

AGILE PLAN MANAGEMENT PTY LTD.

PARTICIPANT ENGAGEMENT LETTER

No 8, Jowarra Way
Merrylands NSW 2160 Australia

Participant Full Name: [[ContactName]]
Participant NDIS Number: [[NDISNumber]]
Participant Email address: [[ContactEmail]]
Representative full name: [[RepresentativeName]]
Representative email address: [[RepresentativeEmail]]
Representative Phone number: [[RepresentativePhone]]
Representatives Relationship: [[Relationship]]

Dear Participant,

Thank you for choosing Agile Plan Management as your NDIS Plan Manager.

It is the policy of our business that a 'New Participant Engagement Letter' is signed by both parties. This agreement sets out our terms of engagement. Please read it and make sure you understand the scope of our engagement. If you wish to discuss anything, please contact us on our email: stanleyj@agileplanmanagement.com.au

PURPOSE AND SCOPE

The engagement of Agile Plan Management Pty Ltd is to provide you with the following:

- To communicate with your nominated person / service provider
- [Receive Invoices for the services provided to you](#)
- [Ensure that the invoices are correct and verify that the services were provided to you](#)
- Make payments to your service provider in a timely manner
- [Upload the invoices in your NDIS Portal](#)
- [Record every payment against your plan allocation](#)
- [Monitor the spending against the budget allocation and keep you informed](#)
- [Ensure that the funds are used correctly as per your NDIS budget allocation and rules](#)

Subject to any agreement to the contrary, the work is limited to the above services noted.

The engagement will include the [Participant commitments](#) as detailed below:

PARTICIPANT RESPONSIBILITIES

The participant agrees to provide any information required to execute the scope of engagement in the timely manner. Read the Incident Management System, Complaints Management System, Risk Management System attached in the link below:

PERIOD OF ENGAGEMENT

Our engagement as your Plan Manager will be for the plan period, unless agreed otherwise.

CONFIDENTIALITY

In conducting this engagement, information acquired by us during the engagement is subject to strict confidentiality requirements. That information will not be disclosed by us to other parties except as required or allowed for by law, or with your express consent.

FEES

Our fees will be as per the allocation of funds for APMP service by NDIS. At no instances any fees will be imposed on the participant.

Agreed to the terms of our engagement as stated above.

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Plan Manager (Provider) [[SenderSignature]] Signature Name: Stanley Jayanthakumar [[CurrentDate]] Agile Plan Management Pty Ltd e-mail: stanleyj@agileplanmanagement.com.au	Representative [[Signature]] Signature Name: [[RepresentativeName]] / Date: [[CurrentDate]]
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SERVICE AGREEMENT

1. PARTIES

This **Service Agreement** is for [[ContactName]] (NDIS: [[NDISNumber]]), date of birth: [[ContactDateOfBirth]], a participant in the National Disability Insurance Scheme and is made between:

Participant's representative

(such as family member or representative) – [[RepresentativeName]]

And

Provider - Agile Plan Management Pty Ltd (NDIS No. 431836864)

The Service Agreement will commence upon date of signing, or plan start date, whichever is earlier, and be effective for 24 months. This Service Agreement will renew for a further 24 months upon written confirmation by both the Participant/Participant's representative and Provide and may be varied by either part at any time subject to 30-days written notification.

2. THE NDIS AND THIS SERVICE AGREEMENT

This Service Agreement is made for the purpose of providing plan management financial intermediary supports under the Participant's NDIS plan.

A copy of the Participant's NDIS plan is attached to this Service Agreement in Schedule 1.

The parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to: -

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

3. SCHEDULE OF SUPPORTS

The Provider agrees to provide the Participant financial intermediary plan management supports in accordance with this agreement, including Schedule 2 and 3.

The plan management supports and their prices are set out in the attached Schedule 2 and are per the 2017/18 NDIS Price Guide. Plan Managers fees will be charged under the applicable price guide as applies based on date of delivery of financial intermediary services.

All prices are GST free and covers the full cost of providing the financial intermediary supports.

4. RESPONSIBILITIES OF THE PROVIDER

In terms of the provision of plan management financial intermediary supports, the Provider agrees to: -

- *Create the applicable Service Bookings on the NDIS portal.*
- *Process invoices from service providers in accordance with Participant's selected authorisation process (refer cl. 13), or if received directly from providers.*
- *Process Plan Managers financial intermediary invoices upon creation without formal authorisation.*
- *Claim the expense through the NDIS Portal, up to the maximum NDIS price list price.*
- *Providers can only be paid on presentation of an appropriate tax invoice, including ABN and bank account details. Providers cannot be family members, unless authorised in writing by the NDIS.*
- *Pay the service providers or reimburse participant by EFT only (there are no payments by cheque or money order) after receiving funds from NDIS.*
- *Maintain records for audit purposes.*
- *Provide a regular statement of spending to Participant and Participant's Support Coordinator, if applicable, tracking funding movements.*
- *If the participant is switching plan management provider to another Plan Manager during an active plan, Plan Manager reserves the right to charge the participant directly for the one-off set-up fee as noted in Schedule 2, if it is unable to claim such from the NDIS.*

In addition, the Provider agrees to: -

- Communicate openly and honestly in a timely manner as agreed by the parties.

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- Treat the Participant with courtesy and respect.
 - Provide services in a professional manner and standard.
 - Advise Participant of changes to service delivery and changes to service cost.
 - Listen to the Participant's feedback and resolve problems quickly.
 - Give the Participant the required notice if the Provider needs to end the Service Agreement (see para 8 'Ending this Service Agreement' below for more information).
 - Protect the Participant's privacy and confidential information.
 - Provide supports in a manner consistent with all relevant laws, including the [National Disability Insurance Scheme Act 2013](#) and [rules](#), and the Australian Consumer Law; keep accurate records on the supports provided to the Participant.
 - Issue regular invoices and statements of the supports delivered to the Participant as per the Terms of Business for Registered Providers.

The Provider will not be responsible for the following: -

- Undertake regular liaison with providers and monitoring quality of support provision.
- Organising or coordinating supports, including reviewing service agreements.
- Paying support providers who are outside the Participant's NDIS plan or where no funding is available in the plan to pay providers.
- If the participant self-manages any part of their plan, Plan Manager will not be responsible for any bookkeeping, payroll processing etc. of such supports.
- If the participant is switching plan management provider to another Plan Manager during an active plan, the new Plan Manager will not be responsible for any invoices that pre-date the effective date of the changeover.
- Any invoices received from unregistered providers where the price charged is above the NDIS price list, can only be funded to the NDIS price-cap level. Any charges above the price list level are not the responsibility of Plan Manager.
- If the participant has NDIS funded transport which is not plan managed, Plan Manager will not be responsible for paying any transport charges however incurred.
- Activity Fees are not covered by the NDIS, unless specified in the NDIS plan.

5. RESPONSIBILITIES OF THE PARTICIPANT/PARTICIPANT'S REPRESENTATIVE

The Participant/Participant's representative agrees to: -

- Ensure that the NDIS Funding package includes a provision for plan management services and that the Plan Manager is the nominated financial intermediary provider.
- Provide a full copy of the Participant NDIS plan, including plan narrative, as Schedule 1.
- If reimbursements are to be made to the Participant, payment by EFT is the only option. The Participant therefore agrees to provide bank account and BSB details.
- Provide Participant's date-of-birth.
- Inform the plan management Provider about how they wish the plan management support to be delivered to meet the Participant's needs, including invoice authorisation process, refer clause 13. If no invoice authorisation process is selected, invoices will be processed as they are received irrespective of where they come from.
- Inform the plan management Provider if they want a monthly spend report instead of the standard quarterly spend report, refer clause 13.
- Inform the Provider of the preferred means of communication.
- Approve invoices/expenses in a prompt manner in accordance with agreed authorisation process to ensure providers are paid in a reasonable timeframe.
- Ensure services and invoices are in accordance with NDIS Plan.
- Treat the Provider with courtesy and respect.
- Talk to the Provider if the participant has any concerns about the plan management supports being provided.
- Give the Provider the required notice if the Participant needs to end the Service Agreement (see para 8 'Ending this Service Agreement' below for more information), and

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- Let the Provider know immediately if the Participant's NDIS plan is suspended or replaced by a new NDIS plan or the Participant stops being a participant in the NDIS.
- If the Participant is switching plan management provider to another Plan Manager during an active plan, or for a new plan, the Participant will ensure that appropriate notice is given to existing plan management provider and that the NDIS are informed of such.
- If the Participant is switching plan management provider to another Plan Manager during an active plan, and the Plan Manager charges the participant directly for the one-off set-up fee as noted in Schedule 2, the Participant agrees to pay such a fee directly to Plan Manager upon issuance of an invoice by the Plan Managers.
- If the Participant wants to authorise invoices before processing, then the participant should ensure that providers' send invoices directly to Participant and not Plan Manager.
- Contact the NDIS and give 'consent' to share the NDIS plan with Plan Managers.
- If NDIS Plan Transport is self-managed, pay all transport charges however incurred.

6. PAYMENTS

The participant has nominated the Plan Management Provider to manage their 'plan managed funding' for NDIS supports provided under this Service Agreement. After providing their supports, service providers will claim payment for those support from the Plan Manager. The Participant will, if required, confirm satisfactory delivery of services and approve invoices prior to Plan Manager processing invoices on the NDIS portal and subsequently making payment to providers.

Plan Manager's own Financial Intermediary service invoices will be processed upon creation and will not need participant/participant family approval before payment.

Plan Manager's will not be responsible for any late fees or delay in payments. Situations of delayed payment circumstances may include, but are not limited to, participant failure to approve invoices in a timely manner, or NDIS portal issues, or provider bank account details not provided for EFT payments.

7. CHANGES TO THIS SERVICE AGREEMENT

If changes to the supports or their delivery are required, the parties agree to discuss and review this Service Agreement, unless the change relates to the pricing of plan management Provider supports changes from the NDIS. The Parties agree that any other changes to this Service Agreement will be in writing with 30-days' notice from either party.

8. ENDING THIS SERVICE AGREEMENT

Should either party wish to end this Service Agreement, they must give 1 months' notice in writing to the other party.

If either party seriously breaches this Service Agreement, the requirement of notice will be waived, and termination can be immediate.

9. FEEDBACK, COMPLAINTS AND DISPUTES

If the Participant wishes to give the Provider feedback or wishes to make a complaint, the Participant can talk to Stanley Jayanthakumar on either phone (+61) 414-685-006, email stanleyj@agileplanmanagement.com.au or in writing via post to the following address: -

Plan Manager representative, Stanley Jayanthakumar, 8 Jowarra Way Merrylands West NSW 2160

If the Participant is not satisfied or does not want to talk to this person, the Participant can contact the National Disability Insurance Agency by calling 1800 800 110, visiting one of their offices in person, or visiting [ndis.gov.au](https://www.ndis.gov.au) for further information.

10. CONFIDENTIALITY

Any information acquired in the course of this engagement, including any information relating to the Participant's affairs, is subject to strict confidentiality requirements. Information will not be disclosed to other parties except as required, or allowed for by law or professional standards, or with your express consent, or if required to be disclosed to any employee or subcontracted resources to perform their duties.

Processing of provider invoices is on a third-party cloud-based software platform and the NDIS portal. Any breach of security on these, or any other platform used, is not the Plan Manager's responsibility and you accept that any platform or process used to execute our financial intermediary duties is approved by the participant.

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Participant files will be subject to external audit and review. By signing this agreement, the Participant acknowledges that, if required, files relating to this engagement will be made available to such external parties.

11. 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 the Participant's NDIS plan currently in effect under section 37 of the NDIS Act;
- The Participant's NDIS plan is expected to remain in effect during the period the supports are provided; and
- The Participant/Participant's representative will immediately notify the Provider if the Participant's NDIS Plan is replaced by a new plan or the Participant stops being a participant in the NDIS.

12. CONTACT DETAILS

The Participant's representative can be contacted on:

Contact Name	[[RepresentativeName]]
Phone [A/H]/Mobile	[[RepresentativePhone]]
Email	[[RepresentativeEmail]]
Address	[[RepresentativePostalAddress]]
Alternative contact person/details	

The Provider can be contacted on:

Contact Name	Stanley Jayanthakumar
Phone [A/H]/Mobile	0414 685 006
Email	stanleyj@agileplanmanagement.com.au

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13. AGREEMENT SIGNATURES

The parties agree to the terms and conditions of this Service Agreement.

PARTICIPANT’S FAMILY MEMBER/REPRESENTATIVE (if applicable)

I [[RepresentativeName]] (parent/guardian), as an authorised family member/representative of [[ContactName]], understand, accept, and agree to the information outlined in this Service Agreement, and understand my rights and responsibilities as per Schedule 3 Client Charter. For invoices, I would like to be paid as and when received and I am happy to approve after processing. I elect to receive a spend report monthly, unless I indicate I want to receive it more frequently.

[[Signature]]

[[RepresentativeName]]

Signature of Participant representative

Name of Participant’s representative

[[CurrentDate]]

Date

PLAN MANAGER

[[SenderSignature]]

Stanley Jayanthakumar

Signature of authorised person from Provider

Name of Provider

[[CurrentDate]]

Date