

Scope of Agreement

This Service Agreement is for _____, a Participant in the National Disability Insurance Scheme (NDIS), and is made between **Future Plan Management** (hereafter referred to as FPM) and the **Participant**, or participant's nominated representative (please insert name) _____

This Service Agreement is a perpetual agreement which covers the full period of the Participant's current plan and remains in effect from the commencement of the current NDIS plan period, for the entire duration of the Participant's association with Future Plan Management.

Upon endorsement of this Service Agreement, Future Plan Management becomes responsible for the management of the plan funding and payment to providers, subject to supports being approved and delivered in line with the plan funding. This is for all supports delivered from the first day of the current plan period, even if the participant has changed from another plan manager during that period.

To finalise engagement of services with Future Plan Management, the Participant is requested to provide:

- ☐ A copy of the current NDIS Plan
- ☐ Acknowledgement of this Service Agreement (signature or email confirmation preferred)
- ☐ Any relevant information that will assist FPM to deliver NDIS compliant plan management services
- ☐ A copy of the service delivery report for the current plan (if this is a plan transfer from another plan manager, as this assists with any reconciliation of budget if required)

Schedule of Supports

Future Plan Management will provide financial intermediary services to the NDIS Participant in line with NDIS Pricing Arrangements and Price Limits (PAPL). The NDIA funds this support specifically for plan management as follows:

Support	Description	Cost & Payment Information
Plan Management – Monthly Fee (14_034_0127_8_3) This is the ongoing monthly charge for our services	<ul style="list-style-type: none"> ➤ Reconcile budget payments and balances ➤ Pay support providers and manage invoices on behalf of client. ➤ Process reimbursement requests to client ➤ Track payments and overall expenditure against client budget. ➤ Provide a monthly statement of expenditure by email ➤ Provide live time access to budget and expenditure via Planability App ➤ Assist with purchasing and compliance queries, support overall understanding of their budget management through client liaison generally via email or phone 	<p>The monthly cost of plan management is \$104.45.</p> <p><i>Note: The amount above is charged in accordance with the NDIS PAPL and is subject to change within the Service Agreement period.</i></p>

Responsibilities of Future Plan Management

Future Plan Management agrees to;

- Manage invoice payments for NDIS supports and services on the Participant's behalf and maintain records
- Process reimbursement claims for the Participant
- Offer the Participant the opportunity to approve payment of invoices
- Monitor spending on Provider supports against the Participant's budget and manage funding balances
- Supply monthly expenditure statements and funding updates when requested
- Facilitate Participant communication via emails, phone calls, the Planability App, the FPM website and other platforms as appropriate
- Provide information and support to help the Participant make informed decisions about their fund usage

- Treat the Participant with courtesy and respect and deliver FPM services in a fair and transparent manner
- Respond to Participant feedback, address concerns and deliver timely resolutions as per the FPM Feedback and Complaints Policy, a copy of which is available upon request and published on the FPM website at www.futureplan.net.au
- Protect the Participant's privacy and personal information as per the FPM Privacy Statement and Policy, a copy of which is available upon request and published on the FPM website at www.futureplan.net.au
- Operate within NDIA guidelines. FPM uses service descriptions and pricing structures set out in the current, published NDIS Pricing Arrangements and Price Limits (PAPL) and applies them as directed by the NDIS Act 2013 and guidelines, and the Australian Consumer Law, when delivering its services to the Participant under this Service Agreement

Responsibilities of the Participant

The Participant agrees to:

- Confirm availability of applicable funding in the Participant's current NDIS Plan prior to engaging a provider or receiving any supports under the Participant's NDIS Plan
- Restrict support purchases to only those that the NDIA has defined as 'Reasonable and Necessary' for the participant and funded accordingly
- Respond to any request for information in a timely manner to enable efficient processing of invoices, request from the NDIA to support a payment or any other reasonable request as required
- Agree to provide supporting documentation to accompany purchases as required. This can be requested for any purchase that FPM deems may not align with funded supports or that creates a potential risk to the plan manager. FPM reserves the right to request additional information to minimise the risk of having to cover the cost of the purchase in the event that the NDIA deems the purchase a potential misuse of funds, or any other reason whereby the NDIA will not make payment of the purchase. As required, the Participant is responsible to obtain the required supporting evidence and provide this to FPM to support the purchase
- Accept responsibility for only making purchase of supports that the NDIA would determine 'Reasonable and Necessary' and accept that if the NDIA determines that a support does not meet the 'Reasonable and Necessary' criteria, that the Participant may be required to make payment of the purchase, or, if the provider has already been paid, repay the NDIA, or FPM for the item or support
- Treat FPM staff with courtesy and respect
- Contact FPM with any changes to personal contact details (ie address, telephone, change to nominee or authorised contact person, change of Support Coordinator, or any other change to contact details)
- Inform FPM immediately if the current NDIS Plan is suspended or replaced by a new NDIS Plan, or the Participant ceases to be a Participant in the scheme
- Accept communication from an authorised third party, if required, for regulatory or auditing purposes, and further agrees to have the Participant's records reviewed (in line with FPM Privacy Statement and Policy)
- Advise FPM staff immediately if any issues or concerns arise regarding FPM's financial intermediary services

Payments and Compliance

As a registered NDIS financial intermediary, FPM adheres to strict compliance guidelines and price limits for supports as determined by the NDIA, as outlined in the 'NDIS Pricing Arrangements and Price Limits (PAPL)'. FPM will apply the required compliance checks for each and every support invoice sent for processing.

The Participant acknowledges that all supports engaged and invoiced from the Participant's NDIS funding will be in line with the participant's approved funding. It is the responsibility of the provider to ensure that invoices are set out in accordance with NDIS requirements and align with the agreed supports in the provider's service agreement. Ultimately, failure by the provider to meet these requirements may result in processing delays, or invoices being rejected.

Reimbursements of paid invoices by the Participant may also be claimed and will be paid to the Participant's nominated account upon provision of a receipt for payment and valid Participant banking details. FPM reserves the right to check on the validity of the bank account for the purposes of ensuring the correct bank account is paid, and therefore maintaining the integrity of the payments process.

Provider Service Agreements

We highly recommend the use of Provider Service Agreements. The NDIA can withhold payment pending a request for further evidence of the support provided (and this may include a copy of the service agreement). FPM requests that all signed service agreements are provided in order that FPM can determine if funding is available for the purchase **prior** to the support being provided, and enable quarantine of funds within the support category or code in FPM software. FPM will then make payment to the provider from this allocation upon receipt of an invoice after support is delivered, enabling greater oversight of funding usage. Further, the Participant agrees to advise FPM in advance (and provide a signed copy of a Service Agreement for any costs agreed to be paid from the Participant's current NDIS Plan) for the following supports:

- Provision of Short Term Accommodation (STA)
- Specialist Disability Accommodation (SDA)
- Supported Independent Living (SIL)
- Independent Living Options (ILO)

Invoice Payment Approval

The Participant can choose to control where providers send their invoices; either directly to the participant, for checking first (then participant forwards to FPM) **OR** have their provider send invoices directly to FPM. In the event the Participant opts for provider invoices to be sent directly to FPM, there are two options:

- **Auto Approval (Invoice received, processed and paid)** **This is the default setting*

FPM receives invoice direct from provider and completes all compliance checks, then processes invoice payments automatically on the Participant's behalf. Usually results in a payment to the provider within 3-5 business days

- **Pre-Approval Required (Invoice received, processed then held for approval by Participant)**

FPM receives invoice direct from provider and completes all compliance checks, processes the invoice but DOES NOT PAY THE PROVIDER. Instead, a notification is sent to the Participant to review and approve or reject each invoice individually in the Planability App. If the Participant does not respond to the review request, FPM will automatically pay the invoice to the provider after 72 hours. This delays payment to the provider by up to business 3 days

Budget Tracking and Overspend

FPM will provide a monthly plan report (statement) to the Participant to support understanding of plan spending and category balances. The Participant should ensure that supports are only engaged in line with available funding categories. This is crucial to minimise the risk of overspending the plan funding or having to terminate support provision prior to the end of the plan. FPM will take all possible steps to support the Participant with managing expenditure however is not responsible for any plan overspend within any category and accepts no liability if this occurs. FPM will endeavour to contact the Participant (or, if applicable, nominated representative or Support Coordinator) if it is believed the plan funds are in danger of being overspent. In addition, the Participant can access the App which tracks payments and balance of funds in real time.

FPM will manage plans in accordance with the NDIS Amendment (Getting the NDIS Back on Track No. 1) Act 2024 which includes the Section 33 adjustments to the availability of plan funding as part of "Funding Periods" that may apply. It is the responsibility of the participant to ensure that supports are not engaged which exceed the allocated funding period and this applies to a single support or multiple supports that combined together will exceed the applicable funding period. The quarantine of funding via signed service agreements can minimise the risk of overspend in a funding period however can only minimise risk of provider non-payment if all committed supports are made known to FPM. FPM cannot be responsible for managing any budget where all committed support expenses are not known within each budget category.

Goods and Services Tax (GST)

For the purposes of GST legislation, FPM confirms 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, in the Participant's NDIS plan currently in effect under section 37 of the NDIS Act and that GST will be paid as stipulated.

Conflicts of Interest

FPM will identify and manage any direct or assumed conflict of interest in a timely and professional manner. FPM encourages the Participant or their nominated representative to notify FPM of any risk of conflict of interest that becomes apparent.

Consent to Share Plan and Information / Privacy

The Participant agrees that FPM may discuss or share information (including the NDIS plan and funding statements) pertaining to the Participant's plan with the Participant's Support Coordinator, Local Area Coordinator, Early Childhood Coordinator and NDIA Planner. The Participant agrees that any personal information provided to FPM may be collected, held, used and disclosed by FPM staff for the purposes of delivering financial intermediary services, as set out in the FPM Privacy Statement and Policy, available upon request and published on the FPM website at www.futureplan.net.au.

Ending this Service Agreement

Should the Participant wish to end this Service Agreement, a period of 14 days' notice in writing is requested. If either party seriously breaches this Service Agreement, the requirement of notice will be waived. If both parties agree to terminate the Service Agreement in a shorter time frame, this can be done subject to operational requirements. FPM will assist the Participant to manage the transition to an alternate plan manager as required.

Feedback, Complaints and Disputes

To provide feedback or make a complaint, the Participant is encouraged to make contact with FPM as follows:

Jodie Cox	0460 35 77 16	jodiecox@futureplan.net.au	PO Box 672, Redlynch Qld 4870
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In the event that a complaint is not resolved to the Participant's satisfaction, the NDIS Quality and Safeguards Commission can be contacted on 1800 035 544 or via a complaint form on their website at www.ndiscommission.gov.au. Further information is also available at www.ndis.gov.au.

Acknowledgement of Agreement

I would like to proceed with appointing Future Plan Management as my endorsed service provider for NDIS plan management services and I confirm that I have relied entirely on my own decision to engage this service. I understand that this agreement will remain in place on an ongoing basis, unless I choose otherwise by terminating the service. I further confirm that no employee of Future Plan Management has made any representation, warranty or promise of any nature except as expressly contained in this Service Agreement.

Signature

[Participant or nominated representative]

Name

[Participant or nominated representative]

Date

Disclaimer

Future Plan Management provides all information in good faith and any advice given by Future Plan Management outside of financial intermediary advice shall be considered general in nature. FPM shall not be liable for any failure of, or delay in the performance of this Service Agreement for the period that such failure or delay is beyond FPM's reasonable control; materially affects the performance of any of its obligations under this agreement, and could not reasonably have been foreseen (eg. Government Acts prohibiting or impeding any party from performing its respective obligations under the Service Agreement contract) or (eg. prolonged lack of power supply, Internet Access). The contents of this agreement do not negate or diminish the statutory guarantees regarding the supply of services the Participant/nominated representative receive under The Australian Consumer Law (Competition and Consumer Act 2010-Schedule2). Future Plan Management receives in good faith, all information provided by the Participant/nominated representative to be true and accurate, and that claims presented to Future Plan Management are a true reflection of goods and services provided to the Participant in line with the NDIS guidelines (National Disability Insurance Scheme Act 2013).