



NDIS Client Service Agreement – Terms and Conditions

Funding and this Service Agreement

This Agreement is made for the purpose of providing supports under the Client's National Disability Insurance Scheme (NDIS) funding plans or privately funded supports.

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

- support independence, social and economic participation; and
- enable the Client to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

The requirements noted in this Agreement do not remove or change the application of other State or Commonwealth laws. These continue to apply.

Schedule of Supports

Rise agrees to provide the Client with a description and duration of each of the supports provided and this will be broken-down between funded and unfunded supports. The supports and their prices are set out in **Appendix 1: Schedule of Supports** and (if applicable) may include the cost of providing the supports. NDIS funded items are listed and charged, excluding GST. Privately funded supports may incur GST.

Additional expenses or 'unfunded supports' (i.e. things that are not included as part of a Client's NDIS funded supports) are the responsibility of the **Client / Client's legal representative** and are listed in the Schedule of Supports.

Helen's Place

41a Great Northern Highway
Middle Swan WA 6056
(Access via rear - 12 Leslie Road)

T: 08 6274 3700



contact@rise.org.au

rise.org.au

ABN: 84 378 990 136





Short Notice Cancellations

Where supports are cancelled the NDIS short notice cancellation rules apply, according to the NDIS Pricing Arrangements and Pricing Limits (<https://www.ndis.gov.au/providers/pricing-arrangements>). Rise will charge the Short Notice Cancellation fee for supports where the participant:

- Does not show up for a scheduled support within a reasonable time, or is not present at the agreed place and within a reasonable time when the provider is travelling to deliver the support, or;
- Has given less than seven (7) clear days' notice for a cancelled support

Cancellations of supports are to be directed to the Rise Scheduling Team by phone on 6145 3110.

Supports delivered as part of a Program of Supports are not subject to the short notice cancellation rules, and are applied as per the NDIS Pricing Arrangements and Pricing Limits. Rise will provide Programs of Support to clients attending Group Activity services, and receiving Supported Independent Living, and;

- Charge up to 4 weeks of non-attendance (increased from the original two weeks)
- Charge for non-attendance beyond 4 weeks if absence is on-going and the client advises they would like to continue the Program of Support. If after 4 weeks the client advises they do not want to continue, the Program of Support will end
- Clients will need a new Program of Support and Schedule of Support to recommence services
- New Programs of Support will be for six month durations (increased from the original three months)
- Clients can cancel programs of supports with two weeks' notice and will not be charged beyond that point

Where Rise cancels a support, there will be no charge to the Client. Rise will communicate changes to support by the Clients preferred means of communication.





Rise Responsibilities

As a Provider, Rise is responsible to:

- Adhere to the NDIS Quality and Safeguards Commission requirements, Restrictive Practices, Code of Conduct and the NDIS Act
- With consent or direction from the Client, consult and provide supports through collaboration with other providers, including health care and allied health providers, to share the client's information, manage risks to them and meet their needs
- Provide reasonable notice for any changes
- Communicate openly and honestly
- Treat the Client with courtesy and respect
- Follow Behaviour Support Plans (BSP) that have been approved for Clients
- Respond to Client compliments, complaints and feedback openly and honestly
- Protect the Client's privacy and confidential information, in accordance with the Privacy Act 1988
- Provide supports in a manner consistent with all relevant laws
- Declare any relevant conflict of interest

Responsibilities of Client / Client's Legal representative

The **Client / Client's legal representative** agrees to:

- Work with Rise to help us understand how the Client wishes the supports to be delivered to meet the Client's needs
- Treat Rise staff with courtesy and respect
- Communicate with Rise if the Client has any concerns about the supports being provided
- Let Rise know immediately if the Client's NDIS plan is extended or replaced by a new plan.





Payments

Rise will claim payment or invoice for supports once provided.

Clients who Self Manage or are Plan Managed will be invoiced for supports delivered by Rise.

Supports may be suspended if accounts are not paid in full within 30 days from date of invoice or funding is not available from NDIA to claim.

The Client agrees to continue payment for supports delivered by Rise until either party ends this Agreement.

Pricing

Rise will always charge the maximum allowable rate as per the NDIS Pricing Arrangements and Price Limits current on the date the service is provided or the agreed privately funded pricing.

Prices for Rise NDIS funded supports can be found at:

<https://www.risenetwork.com.au/rise-services/people-with-disability/ndis>

In the event of a price change by NDIS resulting in a negative impact of support hours, Rise will contact the Client and discuss best options moving forward.

Rise has a Crisis and Emergency Response Plan to guide our response to an emergency incident and/or business disruption event that would otherwise prevent the continuation of services to an NDIS client. In the event of a pandemic or natural disaster, Rise can charge for additional related support costs in line with NDIS guidelines.





Goods and Services Tax (GST)

Rise will charge GST in accordance with Australian Taxation Office (ATO) guidelines.

When clients/representatives approve Schedules of Support they are also confirming that they are a NDIS participant, have a current funding plan and sufficient NDIS funding to cover supports. This confirmation is required to ensure Rise applies the correct GST rates for these services as required by the ATO.

In order for Rise to best support clients to reach their goals, a copy of current funding plans will be requested, however it is at the client/representative discretion whether this is shared.

Changes to the Schedule of Supports

Future changes in legislation may require Rise to update the Service Agreement/Terms and Conditions. The most current version of the Service Agreement template and Terms of Agreement will be available at all times to view on the Rise website

(<https://www.rise.org.au/awcontent/Web/Documents/NDIS-Support-Terms-and-Conditions-2023116.pdf>) and supersedes those approved in the original agreement.

Ending this Service Agreement

Either party may end this Agreement by providing 30 days written notice, or earlier by agreement.

In the event of an unplanned departure from Supported Independent Living, due to irretrievable breakdown of supports or the passing of a client, Rise is authorised to claim for 28 days or 4 weeks as per the NDIS pricing arrangements.





Serious breaches by either party, may result in immediate termination of this agreement.

Feedback, complaints and compliments

Rise welcomes feedback from Clients. If the Client wishes to give Rise feedback, including making a complaint or providing a compliment, Rise can be contacted on:

Phone: 08 6274 3700

Email: contactrise@risenetwork.com.au

Address: 41a Great Northern Highway, Middle Swan WA 6056

Or use the feedback page at <https://www.risenetwork.com.au/contact-us/feedback>.

If the Client wishes to escalate their concern within Rise, they can contact:

Director Disability, Mental Health and Youth Services

Phone: (08) 6274 3700

Email: Servicedeliverymanagement@risenetwork.com.au

Address: 41a Great Northern Highway, MIDDLE SWAN, WA, 6056

Marked "CONFIDENTIAL: Attention Director Disability, Mental Health and Youth Services"

Alternatively, the Client can contact:

- NDIS Quality and Safeguards Commission on 1800 035 544
- National Disability Insurance Scheme on 1800 800 110

