

# Service Agreement

**Dear Participant**

Address .....

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This service agreement outlines and formalizes the arrangement between you and PlanSmart Pro for the provision of NDIS plan management services. It specifies the roles, responsibilities, terms, and conditions we have mutually agreed upon to ensure clarity, transparency, and effective support in managing your NDIS funding.



**PlanSmart Pro**



+61 400 105 940

[www.plansmartpro.com.au](http://www.plansmartpro.com.au)

[info@plansmartpro.com.au](mailto:info@plansmartpro.com.au)

119 / 1510 Pascoe Vale Road, Coolaroo 3048



**YES! I would like PlanSmart Pro to Plan Manage my NDIS Plan.**

To sign up with PlanSmart Pro, please complete the participant details below, sign the last page, and return by email to: [info@plansmartpro.com.au](mailto:info@plansmartpro.com.au) Or visit: [www.plansmartpro.com.au](http://www.plansmartpro.com.au) to register online.

If you have any questions about this form, contact our team at [info@plansmartpro.com.au](mailto:info@plansmartpro.com.au)

THIS AGREEMENT is dated \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ between:  
NDIS Registered Service Provider PlanSmart Pro and Participant

This is the NDIS Participant who will receive the services (see Schedule for more detail)

First Name

Last Name

## AGREEMENT

In consideration of NDIS paying PlanSmart Pro the applicable fees under the current NDIS Pricing Arrangements, PlanSmart Pro agrees to provide the Participant with Plan Management services as outlined in this Agreement until it is terminated.

This Agreement is made for the purpose of providing Plan Management supports to the Participant under their NDIS Plan, in accordance with the NDIS Act 2013.

The Parties agree that this Agreement is made in the context of the NDIS, which aims to:

- Support the independence and social and economic participation of people with disability, and
- Enable people with disability to exercise choice and control in pursuit of their goals and the planning and delivery of their supports.

The Participant acknowledges that PlanSmart Pro may engage employees or subcontractors to assist in delivering the services under this Agreement.

## PlanSmart Pro Responsibilities

### A. Financial Administration (Plan Management under Improved Life Choices):

PlanSmart Pro is funded under the “Improved Life Choices” support category to provide Plan Management services. We process payments for all eligible supports funded in the participant’s NDIS plan – including Assistance with Daily Life, Social and Community Participation, Improved Daily Living, and other categories – provided they align with NDIS guidelines and are delivered by compliant providers. We do not determine what is reasonable and necessary, but we ensure all valid invoices and reimbursement claims are processed accurately and promptly, in accordance with NDIS requirements.

### B. Budget Tracking and Reporting:

We monitor and track the participant’s budget across all funded categories and provide real-time updates on spending and available balances. Monthly statements are available on request, and our team is available to help participants and their nominated representatives understand how their NDIS funds are being used, ensuring transparency and clarity.

### C. Communication, Privacy, and Compliance with NDIS Incident Rules:

PlanSmart Pro is committed to open, respectful, and timely communication with all participants and their representatives. We strictly follow the Privacy Act 1988 and our internal privacy policy to protect participant information. In line with the NDIS (Incident Management and Reportable Incidents) Rules 2018, we monitor, record, and respond to any incidents affecting participant safety or wellbeing. We ensure all reportable incidents are escalated appropriately and, where relevant, involve participants or their representatives in resolution processes. Our Feedback, Complaints, and Incident Management Policies are available upon request.

## Responsibilities of the Participant, Parent, Guardian or Authorised Representative

To ensure effective and compliant plan management, the Participant and/or their Parent, Guardian, or Authorised Representative agrees to the following:

#### A. Provide Accurate and Timely Information:

Share accurate personal, plan, and support information with PlanSmart Pro, including the most recent NDIS plan, any updates, and relevant details necessary for effective service delivery.

#### b. Notify of Plan Changes:

Promptly inform PlanSmart Pro if the NDIS Plan is changed, suspended, reviewed, or replaced — or if the Participant ceases to be eligible for NDIS funding.

#### c. Invoice and Service Monitoring:

Ensure that the services and products received are aligned with NDIS goals and are considered reasonable and necessary. Confirm that invoices submitted by providers accurately reflect services delivered. If there is an overclaim, it is the Participant's responsibility to communicate with the provider.

#### d. Maintain Budget Awareness:

Take reasonable steps to track plan usage and understand remaining budgets. Participants are encouraged to use the PlanSmart Pro reports and request assistance when needed. Overspending of funds is the Participant's responsibility.

#### e. Approve Invoices Where Required:

Approve provider invoices prior to payment if required. This ensures transparency and confirms that services were delivered as agreed. PlanSmart Pro may seek explicit approval before processing invoices in certain circumstances.

#### f. Use NDIS Funds Appropriately:

Only use NDIS funding for supports that are approved under the NDIS and directly relate to the Participant's disability. Services or items not covered by the NDIS may not be paid by PlanSmart Pro. Any non-claimable invoices will be flagged and returned.

#### g. Reimbursement Claims:

When requesting a reimbursement, provide all required documentation including:

- A copy of the valid invoice and receipt,
- Proof of payment, and
- Bank account details for refunding (if applicable).

Participants are responsible for the accuracy of the information provided.

#### h. Engage Directly with Providers:

Enter into separate service agreements with support providers and resolve any disputes or issues directly with them. PlanSmart Pro is not responsible for managing provider performance or complaints related to service delivery.

#### i. Treat Staff Respectfully:

Maintain courteous and respectful communication with PlanSmart Pro team members at all times.

#### j. Appointments & Contact:

Book appointments in advance for detailed discussions or support. General enquiries can be made via email or phone.

#### k. Authorise Necessary Communications:

Consent to PlanSmart Pro communicating with the NDIA, Local Area Coordinators, support coordinators, and providers as needed to manage funding and claims.

#### l. Audit Cooperation:

In the event of an NDIS audit or compliance check, cooperate with PlanSmart Pro and provide necessary documentation if requested.

#### m. Responsibility for Overdrawn Funds:

If NDIS funding is exhausted, the Participant is responsible for paying outstanding invoices or negotiating directly with the provider. PlanSmart Pro will not pay providers using its own funds.

#### n. Review Reports and Statements:

Regularly review financial statements provided by PlanSmart Pro and contact the team if discrepancies or concerns are found.

#### o. Keep Records Up to Date:

Ensure that contact details, representative information, and banking details (for reimbursements) are kept up to date.

### 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 Pro ' Privacy and Dignity policy (see our website Plansmart Pro .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
- Participant's plan to other disability support providers in order for them to provide appropriate services.
- Where Plansmart Pro 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 Pro 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.

## PAYMENT FOR OUR SERVICES

Plansmart Pro 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 Plansmart Pro Plan Managers. Alternatively, verbal notice can be provided (if written notice cannot be provided by the Participant / Nominated Representative).

## 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://Plansmartpro.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: [www.plansmartpro.com.au](http://www.plansmartpro.com.au)

<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 Pro Plan Managers, outside of plan management and financial intermediary services advice, shall be considered general in nature. Plansmart Pro 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 Pro 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 Pro 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 Pro 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 Pro 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 Pro 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 Pro .

Plansmart Pro'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: [www.plansmartpro.com.au](http://www.plansmartpro.com.au)*

## SCHEDULE

(\*) denotes mandatory fields

### PARTICIPANT DETAILS - THIS IS THE PERSON RECEIVING THE NDIS FUNDING

**Name(s)\***

**Last Name\***

**Address\***

<input type="text" value="Street"/>		
<input type="text" value="Suburb"/>	<input type="text" value="State"/>	<input type="text" value="Postcode"/>

**NDIS Reference Number\***

**Date of Birth\***

**Mobile Number\***

**Landline**

**Email\***

**Plan Period\***

This service agreement will automatically renew. I understand this Agreement will cover all plans going forward, starting from:  
\_\_\_\_//\_\_\_\_//\_\_\_\_

(\*) denotes mandatory fields

### PARENT OR GUARDIAN OR AUTHORISED REPRESENTATIVE DETAILS

**Relationship to  
Participant**

**Full Name**

**Address**

**Mobile Number**

**Email**

*At any stage you may add to the above contacts by completing a Consent to Share form and providing to Plansmart Pro via email to [info@plansmartpro.com.au](mailto:info@plansmartpro.com.au)*

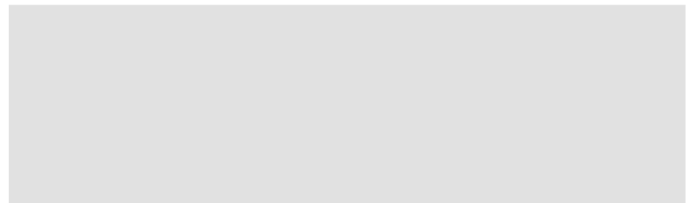
NDIS registered providers are required to be audited against the NDIS Practice Standards as part of the NDIS Quality and Safeguarding Framework. Clients of *Plansmart Pro* are automatically enrolled in the audit processes and may be contacted by the (*Plansmart Pro*) audit team for interviews and/or have their files reviewed to ensure *Plansmart Pro* 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**

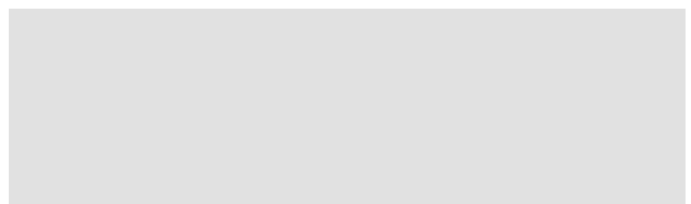
☐ **I declare that I have read and that I am approved to accept the terms and conditions of this Service Agreement:**

#### **SIGNED BY THE PARTICIPANT**



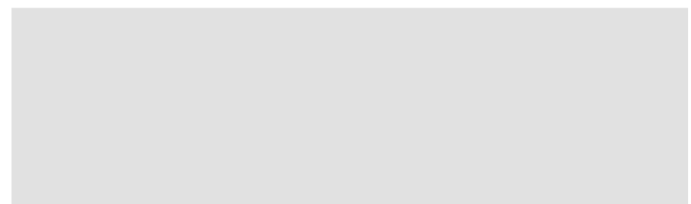
Signature of the Participant (any person over the age of 18)  
I am the Participant responsible for my own plan

#### **SIGNED BY THE PARTICIPANTS PARENT OR GUARDIAN OR AUTHORISED REPRESENTATIVE**



Signature of Participant's Parent, Guardian or Authorised  
Person (any person over the age of 18 who is not the  
Participant)

#### **SIGNED BY PLANSMART PRO**



**Date**

