

1. Introduction

A Service Agreement (Agreement) is made between Bedford Services and Advisory Ltd. - ABN 24839364005 - (Bedford) and:

- a participant of the National Disability Insurance Scheme (NDIS) and, if applicable, their representative

A participant's representative is someone close to the person, such as a family member or friend who assists them with their NDIS plan. This can also include a participant's Guardian, NDIS Correspondence and / or Plan Nominee. This Agreement is made for the purpose of providing supports under a participant's NDIS plan.

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

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

This Agreement will commence on _____ **and cease on** _____

My NDIS Plan start date is _____ **and will end on** _____

2. Parties

This Agreement is made between the **NDIS Participant / their Representative** and **Bedford**.

Participant: _____ **NDIS Number:** _____ **DOB:** _____

Phone: _____ Mobile: _____

Email: _____

Residential
Address: _____

Postal
Address: _____

And if applicable

NDIS Participant Representative's Name: _____

Relationship to Participant: _____

eg, Family Member / Friend / NDIS Correspondence Nominee / NDIS Plan Nominee / Legal Guardian

Copy of Guardianship / NDIS Correspondence Nominee / NDIS Plan Nominee evidence provided

Phone: _____ Mobile: _____

Email: _____

Residential
Address: _____

Postal
Address: _____

3. Provision of Supports

The parties agree that:

- Bedford will provide you with the agreed supports as per the Schedule of Supports for the duration of the Agreement (which is subject to change), as varied from time-to-time in accordance with Bedford policies as well as the [NDIS Pricing Arrangements and Price Limits](#)
- all prices are GST inclusive (if applicable) and include the cost of providing the supports
- Bedford will adjust pricing to reflect variations made by the NDIA
- additional expenses (ie, things that are not included as part of your NDIS supports) are the responsibility of you and your representative. Examples include entrance fees, event tickets, meals etc.
- Bedford will consider requests you and your representative make for additional supports and services from Bedford
- any additional supports to be provided by Bedford after the commencement date will be agreed in writing and provided on the same terms as set out in this Agreement
- in line with Bedford's policies and procedures, Bedford will seek additional health services and medical support (including an ambulance) for you if required, with costs incurred payable by you and your representative, unless deemed a work-related injury / medical cost
- Bedford will gather information and identify support provision requirements in the case of an emergency or disaster via your 'My Support Plan' and develop a 'Personal Emergency and Evacuation Plan' with you where applicable
- if a new NDIS plan is generated or an extension occurs, Bedford will continue to provide existing supports on the same terms as contained in this Agreement and charge for these unless Bedford receive communication advising the service is to be cancelled
- you or your representative will advise Bedford as soon as a new NDIS plan exists
- Bedford will develop a Service Agreement for a new plan as soon as practicable to do so

4. Responsibilities of the Provider

Bedford agrees to:

- review the provision of supports regularly with you and consult you on decisions about how supports are provided
- provide supports as agreed to assist you to work towards achieving your goals
- notify you of changes to Bedford policies, Terms and Conditions, pricing and updates to the [NDIS Pricing Arrangements and Price Limits](#) that impact on the Agreement in a timely manner
- communicate openly and honestly, and in a timely manner, and help you to access supports that promote choice, control and dignity
- acknowledge and respect your ethnic, cultural and religious beliefs
- provide information in an accessible format that you can understand, upon request
- give you and / or your representative information about providing feedback and managing any complaints or disagreements - making a complaint will not change your access to services
- listen to you and your representative's feedback and use our best endeavours to resolve issues and complaints
- take all reasonable steps to prevent, respond, record, manage and resolve client related incidents, and provide you with appropriate support and guidance if an incident arises
- provide you with information on Bedford's incident management system, including how incidents involving you have been managed
- protect your privacy and your information
- provide supports in accordance with the [National Disability Insurance Scheme Act 2013](#) and in-line with all relevant Federal and State laws

5. Responsibilities of you and your Representative

You and your representative agree to:

- provide a copy of your current NDIS plan or current NDIS goals, plan start and end dates, how relevant budgets are managed and confirmation of funds being available
- payment being made or funding claimed where a Service Agreement and/or Schedule of Support is not signed, but continued use of Bedford's supports and services occurs; continued use will constitute acceptance of the unsigned but provided documents
- inform Bedford of how you wish your supports to be delivered, as well as participate in the review and development of your supports
- work with Bedford on the completion of your 'My Support Plan' to ensure Bedford has up-to-date information to best support you
- if applicable, inform and provide a copy of your Positive Behaviour Support Plan, Epilepsy Management Plan, Asthma Management Plan, Allergy Management Plan, Oral, Eating and Drinking Care Plan (meal time management), Diabetes Management Plan, Health or Mental Care Plan, Psychiatrist Assessment and Management Plan, Safety Plan for Depression or Suicidal Thoughts, Mobility and Transfer Assessments and/or Plans, and a complete list of current medications prescribed, side-effects and management of side-effects
- inform Bedford if your details, needs or support requirements change
- treat Bedford's staff, contractors and property with courtesy and respect
- communicate with Bedford if there are any concerns about supports provided, and work cooperatively with Bedford regarding issues arising during the development and delivery of supports and activities covered by this Agreement
- ensure your residence is safe and accessible when Bedford's staff or contractors attend your home, and not smoke whilst Bedford's staff or contractors are present
- manage pets to ensure safety whilst Bedford's staff or contractors are present
- give Bedford the required notice if you wish to end or change the Agreement as listed in the applicable Terms and Conditions
- let Bedford know immediately if your NDIS plan is suspended, your access to the NDIS is revoked, or you receive a new NDIS plan
- pay all fees owing to Bedford by the due date and adhere to the set out terms
- Bedford may decline a request for supports and / or immediately suspend your supports if:
 - the support(s) is not included in your NDIS plan, Agreement or is an excluded item as determined by the NDIS Rules or is beyond the amount of available funding
 - it is likely to cause harm or pose a threat to the health and safety of you or Bedford staff, clients and contractors
 - Bedford is unable to comply with NDIS rules or other state and territory laws
 - Bedford does not have the available resources to provide the support
 - Bedford does not have the required information or documentation to provide supports safely

6. Payment

Bedford will seek payment for supports and services as agreed in this Service Agreement and applicable Schedule of Support(s) and Terms and Conditions. If funding cannot be claimed and/or payment of invoices is not made by the specified date, Bedford will advise you and your representative of non-payment and may suspend or stop any, or part of, the supports and services Bedford provides.

7. Changes or ending this Service Agreement

Should either party wish to change or end this Agreement they should refer to the applicable Terms and Conditions.

In the event of an emergency or disaster, it may be necessary to temporarily change your supports to ensure safety and wellbeing. Bedford will work with you to identify alternatives, which may include providing additional or different supports, or adjusting the timing or frequency of existing supports. We will endeavour to communicate any temporary changes in a timely manner and that your support needs are met to the best of our ability during this time.

8. Cancellation Policy

The parties agree cancellations are in line with Bedford's cancellation policy as well as notice periods stated in the applicable Terms and Conditions, which are both subject to change.

9. Confidentiality and Privacy

The parties agree to treat all confidential information owned by the other party with complete confidence. The parties will not, without the prior consent of the other party, disclose or permit the confidential information to be used by another person or entity. Please note Bedford may be required to disclose confidential or personal information without prior consent as a result of state, territory, and/or federal laws.

The parties agree that Bedford is required to collect personal information to deliver supports in line with this Agreement. Bedford's Privacy Policy can be viewed at bedfordgroup.com.au/policies or provided upon request. Bedford will not use your information for promotion or advertising without approval from you and / or your representative.

10. Audit Participation

NDIS registered providers are required to be audited against the NDIS Practice Standards. Clients of Bedford are automatically enrolled in the audit processes and may have their files reviewed by the auditor(s) to ensure Bedford meets the NDIS Practice Standards. The auditor(s) may wish to speak with clients and support networks during an audit. Bedford's 'Audit Participation Opt Out Form' can be completed to opt out of the file review and/or participate in an interview. This form will be provided upon request. You can review your decision at any time.

11. Feedback, Complaints, Disputes and Incidents

You and / or your representative can access details about Bedford's client incident and complaints management systems on Bedford's website bedfordgroup.com.au/policies and/or upon request.

You and / or your representative are encouraged to provide Bedford with feedback and / or make a complaint. You can do this by:

- speaking with the relevant Bedford Manager via phone call, email, letter in person
- emailing feedback@bedfordgroup.com.au
- completing Bedford's Feedback Form and / or Client Complaint Form which can be viewed at bedfordgroup.com.au/policies or provided upon request.

You and / or your representative can contact the National Disability Insurance Agency (NDIA) if you are not satisfied with the provision of supports and / or the outcome of a complaint.

You can do this by:

- phoning: [1800 800 110](tel:1800800110)
- visiting a local NDIA office
- visiting: www.ndis.gov.au
- emailing: enquiries@ndis.gov.au

You and / or your representative can contact the NDIS Quality and Safeguards Commission if you are not satisfied with the provision of supports and / or the outcome of a complaint.

You can do this by:

- phoning: [1800 035 544](tel:1800035544)
- completing a complaint form by visiting: <https://www.ndiscommission.gov.au/about/complaints>

For advocacy services, information is available at <https://www.ndiscommission.gov.au/participants/how-advocate-can-help-you>, or can be provided upon request.

12. Agreement Signatures

The parties agree to the information contained within this Agreement as well as the applicable Terms and Conditions and Schedule of Support. You and / or your representative acknowledge:

- this Agreement and the associated documents have been explained
- the contents of this Agreement and the associated documents have been understood, and you agree to the terms within
- you have been provided a copy of this Agreement and associated documents

Participant name:

Date

Participant signature:

If applicable,

Representative name:

Date

Participant representative signature:

Authorised Bedford

Representative name:

Date

Authorised Bedford representative signature: