

Purpose of This Agreement

This agreement is between the Provider, Bay Plan Management Pty Ltd ABN: 81 646 486 768 and the Participant or Participant Nominee. This Service Agreement outlines how Plan Management services will be delivered, the responsibilities of both parties, and the expectations for communication and conduct. It ensures transparency, safety, and compliance with the NDIS Code of Conduct. This Service Agreement is continuous until notified in writing.

Services We Will Provide

This Service Agreement is made for the purpose of providing plan management supports under the participant's NDIS plan. The parties acknowledge that this Agreement operates within the framework of the National Disability Insurance Scheme (NDIS), which aims to:

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

The participant has nominated the Provider to manage the funding for supports delivered under their NDIS plan. After supports are delivered, service providers will submit invoices to the Provider, who will process and pay these invoices in a timely manner.

Invoices will generally be paid as received. However, if an invoice appears unusual or inconsistent with the participant's plan, the participant gives the Provider permission to contact the service provider, the participant, or the NDIA to seek clarification before payment is made. All other invoices will be processed in good faith, respecting the participant's choice and control.

The participant or their representative can view monthly statements, including expenditure and remaining balances, through the Careview Advantage app. This information is updated daily.

If the participant is unable to access Careview, they may request that monthly statements be emailed or posted to them.

Your Responsibilities

The participant or participant's representative agrees to provide accurate and up-to-date information necessary for the delivery of Plan Management services and to inform the Provider of how they wish their supports to be delivered so that the participant's needs are met. The participant will ensure that all supports received are consistent with their current NDIS plan and will use their NDIS funding responsibly and in accordance with NDIS rules, price limits, and legislative requirements.

The participant agrees to communicate openly with the Provider, including raising any concerns or discrepancies regarding supports or invoices. When requested, the participant will promptly review and approve invoices or provide service delivery evidence to confirm that supports have been received.

The participant or their representative will treat the Provider with courtesy and respect and will provide a minimum of 24 hours' notice if they are unable to attend a scheduled appointment. Where adequate notice is not provided, the Provider's cancellation policy may apply.

If the participant wishes to end this Service Agreement, they agree to provide the required 30 days' notice. The participant also agrees to notify the Provider immediately if their NDIS plan is suspended, replaced, or if they cease to be a participant in the NDIS.

To support the accurate and timely management of their plan, the participant gives the Provider permission to contact the NDIA on their behalf when clarification or verification is required.

Responsibilities of the Providers

The Provider agrees to deliver supports in a manner that upholds the participant's rights, promotes choice and control, and complies with all relevant NDIS and legislative requirements. The Provider will deliver supports that meet the participant's needs at the times agreed between both parties. The Provider will communicate openly, honestly, and in a timely manner, and will treat the participant with courtesy, dignity, and respect at all times. The Provider will ensure the participant is given clear information about how to make a complaint or raise a concern, including details of the Provider's cancellation process. The Provider will listen to the participant's feedback and work to resolve any issues promptly. The Provider will protect the participant's privacy and maintain the confidentiality of all personal information. All supports will be delivered in accordance with relevant laws, including the National Disability Insurance Scheme Act 2013, associated NDIS rules, and the Australian Consumer Law.

The Provider will keep accurate records of all supports delivered to the participant and will issue regular invoices and statements that reflect the supports provided.

Budget Monitoring

Bay Plan Management will provide monthly budget statements, alert you to any risk of overspending, and support you to understand your funding and how it is being utilised. The Participant agrees to review each monthly statement, monitor their spending, and promptly notify Bay Plan Management of any discrepancies, concerns, or unexpected charges so that issues can be addressed in a timely and compliant manner.

Schedule of Supports

The Provider agrees to deliver Plan Management services to the participant for the duration of this Service Agreement, as requested by the participant or their representative. The supports to be provided, along with their associated prices, are outlined below. All prices are inclusive of GST where applicable and reflect the full cost of delivering the supports.

The total fees to be invoiced to the participant over the life of their NDIS plan relate solely to the Plan Management support item listed below:

Support Item & Reference	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 that any changes to the pricing listed above will occur in accordance with the current NDIA Support Catalogue.

Changes to This Service Agreement

If changes to the supports or the way they are delivered become necessary, both parties agree to discuss and review this Service Agreement. Any amendments to this Agreement will be documented in writing and must be signed and dated by both parties before taking effect.

Communication & Behaviour Expectations

To support a safe and respectful environment for both participants and staff, you (and your representatives) agree to communicate in a respectful, calm, and non-abusive manner; refrain from behaviour that is threatening, aggressive, discriminatory, or otherwise inappropriate; and engage constructively with staff to resolve any issues. If communication or behaviour becomes disrespectful or unsafe, Bay Plan Management may redirect communication to written channels, involve your Support Coordinator or nominee, issue a formal written warning, or review our ability to continue providing services. These expectations reflect the NDIS Code of Conduct, which requires all parties to act with respect, fairness, and safety.

Goods and Services Tax (GST)

For the purposes of GST legislation, the Parties acknowledge and agree that:

- the supports provided under this Service Agreement constitute one or more reasonable and necessary supports as outlined in the statement prepared under subsection 33(2) of the National Disability Insurance Scheme Act 2013 (NDIS Act) and included in the participant's current NDIS plan in effect under section 37 of the NDIS Act
- the participant's NDIS plan is expected to remain current for the duration of the period in which the supports are delivered
- the participant or the participant's representative will promptly notify the Provider if the participant's NDIS plan is replaced with a new plan, or if the participant ceases to be a participant in the NDIS

Complaints & Feedback

If the participant wishes to provide feedback to the Provider, they may speak with any team member or contact the Director, Mr Mal Harvey, by phone on 07 4184 9599 or by email at admin@bayplan.com.au.

If a concern arises, the participant is encouraged to make contact as soon as possible. The participant may nominate another person to speak with the Provider on their behalf, provided written approval is supplied.

The participant will be provided with a copy of the Provider's Complaints Policy, which outlines the process for lodging and resolving complaints. Open communication between both parties is encouraged to address and resolve issues promptly and respectfully.

If the participant is not satisfied with the outcome, or prefers not to raise the matter directly with the Provider, they may contact the National Disability Insurance Agency by calling 1800 800 110, visiting an NDIA office, or accessing further information at ndis.gov.au.

Term of Agreement and Ending This Agreement

This Service Agreement will remain in effect for the duration of time that the Provider delivers Plan Management services to the Client. This may extend across multiple years and continue following any NDIS plan review, renewal, or extension.

This Agreement will only end if either the Provider or the Client gives the other party 30 days' written notice. Written notice may be provided by email or by prepaid post sent to the nominated address.

In the event of a serious breach of this Service Agreement by either party, the requirement for a notice period will be waived

