

# Bedford Day Options and Experiences Terms and Conditions

The *Bedford NDIS Service Agreement* references Terms and Conditions applicable to the Agreement made between the parties. This document *Bedford Day Options and Experiences Terms and Conditions* contains the Terms and Conditions, and outlines information regarding:

- a program of support
- billing
- notice periods
- changing the Service Agreement
- ending the Service Agreement

As a client opting into receiving supports and services from Bedford, you agree to comply with these Terms and Conditions. You understand Bedford may update its Terms and Conditions and that Bedford will provide you with an updated copy in the event this occurs.

## **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 six months in duration
- where a program of support is longer than 12 weeks, providers must ensure that participants have an opportunity to regularly review their program of support
- providers and participants can agree to a new program of support
- where a participant stops attending an agreed program of support but does not provide a notice, a provider may only continue claiming for a total of four (4) weeks from when the participant stopped attending - this is considered a planned exit
- a provider is not able to continue to claim past four (4) consecutive weeks of non-attendance, unless the participant notifies the provider during that period that they wish to continue in the program of support
- participants are able to 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

Under a program of support, you will be billed for your supports based on your Schedule of Support. You will not be billed:

- for public holidays unless agreed in your scheduled supports
- for scheduled shutdown periods where services and supports are not provided as directed by Bedford
- if you end your program of support having given a minimum of two (2) weeks notice

Bedford will bill against your NDIS funding for the delivery of supports as agreed upon in your Schedule of Support. The following supports may be applicable to your program of support:

- group supports
- individual supports
- provider travel
- activity-based transport
- non-face-to-face supports
- centre capital costs
- shadow shifts

Bedford is eligible for the Temporary Transformation Payment (TTP). Bedford will charge against the relevant budgets in your NDIS plan using the TTP items as per the [NDIS Pricing Arrangements and Price Limits](#).

### **Group Supports**

Requests for changes to a program of support may not be able to be actioned within a current program of support period. Bedford will determine if requested changes can occur and will advise when this is not possible. Bedford cannot guarantee you will be able to access the same supports if you choose to exit a program of support.

### **Individual Supports**

If you receive individual supports, the program of support model will still apply. However, the notice period required to cancel a session is seven (7) full business days. Bedford cannot guarantee you will be able to access the same supports if you choose to exit a program of support.

### **Non-Face-to-Face Supports**

Bedford will claim for non-face-to-face supports from your NDIS plan to help cover the cost of the following supports:

- progress noting and progress reports
- case conferences and engagement with your supports
- task and activity customisation
- development of resources for program activities

### **Provider Travel**

#### ***Labour Costs***

The delivery of some supports requires workers to travel to and from services. This is known as Provider Travel and will be claimed at the NDIS rate if agreed in your scheduled supports.

#### ***Non-labour Costs***

The non-labour costs incurred by a support worker when travelling to deliver face-to-face supports to you will be claimed at the NDIS rate if agreed in your scheduled supports.

### **Activity-Based Transport**

Bedford is entitled to bill for any non-labour costs associated with transporting you to or from, or as part of a community participation support. This is to help cover the running costs of vehicles. You will be invoiced the NDIS rate for every kilometre travelled associated with your supports. The support worker's time will be claimed as per the agreed hourly rate for their time delivering the supports.

### **Centre Capital Costs**

If the support that you are receiving is being delivered in a Centre owned or leased by Bedford, Bedford will claim Centre Capital Costs. These costs were introduced by the NDIA to help support the cost of running and maintaining service provider's facilities and are set out in the [NDIS Pricing Arrangements and Price Limits](#). The Centre Capital Costs will be claimed for the entire duration of the support, even if the supports are delivered partially in the community.

### **Shadow Shifts**

Shadow shifts may be claimed where you have complex support needs that may be best met by introducing a new worker before supports are provided independently. Where the client would require shadow shifts to assist the introduction of new workers, Bedford is able to claim for up to six hours of support per year.

### **BILLING**

If a new NDIS plan is generated or an extension occurs, Bedford will continue to provide and charge for supports on the same terms as contained in the most recent Agreement, and applicable Schedule of Support and Terms and Conditions. You are required to cancel services if you do not wish for this to occur. Bedford will develop a new Service Agreement as soon as practicable to do so. Please note, supports and services are subject to standard rounding when the ratio results in the amount being greater than two decimal points.

### **NOTICE PERIODS**

- your program of support will automatically roll over, unless you notify Bedford that you wish to cancel, end, or change as per these Terms and Conditions
- if you receive one-to-one supports, you must provide at least seven (7) full business days notice to cancel your supports
- you must give two (2) weeks notice to end your program of support when delivered in a group
- you will incur the full fee for the scheduled period of supports if you do not provide the required notice
- Bedford may choose to cancel, alter, or end services and supports following a two (2) week notice period
- notice periods may be waived if either party seriously breach the Service Agreement

Typically, Bedford has a two (2) week shutdown period each year for Day Options where supports and services are unavailable. Bedford will communicate shutdown details, including dates, in accordance with the Notice Periods.

### **CHANGING YOUR SERVICE AGREEMENT**

Contact your Client Services Representative (CSR) to request a change to your Service Agreement if you are receiving services and supports in metropolitan Adelaide. You can do this by letting them know in person, over the phone or via email.

Contact your local Manager to request a change to your Service Agreement if you are receiving services and supports outside metropolitan Adelaide. You can do this by letting them know in person, over the phone or via email.

### **ENDING YOUR SERVICE AGREEMENT**

Contact your local Manager to end your Service Agreement. You can do this by letting them know in person, over the phone or via email.