

## WHO WE ARE

Thank you for choosing First2Care as your Plan Manager. First2Care's purpose is to help you get the most out of your NDIS Plan through our high-quality Plan Management administration services and our optional capacity building and Plan Management PLUS services.

First2Care believes that every individual's goals and needs are unique, which means your Plan management services need to be flexible to your needs so that they help you achieve your goals. Our team works hard to provide services that truly support your life journey.

At First2Care, we seek to facilitate your independence and foster your capacity to thrive via your NDIS Plan. Let us help you navigate the NDIS and take care of your payments, while you focus on living your life to the fullest.

## SUPPORT IN YOUR LANGUAGE

We want to make sure you are positively informed in your first language about our Plan management services. You can talk to us in your language using the TIS National interpreter service by phoning 131450. If you are hearing impaired or have difficulty with your speech, you can contact us through the national relay service using your preferred communication type. For information or help you can contact the NRS helpdesk on [infrastructure.gov.au/media-communications-arts/phone/services-people-disability/accesshub/national-relay-service/contact-nrs-helpdesk](https://infrastructure.gov.au/media-communications-arts/phone/services-people-disability/accesshub/national-relay-service/contact-nrs-helpdesk).

## DEFINED TERMS

Unless the context requires otherwise, the following terms have the meaning ascribed to them.

<b>Agreement:</b>	Means this First2Care Service Agreement.
<b>Commencement Date:</b>	Means the earliest date on which you appoint First2Care as your Plan Manager for your first plan with First2Care. You may appoint First2Care verbally, by conduct, i.e., by requesting that we do something consistent with your acceptance of this Agreement, or by signing this Agreement.
<b>Client / you / your:</b>	Means you the NDIS participant, or you the Plan nominee of a participant, or you as any other authorised representative who is appointed to assist the participant with accessing First2Care's services
<b>First2Care / our / we / us:</b>	Means First2Care, the trading name of Support Management Solutions Pty Ltd (ABN 24 601 046 155) having NDIS Provider Registration No. 4050003364
<b>Party / Parties:</b>	Means a party to this Agreement or the parties to this Agreement being you and us.
<b>Plan:</b>	Means, as the context requires, an NDIS plan, or alternatively, the specific written agreement between the NDIS and you, which details your needs, goals, and budgetary requirements for a prescribed period.

Unless the context requires otherwise, where a term is used in this Agreement and is not defined above, and the term is defined in NDIS legislation, the term has the meaning given to it in the legislation.

## PLAN MANAGEMENT

The NDIS provides basic funding to deliver plan management administration services. This is delivered by funding specifically allocated for your Plan manager under Category 14 - Improved Life Choices. You must have this funding in your Plan to be Plan managed.

First2Care offers administrative Plan management via your Category 14 funding and by entering into this Agreement you are appointing First2Care as your Plan manager.

Our services are Plan setup, establishment meetings, and monthly financial administration to pay your service providers in a timely and accurate manner in accordance with your Plan. We provide a monthly statement recording the financial activity in your Plan.

### Plan Management Support Items

Support Item *	Description
14_033_0127_8_3	Plan Management and Financial Capacity Building - Set Up Costs
14_034_0127_8_3	Plan Management - Financial Administration - Monthly Fee

## PLAN MANAGEMENT PLUS & CAPACITY BUILDING SERVICES

The NDIA acknowledges that for Plan managers like First2Care, paying the bills is just part of what we do. The NDIS offers funding for us to assist you in navigating the NDIS and achieving your Plan goals.

Under this agreement you can request that you are supported by a dedicated First2Care specialist on a regular monthly basis and/or as and when you require this type of support.

First2Care recommends these additional services provided through our **Plan Management PLUS** supports where you will receive services and benefits beyond basic administrative Plan management so we can better serve you, your providers, and Support Coordinator to make everyone's life so much easier.











You can subscribe to and unsubscribe from these supports at any time by contacting the support team at [support@first2care.com.au](mailto:support@first2care.com.au) or by telephone on 1300 322 273.

### Plan Management PLUS Support Items

Support Item *	Description
01_134_0117_8_1	Capacity Building and Training in Self-Management and Plan Management This support item assists you to strengthen your abilities to self-manage your funds and supports you to build capacity to undertake all aspects of plan administration and management. This includes building organisational skills; engaging providers; enhancing your ability to direct your supports; developing service agreements; building financial skills; maintaining records; paying providers; and claiming payments from the NDIA
15_035_0106_1_3	Assistance With Decision Making, Daily Planning and Budgeting Provision of time limited support to assist a person to develop and maintain daily budget, including assisting in planning purchases.

\* Current pricing arrangements can be found on the NDIS website.

## Plan Management PLUS Comparison

 <b>Plan Management</b>	<b>Plan Management</b> <b>PLUS</b>
<ul style="list-style-type: none"> <li>✓ Making Claims and Paying Providers</li> <li>✓ Monitoring Budgets and Over/Under Spending</li> <li>✓ Providing Monthly Statement with Budget Tracking</li> <li>✓ Assistance Utilising Funds</li> </ul> <hr/> <ul style="list-style-type: none"> <li> Support Desk</li> <li> Establishment Meetings and Understanding your Goals</li> <li> Portal Access to your Invoices and Budget Tracking</li> <li> Newsletters for Education &amp; Guidance</li> <li> NDIS Compliance Audit Support</li> <li> Administration Engagement with your Providers</li> </ul>	<ul style="list-style-type: none"> <li> Includes all First2Care Plan Management activities and secures 30-minutes of Personalised Support per month</li> </ul> <hr/> <ul style="list-style-type: none"> <li> 30-minutes can include a combination of the following Supports</li> </ul> <hr/> <ul style="list-style-type: none"> <li>✓ Direct-Line to your Dedicated First2Care Specialist</li> <li>✓ Navigating the NDIS Operational Guidelines</li> <li>✓ Education &amp; Guidance for your Provider Service Agreements</li> <li>✓ Plan Utilisation &amp; Budget Advice on your Monthly Statement</li> <li>✓ 'Reasonable &amp; Necessary' Education &amp; Guidance</li> <li>✓ Navigating the NDIS Pricing Arrangements &amp; Price Limits</li> <li>✓ In-Depth Engagement with your Support Coordinator</li> </ul> <hr/> <ul style="list-style-type: none"> <li> Additional 30-minute increments can be requested</li> </ul>

## PLAN CONTINUATIONS

Should the NDIA extend your Plan, First2Care will diligently attend to the tasks in giving effect to the Plan extension and, with your consent, claim the time involved from the Plan Management PLUS Support Items.

## PLAN TRANSFERS

Should you be transitioning to us from another Plan manager who has claimed setup fees and monthly fees for a certain period during which First2Care will commence providing services to you, First2Care will diligently attend to the tasks in giving effect to the plan transfer and, with your consent, claim the time involved from the Plan Management PLUS Support Items.

## FIRST2CARE'S COMMITMENT TO YOU

At First2Care your satisfaction is our priority.

First2Care commits to provide the plan management services you've entrusted to us to in this Agreement. Specifically, we are committed to:

- Working with your service providers and ensuring their invoices are paid promptly and accurately.
- Managing the payment process for the supports outlined in the plan-managed categories of your NDIS Plan.
- Transparency by keeping you informed about any tasks necessary to ensure payments are submitted accurately and paid punctually.
- Alerting you to any risks linked with payments for supports and services that may not comply with NDIS regulations, including payments that may not align with the 'reasonable and necessary' criterion as stipulated in the NDIS Act 2013.
- Maintaining precise and comprehensive records of the supports and associated costs within your Plan and provide a monthly activity statement.

- Communicating with honesty, respect, and transparency, ensuring all interactions are timely and courteous.
- Actively listening to your needs, understanding your preferences, and aligning our services to facilitate your goals.
- Engaging you in the decision-making process about how our services are delivered to you, valuing your preferences and choices.
- Addressing any concerns promptly and efficiently, ensuring your voice is heard and your issues are resolved should a complaint arise.
- Guarding your privacy and that of your nominee or guardian, while ensuring all your information remains secure and confidential.
- Delivering our services in accordance with all relevant legislation, including the NDIS Act 2013, its rules, the NDIS Quality and Safeguards Commission, and the Australian Consumer Law.
- Providing our services whilst the NDIS has made funds available in your Plan to remunerate us for our services.

## **YOUR COMMITMENTS TO FIRST2CARE**

As a valued client, you agree to:

- Share your preferences, needs, and goals with us, and specify how you'd like our services to be delivered, enabling us to serve you better.
- Communicate openly and promptly about any issues or concerns you may have with our services. This will allow us to address and resolve your concerns in a timely and respectful manner.
- Treat all First2Care staff members with courtesy and respect, fostering a positive and collaborative environment.
- Provide First2Care with the necessary notice if you decide to terminate this Agreement. Please refer to the 'Commencement and Ending of this Agreement' section below for more details.
- Alert us immediately if there are any changes to your Plan, such as suspension, replacement with a new Plan, or if you cease to be a NDIS participant.
- Make payments to First2Care from your Plan for services authorised by you that First2Care have provided.

Each of us honouring the above commitments will ensure you receive the best possible Plan management services.

## **MODIFICATIONS TO THIS AGREEMENT**

Any agreed modifications to this Agreement shall be in writing and signed by the parties.

## COMMENCEMENT AND ENDING OF THIS AGREEMENT

This Agreement continues in effect from the Commencement Date for the duration of the current and all future Plans until the Agreement is terminated as follows:

- a) Either party may terminate this Agreement by written notice to the other party. This Agreement is terminated one month after the date of the notice of termination being given.
- b) Notwithstanding para (a) above, where a party has committed a material breach of this Agreement, this Agreement is terminated with immediate effect upon the non-breaching party providing written notice to the breaching party of the termination of this Agreement.
- c) This Agreement also terminates on the date you cease to be a participant under the NDIS, or no longer have plan managed funding in your Plan.

Our obligations under this Agreement cease on the date of termination. Invoices received for services dated after the date of termination of this agreement are not covered by this Agreement and we are unable to submit them to the NDIS for payment.

## PRIVACY POLICY

First2Care's Privacy Policy is accessible via our website at [first2care.com.au/privacy-policy](https://first2care.com.au/privacy-policy) and is incorporated by reference as if fully set out in this Agreement. You can request a copy of our Privacy Policy at any time by contacting our support team.

## GOODS AND SERVICES TAX

For the purposes of compliance with relevant GST legislation, the parties agree that a supply of supports under this 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 NDIS Act 2013, in the Client's NDIS Plan currently in effect under section 37 of the NDIS Act.

## FEEDBACK AND COMPLAINTS

We value and encourage your feedback as an opportunity to constantly improve our Plan management services. If you wish to provide feedback, please contact the support team at [support@first2care.com.au](mailto:support@first2care.com.au) or telephone on 1300 322 273.

If you wish to lodge a complaint, complaint forms are available on the First2Care website at [first2care.com.au/complaints](https://first2care.com.au/complaints) with the option to lodge a complaint anonymously. Where you have identified yourself, we will promptly engage with you to resolve the complaint to your satisfaction.

If you are not satisfied with the resolution of a complaint, please refer the complaint to the NDIS Quality and Safeguards Commission by telephone on 1800 035 544, or lodge the complaint via online forms available at [ndiscommission.gov.au](https://ndiscommission.gov.au)



## HOW TO CONTACT US

For support and general enquiries, please contact our Support Team.

Support



[support@first2care.com.au](mailto:support@first2care.com.au)



1300 322 273

## COMPLETION OF SERVICES SCHEDULE AND ASSISTANCE

Please complete all required details in the Services Schedule attached and sign and date where provided.

If you require assistance, please contact our friendly Support Team.

## FINALISATION AND SIGNATURE OF AGREEMENT

This Agreement is finalised by you for our signature once all necessary details in the Services Schedule have been filled out, and the document has been signed and dated by you where provided at the bottom of the Schedule. This process can be completed either online or by a physical copy.

If you are finalising this Agreement by physical copy, please send it to us via email or post for our countersignature. Upon receipt of this Agreement, whether digitally or in physical form, we will add our signature and promptly return a copy to you for your records.

Regardless of the method of signing or delivery, all signatures are regarded as original and legally binding.

Alternatively, this Agreement may also be completed by your verbal consent. If you opt for this method, we will require you to provide verbal approval after reviewing the completed Services Schedule. You also consent to us electronically recording and storing your verbal consent. The 'Agreement Signatories' section will then be updated to indicate that you've provided 'verbal consent', along with the date of consent.

Following this, we will countersign, date the Agreement, and promptly return a copy to you for your records.

These procedures ensure that the Agreement is legally binding and appropriately stored, safeguarding the rights and responsibilities of the parties.

## COUNTERPARTS

This agreement may be signed in counterparts all of which, taken together, shall constitute one and the same agreement.

## CLIENT ACKNOWLEDGEMENT

By signing this Agreement, I declare that:

- I am authorised to sign this Agreement in the capacity noted in the Services Schedule.
- I consent to the terms and conditions outlined in our Privacy Policy ([first2care.com.au/privacy-policy](https://first2care.com.au/privacy-policy)) including all legitimate uses and disclosures of personal information as provided in the Privacy Policy.
- I recognise that this Agreement is applicable to my/the Participant's current and future NDIS Plans unless and until this Agreement is terminated in accordance with its terms. I also understand that the annually indexed price limits as published in the NDIS Pricing Arrangements and Price Limits from time to time will be automatically applied from the date that they are effective for the duration of this Agreement.

## GUIDE TO SERVICES SCHEDULE COMPLETION

Please ensure you read this guide before completing the Services Schedule below.

### AGREEMENT SIGNATORIES

In the 'Agreement Signatories' section in the Services Agreement please mark, where provided, the capacity in which you are signing this Agreement. Select one of the following two options:

**Participant:** I am a NDIS Participant who is completing and signing the Services Schedule on my own behalf.

**Authorised Representative:** I am an authorised representative of the NDIS Participant who is completing and signing the Services Schedule on behalf of the NDIS Participant in one of the below capacities:

- a) Parent or Guardian: I am a parent of an NDIS Participant who is under 18 years of age or a guardian (legal or public) of an NDIS Participant, make informed decisions on their behalf and am completing the Services Schedule.
- b) Plan Nominee: I am an NDIS Participant's Plan Nominee, and am authorised to complete this form and make informed decisions on their behalf.
- c) Authorised Third Party: I am a support coordinator, advocate, social worker, or other member of the participant's support network and have NDIS Third Party Consent to Act on the participant's behalf or a similar authority as appointed by the participant.

### CONSENT TO SHARE BUDGETS

First2Care recommends sharing budget information with your Support Coordinator, or an appointed representative, to help provide the best support possible. Once we receive this signed Agreement, we will contact you to enquire as to whether you wish to share your budget information, and if so, to obtain your Support Coordinator's or appointed representative's details.

### PLAN SHARING

Having a full copy of your Plan is very important for us to understand what portion of your Plan is Plan-managed, Agency-managed or Self-managed so we can accurately determine what you have been funded for and where funds should be claimed from. We can only provide the most accurate advice if we have the full Plan.

Please indicate in the Services Schedule, where provided, if you consent to provide us with a copy of the Plan. If you consent, we look forward to receiving the Plan at your earliest convenience.

Please complete the Services Schedule on the next page.

## SERVICES SCHEDULE (Guide on previous page)

### NDIS PARTICIPANT DETAILS

Full Name:		NDIS Number:
Date of Birth: ____/____/____	Plan Start Date: ____/____/____	Plan End Date: ____/____/____
Street Number and Name:		
Suburb:	State:	Postcode:
Phone:	Email Address:	

### PREFERRED CONTACT PERSON

Name:	Relationship to Participant:
-------	------------------------------

### PLAN MANAGEMENT PLUS & CAPACITY BUILDING SERVICES

☐ I want 30-minutes of Plan Management PLUS Support each month from a First2Care specialist.

### AUTHORISED REPRESENTATIVE/S *(If required)*

**(Parent or Guardian / Plan Nominee / Authorised Third Party)**

Name:	Relationship to Participant:
Phone:	Email Address:

### Additional Authorised Representative *(If required)*

Name:	Relationship to Participant:
Phone:	Email Address:

### PLAN SHARING *(Would you like to share a copy of your Plan with First2Care?)*

YES ☐ NO ☐

### AGREEMENT SIGNATORIES - Capacity of Signatory *(mark one only)*

<input type="radio"/> Participant	<input type="radio"/> Authorised Representative
<b>Signatory Name:</b> _____	<b>Signature:</b> _____ <b>Date:</b> ____/____/____
<b>First2Care:</b> _____	<b>Signature:</b> _____ <b>Date:</b> ____/____/____