek payment for Our Services directly from the NDIA;
- Plan Partners will automatically renew your Plan Management and/or Support Coordination Services with Plan Partners 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 Partners in writing within 30 days of Plan Partners 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 Partners for Our Services for the period following the automatic renewal.
- Plan Partners 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 Partners has a dedicated and useful tool to assist you which can be found here www.planpartners.com.au/tools/ndis-price-guide.

Rights of Plan Partners

You agree to:

- Plan Partners 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 Partners making administrative arrangements to allow your Service Providers to be paid from your NDIS funds on your behalf;
- Plan Partners accessing your Plan, including by way of the NDIS Portal, to provide you with the Plan Management Services you have chosen;
- Plan Partners discussing your NDIS Plan with the NDIA and its delegates (such as local area coordinators);
- Where relevant to the Services provided by Plan Partners, Plan Partners discussing with Service Providers about services that have been, or will be, delivered by them to you, with your consent;
- Plan Partners providing you with Plan Management and/or Support Coordination Services 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 Partners and/or the auditor as applicable.

Term 2: Responsibilities of Plan Partners

During the term of this Service Agreement, Plan Partners 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 and/or Support Coordination 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 Partners to provide Our Services to you;
 - liaise with Service Providers as and when necessary in order for Plan Partners to provide Our Services to you;
 - keep accurate up-to-date records on the Services provided to you by Plan Partners, and of all claims processed on your behalf;
 - if requested, give you information about how Plan Partners 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 Partners will advise you of such as soon as reasonably practicable.

Term 3: Termination and indemnity

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

- Where Plan Partners 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 Partners at info@planpartners.com.au; or
 - By phone on **1300 333 700** if written notice cannot be provided; or
 - By contacting Plan Partners - Plan Management or Support Coordination (as relevant).

You, or Plan Partners, 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 Partners, 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 Partners 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 Partners; 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 Partners 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 and/or Support Coordination 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 Partners welcomes your feedback and has a Feedback and Complaints Policy (available at www.planpartners.com.au/feedback-and-complaints 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 Partners on 1300 333 700
- Emailing info@planpartners.com.au, or
- Submitting your feedback online at www.planpartners.com.au/contact-us

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

Term 6: Managing your Budget

Plan Partners 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 Partners 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 Partners 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 Partners 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 Partners and Service Providers) or with other instructions you have provided; and
- Claims for payment of the services with the NDIA are successful,
- Plan Partners 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 Partners 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 Partners 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 Partners cannot resolve the matter directly with the Service Provider or if there are insufficient funds in your account.

Support Coordination Terms

These additional terms are only applicable if you sign up for Support Coordination.

- If your Plan is self-managed or plan managed by another party, Plan Partners will send a tax invoice for services provided by it within 30 days of service delivery.
- Support Coordination support hours are charged at the rate set by the NDIS Pricing Arrangements and Price Limits, and in 15-minute increments.
- Support hours may include, but are not limited to, communication (phone, email, audio-visual means, in person) with you directly or indirectly on your behalf with third parties, research, scheduling, case noting and report writing.
- Travel by the Plan Partners team may be included in the hours of support provided to you and funded by your Plan.
- Plan Partners agrees to:
 - consult you on decisions and how supports are provided; and
 - review the provision of supports with you periodically or upon request.

Term 11: Assignment

- Plan Partners 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 Partners 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 Management Partners Pty Ltd trading as Plan Partners (ABN 54 609 868 993):

- to allow us to assess your request for Plan Management or Support Coordination services;
- if you are successfully registered for Plan Management or Support Coordination 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 or Support Coordination services you have requested.

When you become a Plan Partners customer we will collect further personal information (including health information) about you in order to provide you with the Plan Management or Support Coordination 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 Partners 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 Partners 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.planpartners.com.au/privacy).

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 or Support Coordination 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 Partners 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.