**NDIS SUPPORT SERVICE AGREEMENT**

This agreement is between the Provider, Bay Plan Management Pty Ltd ABN 81 646 486 768; and the Participant or Participant’s Representative.

The Service agreement will commence on date of signing the agreement for the duration of the participant's NDIS plan/funding. It is continuous until notified in writing to cease by the participant/nominated representative. Information about the plan will be provided to the Provider to enable the Provider to provide plan management financial administration for the participant.

**The NDIS and this Service Agreement**

This Service Agreement is made for the purpose of providing supports under the participant's NDIS plan. 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.

The participant has nominated the Provider to manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, the service provider will claim payment for those supports from the Provider who will pay the service provider in a timely manner. Invoices will be paid as received but if an invoice is out of the ordinary, the participant gives the Provider permission to speak to either the provider, the participant or NDIA on their behalf before invoice is paid. All other invoices will be taken to be in good faith with the participant's choice and control.

The participant/participant's representative can view monthly statements in the Careview Advantage app for all supports spent and remaining balances. This is updated on a daily basis.

If you are unable to access Careview you can request a monthly statement to be posted or emailed to you.

**Responsibilities of the Providers**

The Provider agrees to:

• once agreed, provide supports that meet the participant's needs at the participant's preferred times

• communicate openly and honestly in a timely manner

• treat the participant with courtesy and respect

• give the participant information about managing any complaints or disagreements and details of the cancellation process

• listen to the participant's feedback and resolve problems quickly

• give the participant a minimum of 24-hour notice if the provider has to change a scheduled appointment to provide supports

• give the participant the required 14 days notice if the Provider need to end the Service Agreement

• 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.

**Responsibilities of the participant/participant's representative**

The participant/participant's representative agrees to:

• inform the Provider about how they wish the supports to be delivered to meet the participant's needs

• treat the provider with courtesy and respect

• talk to the Provider if the participant has any concerns about the supports being provided

• give the Provider a minimum of 24-hour notice if the participant cannot make a scheduled appointment; and if the notice is not provided by then, the Providers’ cancellation policy will apply

• give the Provider 14 days notice if the participant needs to end the Service Agreement

• 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.

• give the Provider permission to speak to NDIA on their behalf

**Schedule of Supports**

The Provider agrees to provide the participant services as per this Service Agreement for the duration requested.

The supports and their prices are set out below. All prices are GST inclusive (if applicable) and include the cost of providing the supports.

Total fees to be invoiced to the participant throughout the length of the plan will be

|  |  |  |
| --- | --- | --- |
| **Support Item & Reference no** | **Description** | **Allocated Fee** |
| Plan Management Monthly Fee. Support reference no 14\_034\_0127\_8\_3 | A monthly fee for the ongoing maintenance of the financial management of funding of supports |  $104.45 per month |

Please Note — Changes to the pricing above will be in accordance with the NDIA Support Catalogue.

**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. The parties agree that any changes to this Service Agreement will be in writing, signed, and dated by the parties.

**Starting and Ending this Service Agreement**

This Service Agreement will operate for the duration of time the Provider provides plan management services to you, as the Client. This may include across multiple years, as well as after an NDIS Plan review, Plan renewal or Plan extension. The Service Agreement will only end where either the Provider or Client provides the other party with 30 days’ notice in writing. This must be done either by email, or pre-paid post and sent to the nominated address. In the event of a serious breach of the Service Agreement by either party, the notice period of termination will be waived.

**Goods and Service Tax (GST)**

For the purpose 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 subsection33(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.

**Feedback, Complaints & Disputes**

If the participant wishes to give the provider feedback, the participant can talk to a team member or with the Director, Mr Mal Harvey by phone 07 4184 9599 or email admin@bayplan.com.au.

If there is a problem, please make contact as soon as possible. You can ask someone else to speak to the Provider on your behalf.

You will be given a copy of the Provider’s Complaints policies which details the process of making a complaint. Discussions between the two parties are encouraged to resolve any issues.

If the participant is not satisfied or does not want to talk to our staff, 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 for further information.