

1. Introduction

A Service Agreement (Agreement) is made between Bedford Phoenix Inc. – 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](#).
- if a plan extension occurs, Bedford will continue to provide existing supports on the same terms as contained in this Agreement until a new NDIS plan is generated
- you or your representative will advise Bedford as soon as a new NDIS plan exists
- all prices are GST inclusive (if applicable) and include the cost of providing the supports
- additional expenses (ie, things that are not included as part of your NDIS supports) are the responsibility of you and/or your representative. Examples include entrance fees, event tickets, meals etc.
- you or your representative may request that Bedford provide additional supports and services at any time during the term
- 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

4. Responsibilities of the Provider

Bedford agrees to:

- review the provision of supports regularly with you
- provide supports as agreed to assist you to work towards achieving your goals
- notify you of changes to Bedford policies and 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
- 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
- consult you on decisions about how supports are provided
- 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
- 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 a copy of your current NDIS goals, plan start and end dates and how relevant budgets are managed
- to inform Bedford of how you wish your supports to be delivered, as well as participate in the review and development of your supports
- if applicable, to inform and provide Bedford with a copy of your Positive Behaviour Support Plan, Epilepsy Management Plan, Asthma Management Plan, Allergy Management Plan, Meal Time Management Plan, Diabetes Management Plan, Health Care Plan, and / or Mental Health Care Plan, and a complete list of the current medications you are prescribed
- to inform Bedford if your details, needs or support requirements change
- to treat Bedford's staff, contractors and property with courtesy and respect
- to 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
- to ensure that your residence is safe and accessible when Bedford's staff or contractors attend your home
- to not smoke in the home whilst Bedford's staff or contractors are present
- to manage pets to ensure safety whilst Bedford's staff or contractors are present
- to give Bedford the required notice if you wish to end or change the Agreement as listed in the Terms and Conditions attached
- to let Bedford know immediately if your NDIS plan is suspended, your access to the NDIS is revoked, or you receive a new NDIS plan
- to pay all fees owing to Bedford by the due date and adhere to the payments set out in the 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

6. Payment

Bedford will draw down funds against the relevant budgets in your NDIS plan for payment of provided supports. If payment of invoices are not paid, Bedford will advise you and your representative of non-payment and may suspend or stop any, or part of, the supports Bedford provides.

7. Changes or ending this Service Agreement

Should either party wish to change or end this Agreement they should refer to the Terms and Conditions attached. The notice period will be waived if either party seriously breach the Service Agreement.

8. Cancellation Policy

The parties agree that cancellations are in line with Bedford's cancellation policy which is subject to change. Refer to the Terms and Conditions attached.

9. Confidentiality

The parties agree to treat all confidential information owned by the other party with complete confidence and will not, without the prior written consent of the other party, disclose or permit the confidential information to be used by another person or entity.

10. Privacy

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.

11. Feedback, Complaints and Disputes

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
- 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 ndiscommission.gov.au/participants/disability-advocacy, or can be provided upon request.

12. Agreement Signatures

The parties agree to the terms and conditions of this Agreement. You and / or your representative acknowledge that the contents of this Agreement and the associated documents have been read and understood, and agree to the terms within.

Participant name:

Date

Participant signature:

If applicable

Participant

Representative name:

Date

Participant representative signature:

Authorised Bedford

Representative name:

Date

Authorised Bedford representative signature: