

COR17 Cancellation Fees when Exiting or Cancelling Services/Supports Under the National Disability Insurance Scheme (NDIS)

This is about how Bedford may charge a Client for not attending a planned service.

1. PURPOSE

To ensure that Bedford complies with the NDIS Pricing Arrangements and Price Limits in relation to fees charged for Exiting or Cancellation of services.

2. SCOPE

This policy applies to fees charged for services/supports provided under the NDIS by Bedford Phoenix Inc and Bedford Group Ltd, and in this policy, both organisations will be referred to as “Bedford”.

3. POLICY

As a Registered Provider of National Disability Insurance Scheme (NDIS) supports, Bedford is committed to the effective management of resources and the provision of quality services to Clients.

Bedford understands the reasons that contribute to Exiting or Cancellations of services. However, these can pose a significant financial risk to the organisation; given the quality and number of professional staff employed to support Clients and the preparation/programming that occurs in advance of the sessions of service.

Fee charging structures are carefully considered to ensure that Bedford remains financially viable while delivering supports and services as agreed with Clients.

Bedford will manage Exiting and Cancellations and non-attendance in accordance with the NDIS Cancellation requirements set out in the annual NDIS Pricing Arrangements and Price Limits Guide.

Supports delivered as part of a Program of Support are not subject to the NDIS Short Notice Cancellation rules, except where the Client is in receipt of 1:1 support under a Program of Support arrangement for Day Options and Community Access and Lifestyle Services.

Where services are delivered under a ‘Program of Support’, Bedford will claim against the Plan of all Clients who had agreed to attend, as though they have attended. Clients can exit the Program without cost, subject to a notice period of at least 2 weeks.

Bedford will set out in the Service Agreement with the Client and/or their nominee the fees/charges for service provision and will seek payment in accordance with the relevant source indicated in the Client’s NDIS Plan.

Bedford will implement any changes to fees set by the National Disability Insurance Agency (NDIA) as they occur throughout the year and will charge Cancellation fees in line with the NDIS Pricing Arrangements and Price Limits and the Service Agreement.

If Bedford should initiate Exiting or Cancellation of a service due to operational reasons, wherever possible the service will be rescheduled, with no penalty to the Client. If the service cannot be rescheduled, the Client will not be charged.

Bedford recognises that there may be exceptional circumstances where Exiting or Cancellation fees may be waived; or when the Client or their nominee does not agree with fee. Clients and their nominees have the right to query or complain about a fee.

In this instance, the General Manager Client Management is to be contacted in the first instance, the decision as to whether a fee will be waived rests with the Chief Financial Officer (CFO) or if the CFO is not available, a member of the Executive Team.

Where a Client fails without notice to keep the scheduled arrangement for the support (a “No Show”) Bedford’s support staff will make every effort to contact the Client to ensure their welfare.

Bedford staff will monitor Cancellations, reporting any concerns to the relevant General Manager.

Bedford staff will encourage and work with Clients to minimise the number of Cancellations and adjust the service provision within the parameters of the NDIS plan as required. This will involve reviewing the reasons for the Cancellations, assisting Clients to make choices of other activities they may enjoy more to meet their goals and/or assisting Clients learn how to make a “reasonable Cancellation” of a service, or ask for an activity to be changed to an alternative date or time.

A copy of this Policy will be placed on the Bedford website.

4. DEFINITIONS

- **Cancellation** – Refers to a Client and/or their nominee notifying Bedford in advance that a scheduled service(s) is not required or is unable to be received.
- **Client** – For the purposes of this Policy a Client is a person with disability receiving Supports/Services from Bedford through the National Disability Insurance Scheme (NDIS) and other funding arrangements (such as Continuity of Support) that require compliance with the NDIS Pricing Arrangements and Price Limits.
- **Executive Team** – member of the senior management positions at Bedford designated as an Executive position and include the Chief Executive Officer.
- **Exiting a Service** – Refers to a Client/and or their nominee notifying Bedford in advance that a Service(s) is no longer required or where Bedford is no longer providing the service/s.
- **NDIS** – National Disability Insurance Scheme.
- **NDIA** – National Disability Insurance Agency.
- **NDIS Plan** – Refers to what money and support a Client can get.
- **No Show** – Where a Client fails without notice to keep the scheduled arrangement for the support.
- **Program of Support** - Bedford operate services using the ‘Program of Support’ model. In the NDIS Pricing Arrangements and Price Limits, the National Disability Insurance Agency (NDIA) advise that providers of group-based supports can enter into an agreement with a participant for a program of support. Under a program of support the NDIA state that:
 - supports are not subject to the NDIA’s short notice cancellation rules
 - a program of support can be no longer than 12 weeks in duration
 - participants can exit from a program of supports without cost, subject to a notice period of two (2) weeks
 - supports work towards the achievement of program outcomes
- **Registered Provider** – A disability support Provider that has met the NDIS registration requirements.

- **Service Agreement** – Refers to a document between Bedford and a Client that explains what supports Bedford will give the Client and how such support will be paid.

5. ASSOCIATED DOCUMENTS

- Client Service Agreement
- Bedford Policy – Programs of Support
- Bedford Procedure Cancellation or Exiting of Services/Supports Under the National Disability Insurance Scheme (NDIS)
- Bedford Procedure - Ending the Provision of Supports
- Bedford Policy/Procedure - Client Complaints
- Ending a support or service at Bedford form

6. REFERENCES

NDIS Pricing Arrangements and Price Limits (as updated)