

WHO WE ARE

Thank you for choosing First2Care as your Plan Manager. First2Care's purpose is that we give people back time to live their best life by paying their NDIS bills, tracking their budget and understanding their NDIS Plan.

First2Care understands that your goals and needs are unique. This 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 choice and control and promote your capacity to succeed on your NDIS journey. Let us help you navigate the NDIS and take care of your payments and budgets while you focus on living your life to the fullest.

SUPPORT IN YOUR LANGUAGE

We want to make sure you are properly 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. The National Relay Service can assist in connecting with services: <https://www.accesshub.gov.au/about-the-nrs>

DEFINED TERMS

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

Agreement:	Means this First2Care Service Agreement.
Client / you / your:	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.
First2Care / our / we / us:	Means First 2 Care, the trading name of Support Management Solutions Pty Ltd (ABN 24 601 046 155) having NDIS Provider Registration No. 4050003364
Party / Parties:	Means a party to this Agreement or the parties to this Agreement being you and us.
Plan:	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 allocates specific funding to deliver financial administration supports, delivered by a registered Plan Manager. You must have this funding in your Plan to be plan managed.

Our services are financial administration to pay your service providers in a timely and accurate manner in accordance with your Plan and current NDIS legislation and guidelines. We provide a monthly statement recording the financial activity in your Plan.

Plan Management Support Item

Support Item *	Description
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14_034_0127_8_3	Plan Management - Monthly Fee A monthly fee for the ongoing maintenance of the financial management arrangements
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INVOICE AND CLAIMS VERIFICATION

In line with NDIA financial administration requirements, where a compliant invoice is received, claims will be processed in accordance with NDIS requirements. Unless you have clearly communicated otherwise to our staff in your onboarding journey, First2Care is committed to providing you with a notification of claims received via email at the time such claim is submitted to the NDIA.

Unless you tell us otherwise, you authorise First2Care to pay invoices we assess as compliant with your Plan without seeking approval for each payment. You may change your payment preferences at any time by contacting us.

You are responsible for reviewing the document and information attached to these invoice notifications and contacting First2Care promptly (and in any event within two (2) days) if this payment is not in accordance with your NDIS Plan or aligned with the services that you have received. If we do not hear from you within that period, we will treat this as you not raising an objection and may proceed with payment accordingly. Not raising an objection does not make you liable for a payment that First2Care ought reasonably to have identified as not compliant, or for a First2Care processing error.

Nothing in this section reduces First2Care's own obligation to take reasonable steps to verify that a claim is compliant with your Plan and current NDIS requirements before making payment.

WORKING WITH PAYMENT INTEGRITY

Sometimes, the NDIA may place a manual pre-payment hold on a claim, delaying their usual payment timeframes. Where this occurs, First2Care will follow the instructions issued by the NDIA.

PROVIDER DISPUTES

First2Care are not responsible in the handling and resolution of client-provider disputes. All third-party service agreements and arrangements are the responsibility of a Client and Provider and while it is recommended to always have a service agreement in place, this is up to you. Where a third-party provider requires registration or funding authorisation for us to process your invoices or facilitate your supply arrangements, we do so only as your agent. You remain responsible for any amount owing to that provider if it cannot be paid from your Plan.

If you have concerns or questions, please contact us and we can tell you how we may be able to support and assist you.

YOUR COMMITMENTS TO FIRST2CARE

As a valued Client:

- You agree to treat all First2Care staff members with courtesy and respect, fostering a positive and collaborative environment.
- 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.

- You agree not to present claims you know are not in accordance with your current NDIS Plan. Where it is later identified that a claim was made against a non-Plan support, or for a service the NDIA has not assigned funding for as reasonable and necessary, and you knew or ought reasonably to have known this at the time, you agree that you are responsible for the debts incurred.
- You authorise First2Care to process compliant claims against your Plan, and you agree to tell us promptly of any issue known to you that would affect the validity of a claim.
- You agree to communicate promptly to us any issues associated with invoices being processed.
- You agree to communicate openly and promptly about any issues, or concerns you may have with our services. This will allow us to address your concerns in a timely and respectful manner.
- You agree to provide First2Care with the notice prescribed in the below section headed 'Commencement and Ending of this Agreement' if you decide to terminate this Agreement.
- You agree to 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.
- You agree to make payments to First2Care from your Plan for services authorised by you that First2Care have provided.
- You agree to provide First2Care with a copy of your full NDIS Plan and/or Plan information upon request, or authorise First2Care to obtain it directly from the NDIA, to ensure we can meet our legal obligations and manage your NDIS funds in accordance with your Plan.
- You agree to inform First2Care of current Authorised Nominees or Third Parties with consent as recorded with the NDIA, and if any changes occur to the status of authorised persons.

FIRST2CARE'S COMMITMENT TO YOU

At First2Care your continuing satisfaction with our services is our foremost 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 as amended from time to time.
- 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 achieving 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 or complaints promptly and efficiently, ensuring your voice is heard.

- 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 requirements including the NDIS Code of Conduct, and Australian Consumer Law.
- Providing our services whilst the NDIS has made funds available in your Plan to remunerate us for our services.

ZERO TOLERANCE POLICY

First2Care is committed to embracing and improving practices that safeguard the rights of people who identify with a disability.

Our staff deliver their best when treated as you, rightfully, can expect to be treated in the delivery of your supports under this Agreement.

We will protect the well-being of our valued staff. We will not accept or condone harmful behaviours, including verbal abuse, physical violence, harassment, and discrimination directed to our employees. Such harmful behaviours will constitute a material breach of this Agreement and may result in the immediate termination of this Agreement as provided in the section headed 'Commencement and Ending of this Agreement'

CHANGES TO THIS AGREEMENT

Any agreed modification to this Agreement must be in writing and signed by the Parties, except as set out below.

(a) Changes required by law or the NDIA. Where a change is required by a change in relevant laws, NDIS rules, NDIA requirements, or NDIS Pricing Arrangements and Price Limits, First2Care may amend this Agreement to give effect to that change. We will notify you of the change at your nominated email address.

(b) Other changes. For any other change, First2Care will give you at least 14 days' written notice at your nominated email address before the change takes effect. If you do not accept the change, you may terminate this Agreement by notice to us before the change takes effect, and that termination will take effect immediately, without any penalty or disadvantage to you. If you do not terminate before the change takes effect, your continued use of our services after the effective date will be taken as your acceptance of the change, except that a change that is materially adverse to you will not bind you unless you expressly agree to it.

COMMENCEMENT AND ENDING OF THIS AGREEMENT

This Agreement is in effect from the Commencement Date, defined as the earliest date on which you appoint First2Care as your Plan Manager**, and continues 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 or the removal of endorsement as Plan Manager with the NDIA. Invoices received for services not subject to the NDIS bereavement policy and 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.

** 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.

PRIVACY POLICY

First2Care's Privacy Policy is accessible via our website at 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 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 with the option to lodge a complaint anonymously. Where you have identified yourself, we will promptly engage with you to discuss and use our best endeavours 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

CLIENT INCIDENT MANAGEMENT

As a Registered NDIS Provider, First2Care upholds its obligations under the NDIS Code of Conduct through maintaining a Client Incident Management System, compliant with the requirements and best practice standards of the NDIS Quality and Safeguards Commission.

HOW TO CONTACT US

For support and general enquiries, please contact our support team.

Support



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.

Where written or verbal authorisation cannot be obtained, due to the restriction of a government appointed nominee and/or decision maker, the formal authorisation and consent by such persons of this agreement is accepted.

These procedures protect the interests of you and us by ensuring it is legally binding as intended.

COUNTERPARTS

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

SCHEDULE

NDIS PARTICIPANT DETAILS

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

How did you hear about First2Care for your NDIS Plan Management?

Support Coordinator ☐	Website or Social Media ☐	Friend or Family Member ☐
Service Provider ☐	Expo or Event ☐	Other: _____

NDIS Journey

This is my first NDIS Plan	☐
I'm transferring from another Plan Manager	☐
I'm transferring from being NDIA or Self-Managed	☐

Contact Details

This is the primary contact information for receiving invoice notifications, monthly statements and for any queries identified with your NDIS funding or budgets.

Please share your contact information below	Preferred
Phone:	☐
Email:	☐

AUTHORISED REPRESENTATIVE *(If required)*

An authorised representative of the NDIS Participant who is completing and signing the Services Schedule on behalf of the NDIS Participant.

Name:	Relationship to Participant:
Phone:	Email Address:

SUPPORT COORDINATOR *(If applicable)*

Name:	Organisation:
Phone:	Email Address:

CONSENT TO SHARE

First2Care recommends sharing budget information with your Support Coordinator to help provide the best support possible. Unless you tell us otherwise, your Support Coordinator (if you have recorded one with us) will receive your Monthly Activity Statements. You can decline this, or withdraw it at any time, by contacting our support team, and we will action your request. Your Support Coordinator (if recorded with us) will receive your Monthly Activity Statements unless you decline below.

☐ Do **NOT** share my Monthly Activity Statements with my Support Coordinator

ACKNOWLEDGEMENT

☐ 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) 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.

AGREEMENT SIGNATORIES - Capacity of Signatory (mark one only)

☐ Participant	☐ Authorised Representative
Signatory Name: 	Signature:
	Date:
First2Care: 	Signature:
	Date: