



PLAN HERO SERVICE AGREEMENT

This document is an Agreement that relates to the provision of supports that the **National Disability Insurance Scheme (NDIS)** has agreed to pay for, as well as any additional NDIS-like supports not funded by the NDIS.

PARTIES

This **Service Agreement** (“Agreement”, including the Welcome letter is made between **“You” the Participant** / Participant’s representative (if involved) and (Plan Hero Pty Ltd - ABN 43641197659) **“Plan Hero” the Provider**.

Welcome Letter

We will send you confirmation as soon as we have accepted your application to receive our services. This is your **Welcome Letter** and will include a copy of this Service Agreement.

Start Date

The date on which you sign this agreement. If you are filling out this form online, ‘signing’ means ticking the ‘I accept the terms of this agreement’ box and submitting the form to us.

End Date

The Service Agreement will operate for the duration of time Plan Hero provides plan management or self- 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 Plan Hero provides the other party with 28 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 Letter 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 is made for the purpose of providing support to you under your NDIS plan. You and **Plan Hero** both agree that this Agreement is consistent with the aims and policies of the NDIS, especially the aim to give Participants more choice about what support they need to achieve their goals and take part in the community.

SUPPORTS PLAN HERO WILL PROVIDE THE PARTICIPANT

Plan Hero agrees to provide you with supports in line with your NDIS plan, as set out in the NDIS price guide. All prices are GST inclusive (if applicable) and include the cost of providing the supports.

We agree to provide general plan management services including:

- 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;
- Provide Monthly statements that show you how funds are being used and remaining available funding
- Access to our Plan Hero team to assist with questions relating to your Plan and our services

Any additional NDIS-like supports you wish Plan Hero to provide that are not funded in your NDIS plan will be your responsibility to pay.

PLAN HERO'S RESPONSIBILITIES

Plan Hero agrees to:

- a. Keep accurate and up-to-date records of all claims processed on your behalf
- b. provide you with the supports we have agreed to provide, at the agreed time, and in a manner consistent with all relevant laws, including the *National Disability Insurance Scheme Act 2013* and rules, and the Australian Consumer Law;
- c. treat you politely and with respect and involve you in all decisions about how supports are provided;
- d. ensure our support staff are qualified and skilled in providing the supports you need;

- e. Process only those claims for Other Support Services that are consistent with your Plan and with the service agreements you have told us about or with other instructions you have provided;
- f. Provide access to information about amounts claimed and your remaining balances for Our Services and Other Support Services;
- g. Make contact with the NDIA about your Plan when necessary; and
- h. listen to your feedback on how well we are doing so we can resolve problems quickly and continually improve the services provided to you;
- i. 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.
- j. protect your privacy and make sure your personal information is safe and secure;

Note: We will clearly explain to you how we do this and will ask you for your consent to share your information (there may be times we are legally required to do this)

CUSTOMER RESPONSIBILITIES

When you sign this Service Agreement, it means that you agree to do the following things:

- a. let **Plan Hero** know about the supports you need and how you want to receive them;
- b. provide **Plan Hero** with a copy of your NDIS plan so we can understand your goals and support needs and make plans to provide those supports and utilise funding appropriately;
- c. tell us **immediately** if your NDIS plan changes or if you stop using the NDIS;
- d. be polite and respectful to **Plan Hero** staff;
- e. talk to us if you are unhappy with any part of our support services, or our support staff, as soon as you can;
- f. tell us if you change your contact details, like your phone number or address, as soon as possible;
- h. pay **Plan Hero** invoices within 14 days if you are self-managing funding for supports, and
- i. give us 28 days' notice if you no longer want **Plan Hero** to provide you with support, or if you wish to change or end our Service Agreement.

PAYMENTS

Plan Hero will seek payment for the plan management services we have provided to you directly from the NDIS, as of the start date.

Should the NDIA amend any rates associated with Plan Hero's services, Plan Hero will automatically update its fees in accordance with the NDIS Price Guide.

No action will be required by you.

CHANGES TO THIS SERVICE AGREEMENT

If significant changes to the supports we provide are required, the parties agree to discuss the changes and review the Schedule of Supports and if necessary, amend this Service Agreement. However, if changes are made to the Schedule of Supports that have an impact on the budget or service delivery arrangements, a change to this Service Agreement may be required. The parties agree that any changes to this Service Agreement will be in writing, signed, and dated by the parties.

ENDING THIS SERVICE AGREEMENT

Should either party wish to end this Service Agreement they must give the other party one month's (or 28 days) notice.

Plan Hero reserves the right to terminate or withdraw supports under the following conditions:

- a. Plan Hero has determined that a Participant or Provider has engaged in fraudulent misconduct
- b. You have not paid the Service Payment and do not pay these amounts within 60 days of receiving an overdue notice;
- c. You cease to be a Participant in the NDIS;
- d. If we are unable to continue to support you without serious risk of harm to yourself, other people or staff or a breach of our workplace health and safety obligations.

AUDITS UNDER THE NDIS COMMISSION

As part of the requirements of the NDIS Practice Standards and continued registration, we must undertake an external audit periodically. As part of this audit, your views on our services are valued and important. Unless you opt-out, you will automatically be included in the audit process for **Plan Hero**.

FEEDBACK, COMPLAINTS & DISPUTES

Plan Hero encourages you to give us feedback on any aspect of the support we provide. We would like you to let us know if you are happy with our support or unhappy.

If you wish to give us **feedback or make a complaint**, you can contact the **Customer Service Officer** by email, telephone, writing a letter or making a time to meet in person.

Telephone: 1300 699 770

Email: info@planhero.com.au

If you are not satisfied with our response you can **request a meeting** to discuss the matter further with the Director or their delegate on the details above.

If you are still not satisfied with the outcome of this process, you can contact the National Disability Insurance Agency by phone or visit their website for further information.

Telephone: 1800 800 110

Website: www.ndis.gov.au

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 your 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, and
- You or your representative will immediately notify **Plan Hero** if your NDIS plan is replaced by a new plan or you stop being a participant in the NDIS.

CLIENT CONSENT FORM

Provider Declaration

Disclosure of your personal information to Plan Hero places Plan Hero in a position of trust and as such we seek to protect and uphold the privacy of individuals in accordance with the APPs. Generally, we only use or disclose personal information about you for the purposes for which it was collected (as set out above). We may disclose personal information about you to:

- our related entities and other organisations with whom we have affiliations so that those organisations may provide you with information about services and various promotions;
- other Plan Hero users where you both expressly consent to this disclosure and to connect with one another; and
- to third parties as otherwise permitted or required by law.
- Software used to assist with Plan management and Self-management services, including, but not limited to, Lumary PM, Salesforce and LanternPay.

In all other situations, we will only disclose your personal information with your consent or where relevant, the consent of a person that can provide consent on your behalf under the Privacy Act. Notwithstanding the above, as a Plan Hero client you have the right to withdraw consent to disclose your personal information at any time by contacting us at the details below.

Plan Hero will work closely with other agencies to coordinate the best support for you. We need your consent to share your information, except when:

- we are obliged by law to disclose your information regardless of consent or otherwise
- it is unreasonable or impracticable to gain consent or consent has been refused; and
- the disclosure is reasonably necessary to prevent or lessen a serious threat to the life, health or safety of a person or group of people.

Client Declaration

I acknowledge that Plan Hero has advised me of the following:

- Plan Hero's *Privacy and Confidentiality Policy and Procedure*;
- my right to access my personal information; and
- my right to withdraw my consent at any time.

Client Consent

I give consent for Plan Hero to:

- collect the information, including audio and visual records, needed to provide me services;
- store information about me;
- allow staff, who need my information to provide services to me, access to information about me;
- share my information **except** with the people and/or organisations listed below.

Parties Excluded from Information Sharing

Please email us directly at hello@planhero.com.au the parties you wish to exclude from information sharing

13. DEFINITION OF TERMS

This is what we mean by the following terms:

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| NDIS | The National Disability Insurance Scheme is a new way of providing support for people with disability, their families and carers in Australia. The NDIS provides funding to Participants to purchase a range of supports aimed at increasing their independence, inclusion, and social and economic participation. |
| NDIA | The National Disability Insurance Agency is the government agency that administers or manages the NDIS. |
| Participant (or NDIS participant) | A Participant is a person who has been assessed by the NDIA as being eligible for the NDIS and is then registered as a NDIS Participant. For this purposes of this Agreement, the Participant has an approved NDIS plan for which funding has been allocated to purchase 'reasonable and necessary' supports. |
| NDIS Plan | The NDIS Plan is an approved plan agreed to between the NDIA and the Participant. It specifies the 'reasonable and necessary' supports that the NDIA has agreed to pay for and the budget that has been allocated for those supports. It also specifies the Participant's Goals for the things they most want to change or achieve in their Plan. |
| Plan Nominee | A Plan nominee is a person (friend, carer, family member, who can manage the Participant's funding for their NDIS supports and help them make other decisions. A Plan Nominee can be the participant's representative and enter into the Agreement for you. |
| Plan Management Provider | The Plan Management Provider is an authorised person or entity responsible for managing the Participant's funding for NDIS supports. They must be registered with the NDIA as the Participant's Plan Management Provider. They can also be a participant's representative. |