



SERVICE AGREEMENT

COMMONWEALTH HOME SUPPORT PROGRAM

Service Agreement

We are funded by the Australian Government Department of Health, Disability and Ageing under the Commonwealth Home Support Program to provide home support services in the categories we are registered for, with a view to helping eligible people maximise their independence.

We will provide Support Services in accordance with the Care Plan we develop with you, having regard to your needs, goals and abilities and the Government assessed Support Plan.

This document is made up of several parts. Together they form a legally binding agreement.

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This is where we include details about you, us and your Client Contributions. It also captures other information you have provided to us or we have confirmed with you. It is important you ensure this information is accurate.	
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This includes a copy of the Access Approval that entitles you to access Support Services under the Commonwealth Home Support Program.	

Agreement Details

Client Details		
Name (You/Client)		
My Aged Care ID		
Contact Details	Address	
	Phone	
	Email	
Date of Birth		
Authorised Representative(s)	Full Name	
	Address	
	Phone Number(s)	
	Email	
	Type of authority	<i>(eg enduring power of attorney, guardian, financial manager)</i>
	Full Name	
	Address	
	Phone Number(s)	
	Email	
	Type of authority	<i>(eg enduring power of attorney, guardian, financial manager)</i>
Supporter(s) (if any) (as registered with the System Governor)	Full Name	
	Nominated Information Recipient	<input type="checkbox"/> No <input type="checkbox"/> Yes, meaning you consent to this Supporter receiving information about you in connection with this Agreement.
	Address	
	Phone	
	Email	
	Full Name	
	Nominated Information Recipient	<input type="checkbox"/> No <input type="checkbox"/> Yes, meaning you consent to this Supporter receiving information about you in connection with this Agreement.
	Address	
	Phone	
	Email	

Service Provider	
Name (Us/We/Our)	Rise Network Inc
ACN/ABN	84 378 990 136
Address	41a Great Northern Highway Middle Swan WA 6056
Phone Number	(08) 6274 3700
Your Service Provider Contact	
Registration Categories	<input checked="" type="checkbox"/> Home and community services <input checked="" type="checkbox"/> AT-HM <input checked="" type="checkbox"/> Advisory and Support Services <input checked="" type="checkbox"/> Personal Care and Support in the Home or Community (including Respite) <input checked="" type="checkbox"/> Nursing and Transition Care <input type="checkbox"/> Residential Care

Support Services		
Service	Contribution	Associated Provider intended to deliver? (Y/ N)

Client Contributions	
Client Contributions	It's agreed that: <input type="checkbox"/> You will pay the Client Contribution outlined above. The Client Contribution may change in accordance with clause C4.
Payment Method	Payments must be made by: <input type="checkbox"/> Direct debit <input type="checkbox"/> Centrepay <input type="checkbox"/> Other: [please specify]
Payment Cycle	Payments must be made monthly. Your first payment is due on the date stated on your invoice. Invoices are generated monthly at the start of the month following the service delivery.
Client Contribution Adjustment	You will be notified in writing with a minimum of 14 days' notice if there are any adjustments to your client contributions.
Date Client Contributions Increase	You will be notified in writing with a minimum of 14 days' notice of any increases to client contributions.

Service Period	
Transfer from another provider?	<input type="checkbox"/> No <input type="checkbox"/> Yes Exit date from previous provider: _____
When Support Services commence	

When Support Services end	We and you can end this Agreement as set out in Part D. Services can also be suspended as set out in clause B5.
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Extra Conditions	
<input type="checkbox"/> No <input type="checkbox"/> Yes (see below)	<p><i>[insert any extra conditions here]</i></p>

Agreement Dates	
Date of this Agreement	
Date of annual Agreement review (see clause D4)	12 months after the Start Day, being <i>[enter date here]</i>

Signing Page

Acceptance of Support Services

This Agreement will apply, as if you had signed it, if you accept Support Services in accordance with this Agreement.

Right to withdraw from this Agreement

You can withdraw from this Agreement at any time prior to your Start Day within 14 days of entering into this Agreement by notifying us that you want to withdraw. If you choose to withdraw within that time, this Agreement has no effect and we will refund any amounts you have paid us in advance.

You can also terminate this Agreement at any time in accordance with clause D18.

Our use of the Data Exchange

We are required to report on the delivery of Support Services to the Department via the Government's Data Exchange system. This means that Personal Information may be shared with Government, in accordance with clauses D12 and D13.

We may also use the Data Exchange as a client record system, which will mean certain Personal Information is stored by DSS on the Data Exchange, with your consent. If so:

- Personal information (other than your My Aged Care ID) that is stored by DSS on the Data Exchange will only be disclosed to us for the purposes of managing your case.
- Your client record can be set up to include your name and address. This assists us to manage your record but will require DSS to collect Personal Information about you, which DSS will only do with your consent.
- You are not required to provide your name and address to DSS.
- If you do not consent to the collection of your Personal Information, this will not affect the services provided to you.
- You can ask for this information to be removed by DSS at any time.

Opportunity to receive information and obtain independent advice

You are entitled to make informed decisions. You acknowledge that:

- You have had a reasonable opportunity to have this Agreement explained to you.
- You have been able to ask questions about this Agreement and the Commonwealth Home Support Program.
- You have been able to request information from us as is reasonably necessary to assist you to choose services that best meet your goals, needs and preferences, within the limits of the resources available.
- You have been able to obtain independent advice (including legal and financial advice).
- You are satisfied with all elements of the manner in which Support Services will be provided.

Opportunity to have someone assist you consider and negotiate this Agreement

You acknowledge that:

- You have been involved in the development and negotiation of this Agreement.
- We have given you the opportunity to have someone present during the development and negotiation of this Agreement, such as a Supporter, family member, carer or advocate.

Part A: Statement of Rights

A1 Independence, autonomy, empowerment and freedom of choice

- (1) An individual has a right to:
- (a) exercise choice and make decisions that affect the individual's life, including in relation to the following:
 - (i) the funded aged care services the individual has been approved to access;
 - (ii) how, when and by whom those services are delivered to the individual; and
 - (iii) the individual's financial affairs and personal possessions;
 - (b) be supported (if necessary) to make those decisions and have those decisions respected; and
 - (c) take personal risks, including in pursuit of the individual's quality of life, social participation and intimate and sexual relationships.

A2 Equitable access

- (1) An individual has a right to equitable access to:
- (a) have the individual's need for funded aged care services assessed, or reassessed, in a manner which is:
 - (i) culturally safe, culturally appropriate, trauma-aware and healing-informed; and
 - (ii) accessible and suitable for individual's living with dementia or other cognitive impairment; and
 - (b) palliative care and end-of-life care when required.

A3 Quality and safe funded aged care services

- (1) An individual has a right to:
- (a) be treated with dignity and respect;
 - (b) safe, fair, equitable and non-discriminatory treatment;
 - (c) have the individual's identity, culture, spirituality and diversity valued and supported; and
 - (d) funded aged care services being delivered to the individual:
 - (i) in a way that is culturally safe, culturally appropriate, trauma-aware and healing-informed;
 - (ii) in an accessible manner; and
 - (iii) by aged care workers of registered providers who have appropriate qualifications, skills and experience.
- (2) An individual has a right to:
- (a) be free from all forms of violence, degrading or inhumane treatment, exploitation, neglect, coercion, abuse or sexual misconduct; and

- (b) have quality and safe funded aged care services delivered consistently with the requirements imposed on registered providers under this Act.

A4 Respect for privacy and information

- (1) An individual has a right to have the individual's:
 - (a) personal privacy respected; and
 - (b) personal information protected.
- (2) An individual has a right to seek, and be provided with, records and information about the individual's rights under this section and the funded aged care services the individual accesses, including the costs of those services.

A5 Person-centred communication and ability to raise issues without reprisal

- (1) An individual has a right to:
 - (a) be informed, in a way the individual understands, about the funded aged care services the individual accesses; and
 - (b) express opinions about the funded aged care services the individual accesses and be heard.
- (2) An individual has a right to communicate in the individual's preferred language or method of communication, with access to interpreters and communication aids as required.
- (3) An individual has a right to:
 - (a) open communication and support from registered providers when issues arise in the delivery of funded aged care services;
 - (b) make complaints using an accessible mechanism, without fear of reprisal, about the delivery of funded aged care services to the individual; and
 - (c) have the individual's complaints dealt with fairly and promptly.

A6 Advocates, significant persons and social connections

- (1) An individual has a right to be supported by an advocate or other person of the individual's choice, including when exercising or seeking to understand the individual's rights in this section, voicing the individual's opinions, making decisions that affect the individual's life and making complaints or giving feedback.
- (2) An individual has a right to have the role of persons who are significant to the individual, including carers, visitors and volunteers, be acknowledged and respected.
- (3) An individual has a right to opportunities, and assistance, to stay connected (if the individual so chooses) with:
 - (a) significant persons in the individual's life and pets, including through safe visitation by family members, friends, volunteers or other visitors where the Participant lives and visits to family members or friends;
 - (b) the individual's community, including by participating in public life and leisure, cultural, spiritual and lifestyle activities; and
 - (c) if the individual is an Aboriginal or Torres Strait Islander person—community, Country and Island Home.

- (4) An individual has a right to access, at any time the individual chooses, a person designated by the individual, or a person designated by an appropriate authority.

Part B: Service Overview

B1 Support Services we will provide

- (1) We will work with you to develop a person-centred Care Plan which reflects your Government assessed Support Plan and which takes into account:
 - (a) your choices, life goals and strengths;
 - (b) your service delivery preferences and cultural preferences; and
 - (c) your assessed needs, capacity and unique circumstances, taking into account any changes to them.
- (2) The Support Services we can provide to you will be outlined in your Care Plan.
- (3) We will review Care Plan at least once every 12 months after the Start Day.
- (4) You can also request a review of your Care Plan, with a view to ensuring that you can set individual goals and receive Support Services most appropriate to your assessed care needs and resources.
- (5) If you have any conditions included on an approval of service type or a funded aged care service, this may affect the Support Services we provide.

B2 Involvement in decision making

- (1) You are entitled and encouraged to:
 - (a) be involved in decisions concerning the Support Services you receive; and
 - (b) let us know if you would like us to make changes to the way Support Services are delivered to you, including how, when and by who Support Services are provided.
- (2) We will:
 - (a) let you know if we are able to provide Support Services at a different time and/or in a different manner based on the nature of the Support Services, your needs and/or available personnel, and work with you to identify how we may be able to change the way in which Support Services are delivered; and
 - (b) do this by involving you in the regular reviews we undertake and responding to any requests you make.

B3 Support Services we will not provide

- (1) You acknowledge that we cannot provide Excluded Support Services or Support Services we are not authorised to provide.
- (2) We can refuse to provide a particular Support Service if:
 - (a) we assess that the Support Service is unsafe or outside the scope of our practice; or
 - (b) that the Support Service is unavailable or if we are unable to secure a suitable service provider.

B4 Service delivery

- (1) We will develop a Service Schedule with you, setting out the proposed or intended days and times Support Services are to be provided. We may need to reschedule Support Services, for example because people are unable to attend to assist you. If this happens, we will work with you to reschedule Services to an acceptable day and time.
- (2) You must be at your Home or other agreed location between the designated or agreed times to receive Support Services, unless we agree to provide Support Services while you are absent. It is your responsibility to advise us if you do not want Support Services on a particular day.
- (3) You can change or cancel your Support Services by providing us with at 24 hours' notice in accordance with our Cancellation Policy. If you don't cancel Support Services in accordance with the Cancellation Policy and are absent you will still be charged any Client Contributions payable had the service been delivered.
- (4) You must provide attending personnel or volunteers with enough supplies (such as cleaning products) to be able to carry out their duties. Any supplies provided must be of a reasonable standard as directed by us. You must allow attending personnel to complete and perform their duties in the time allocated to you. Please contact your Service Provider Contact if you require extra assistance.
- (5) You must tell us about anything which relates to or may affect us providing Support Services to you. For example, if you believe that the Support Services may pose a risk or danger to you, you must immediately tell the attending personnel of your concerns.

B5 Suspending Support Services

- (1) You can suspend the Support Services by notifying us of the period you want to suspend the Support Services.
- (2) We may suspend the Support Services (in full or in part) if, in our opinion:
 - (a) we cannot verify that you are eligible to receive funded Support Services;
 - (b) your conduct or the conduct of any person related to or associated with you or the environment in which personnel are asked to provide Support Services is or may be an occupational health and safety hazard, or may cause us or our contractors to be in breach of legal obligations;
 - (c) if any personnel have been verbally abused or assaulted in the course of providing Support Services;
 - (d) we are unable to engage sufficient personnel to provide Support Services to you;
 - (e) you have not paid a Client Contribution or any other amount payable under this Agreement or are likely to not make a payment for a reason within your control;
 - (f) you have exceeded or may exceed any service limits or caps set by the Government for the CHSP based on the value and/or duration of Support Services;
 - (g) funding for all or part of the Support Services is likely to be suspended or withdrawn;
 - (h) you do not allow us to conduct a Care Plan review; or
 - (i) for any other reason we need to suspend all or part of the Support Services in order to respond to an event beyond our control and during that time we discharge our legal obligations in relation to the delivery and management of CHSP.

- (3) If we decide to suspend Support Services, we will let you know:
 - (a) the reasons for our decision;
 - (b) any action we intend to take; and
 - (c) any action you may need to take.
- (4) We will resume providing Support Services as soon as reasonably practicable, failing which, we may terminate this Agreement.

B6 Who provides Support Services

- (1) Support Services will be provided to you in full or in part by us and/or an Associated Provider we consider suitable.
- (2) If you don't believe those providing Support Services are suitable, we will work with you to identify what changes can be made.
- (3) If we engage an Associated Provider to provide Support Services to you we are still responsible for ensuring Support Services are provided to you in accordance with our responsibilities under this Agreement.

B7 You must be eligible for the CHSP

- (1) You must have an Access Approval for the Commonwealth Home Support Program.
- (2) You must assist us to determine or verify that you are eligible for funded Support Services, including undergoing necessary assessments or reassessments. You must also provide us with any information we reasonably require (as notified) to determine or verify the Support Services you require and/or your eligibility to receive Support Services.
- (3) We are not obliged to provide Support Services without funding and we may suspend or cease to provide Support Services to you if we believe that you are no longer eligible, or if funding for the Support Services ceases or is withdrawn.

B8 Change in circumstances

You must tell us about any change in your circumstances that could impact on:

- (1) your eligibility to receive Support Services, including any changes to your Access Approval;
- (2) us accessing your Home or dealing with others at your Home; or
- (3) your ability to pay the Client Contributions.

B9 Service Delivery Standards

When we are providing Support Services, we will:

- (1) ensure that our attending personnel or volunteers hold all necessary qualifications and meet the worker screening requirements under the Aged Care Act and any applicable State / Territory law; and
- (2) take reasonable steps to ensure our workers comply with the Aged Care Code of Conduct.

B10 Requesting a change to your Support Services

- (1) You must notify us, preferably in writing if you would like us to change your Care Plan or stop providing Support Services. We will implement a change as soon as practicable based on the period of notice we receive.
- (2) We can only implement a change that aligns with your Support Plan.

B11 Your Service Provider Contact

- (1) You will be allocated a Service Provider Contact who will:
 - (a) liaise with you about necessary reviews and assessments; and
 - (b) work with you to develop and give effect to your Care Plan.
- (2) Your Service Provider Contact is the first person to contact if you have any questions or concerns about your Support Services.

B12 Medical emergencies

- (1) We are not a medical service provider. If our personnel are present in the event of a medical emergency, ambulance support will be sought. You will be responsible for the costs of the ambulance and any medical treatment you are given.
- (2) If you need urgent care, please contact your general practitioner or dial 000.

Part C: Client Contributions

C1 Payment of Client Contributions

- (1) We are dependent on Government funding and Client Contributions to deliver the Support Services.
- (2) You must pay a Client Contribution and any other applicable fees referred to in Division 3 of Part 3 of Chapter 4 of the Aged Care Act.
- (3) Your Client Contributions must be privately funded by you and cannot be funded using other government funding such as from a support at home budget.
- (4) If we stop providing Support Services, your Client Contributions will be payable up to the last date, with any necessary adjustment to be made as soon as practicable.

C2 Determining your Client Contributions

- (1) You must provide us with any information we reasonably require to determine the Client Contributions you must pay (if any), including information concerning your income and assets.
- (2) You should contact your Service Provider Contact if you would like your Client Contributions reviewed.

C3 Timing of payments

- (1) You must pay us the Client Contributions in accordance with the Payment Cycle or as directed by us.

C4 Changes to your Client Contributions

- (1) The Client Contributions payable for the Support Services will be set and varied:
 - (a) in accordance with the requirements of the CHSP and our Client Contributions Fee Schedule; and
 - (b) if Client Contributions are set by Government, in accordance with the requirements under the Aged Care Act.
- (2) If at any time we have agreed that no Client Contributions are payable, we can only reinstate or require you to pay Client Contributions which meet the requirements of the CHSP by giving you at least 14 days' notice of the change or any other period of notice prescribed under the CHSP.
- (3) Your Client Contributions will vary in line with any applicable funding changes, on and from the date a funding change takes effect.
- (4) Subject to the requirements of the CHSP, we may also:
 - (a) review and adjust your Client Contributions in accordance with the Client Contribution Adjustment or in any other manner agreed; and
 - (b) adjust your Client Contributions by an amount we reasonably determine to be necessary to recover any additional tax, duty, costs and/or expenses directly or indirectly payable or incurred by us in connection with this Agreement, with a change to take effect 14 days after written notice of the new Client Contribution is given to and accepted by you.
- (5) If an adjustment will result in the amounts we charge exceeding any caps or limitations under the Aged Care Act or the requirements of the CHSP, an adjustment will be made up to the maximum amount permitted.

- (6) If and when Client Contributions are set under the Aged Care Act:
- (a) you must provide us with any information we reasonably require to determine, verify or review your Client Contributions;
 - (b) you must pay the required Client Contributions to continue receiving Support Services, as referred to in Division 3 of Part 3 of Chapter 4 of the Aged Care Act; and
 - (c) your Client Contributions will also change in accordance with the Aged Care Act.

C5 Claiming funding

- (1) You authorise us to claim and receive all funding or subsidies available to us in connection with the provision of the Support Services.

C6 Payment by direct debit or Centrepay

- (1) At our request, you must provide us with a direct debit authority for the payment of the Client Contributions and any other amounts you need to pay under this Agreement.
- (2) Deductions will be made in accordance with the Payment Cycle or if a payment date falls due on a weekend or a public holiday, the next working day.
- (3) You must not cancel or suspend the direct debit authority unless alternate payment arrangements acceptable to us are made.
- (4) If you believe you may have insufficient funds in your nominated account to pay us, you must notify us immediately to avoid bank charges and make alternate payment arrangements. We will pass on any fees charged by our bank.
- (5) If we agree to payments being made by Centrepay, and the Department stops payment through Centrepay, you must then pay your Client Contributions and any other amounts payable under this Agreement by direct debit and provide the required direct debit authority.
- (6) Once this Agreement has ended your direct debit authority must not be cancelled until all outstanding costs and charges have been paid.

C7 Interest on late payments and costs if you default

- (1) If you do not pay your Client Contribution and any other amounts due under this Agreement on time, we may, at our discretion, charge you interest on the unpaid amount at a rate equivalent to the MPIR at the time payment was due. Interest will be charged for the period over which payment was late, compounding weekly.
- (2) If you breach this Agreement, you must also pay or reimburse us on demand all costs, charges, losses, expenses and damages we reasonably incur as a result of the breach.

C8 GST

- (1) Support Services may be GST-free under GST laws, including if the Support Services are funded by Government or are of a type the GST laws state are GST-free.
- (2) You must pay any applicable GST or similar tax that is payable on or in connection with the Support Services at the time a taxable supply arises.

Part D: Rights and Responsibilities

D1 Legal rights and obligations

- (1) You have rights and responsibilities at law, including under the Statement of Rights and the Australian Consumer Law.
- (2) On delivering Services we must take all reasonable and proportionate steps to act compatibly with your rights under the Statement of Rights, taking into account:
 - (a) competing or conflicting rights; and
 - (b) the rights and freedoms of others.

D2 Your right to information about your Support Services

- (1) You are entitled to make informed decisions. You can ask us for more information to assist you to understand the decisions you can make in relation to the Support Services you receive, including making decisions about Support Services that best meet your goals and assessed care needs within the limits of funding and other resources.
- (2) You can access records and information we hold about you or concerning this Agreement in accordance with the Aged Care Act. You can also authorise others permitted by the Aged Care Act to access those records and information and we will facilitate that in accordance with the Aged Care Act.
- (3) On request, we will provide you with a copy of your current Care Plan.
- (4) Within seven days of receiving a request, we will also give you:
 - (a) a clear and simple presentation of our financial position; and
 - (b) if we are required to prepare audited accounts under the *Corporations Act 2001* (Cth), a copy of the most recent version of our audited accounts or, if we are part of a broader organisation, a copy of the audited accounts of our aged care component.
- (5) We will also provide you with other financial information relevant to your Support Services, if you request it in accordance with the Aged Care Act.

D3 Appointing an advocate, Supporter or other representative

- (1) You are entitled to be supported by an advocate or other person, including a Supporter.
- (2) You can also appoint a representative to act on your behalf, such as an attorney, guardian or financial manager.
- (3) A Supporter may with your consent do things such as:
 - (a) receive information about you; and
 - (b) communicate your decisions and preferences,so long as they are registered with the System Governor and authorised to do so under the Aged Care Act. A Supporter cannot make decisions on your behalf.
- (4) You must:
 - (a) tell us if your advocates, Supporters and/or authorised representatives change; and

- (b) provide us with any information we reasonably require to verify who your advocates, Supporters and authorised representatives are and what they are authorised to do (or they must do so on your behalf).
- (5) If we have concerns about whether an advocate, Supporter or representative is fulfilling their duties we may:
- (a) raise our concerns with the Government;
 - (b) seek the appointment of a formal or different decision maker; and/or
 - (c) make changes to the way we interact with them, including how we handle or communicate information.

D4 Reviewing this Agreement

- (1) We will review this Agreement:
- (a) at least once every 12 months after the Start Day; and
 - (b) at your request,
- to consider whether any changes should be made to this Agreement.
- (2) You have an opportunity to participate in these reviews.
- (3) Any changes to this Agreement following a review must be made in accordance with clause D21.

D5 Preventing damage to your Home

- (1) We will take reasonable steps to prevent our personnel from damaging your Home (including things in your Home) in the course of providing the Services (beyond fair wear and tear).
- (2) You accept that some damage may occur because of the existing state and condition of your Home (including pre-existing damage that may be exacerbated by the Support Services), any specific consumables you use or we provide and you accept and/or directions you give for the manner in which Support Services are undertaken or provided.
- (3) You must promptly let us know if you believe we have damaged your Home or things in your Home and allow us to verify the extent or nature of that damage.

D6 Providing a safe environment

- (1) You must assist us to ensure that personnel can work in a safe environment. For example, you must:
- (a) ensure your Home is safe to enter and free of hazards;
 - (b) ensure there is unobstructed access and adequate space for personnel to work in;
 - (c) not ask personnel to engage in hazardous manual tasks;
 - (d) make sure things in your Home, including equipment, is safe, fully functioning and well maintained and use equipment we provide to assist personnel, such as lifting equipment;
 - (e) treat personnel with dignity and respect;
 - (f) not abuse, bully or harass personnel or discriminate against them; and
 - (g) co-operate with personnel.

- (2) You must assist us to ensure that we can provide a safe working environment by way of taking steps to ensure that your relatives, friends and visitors are aware of and comply with our expectations of you.

D7 Infection control

- (1) To assist us to manage infection risks you must provide us with any information we reasonably require about your immunisation history.
- (2) You must immediately tell us if:
 - (a) you have any cold or flu-like symptoms, or any other infection or illness that may put personnel at risk;
 - (b) you have been in contact with others who have an infection or illness that may put you or others at risk; or
 - (c) you have been advised to take particular precautions in relation to your health or the health of others, including any requirement for you to limit or manage your contact with others in a particular way.
- (3) You must also follow any reasonable procedures we outline in connection with infection control.

D8 Use of and damage to equipment

- (1) As part of the Support Services it may be necessary for us or our contractors to provide you with access to certain equipment or bring equipment into your Home. You are responsible for paying or reimbursing us or our contractors (and must at our direction do so) for any loss or damage, costs of repairs and/or replacement or equipment you damage or which you allow to be damaged by an unauthorised user.

D9 Reporting outcomes to the Government

- (1) As part of the CHSP, we may be required to share or exchange data about our activities with third parties. This includes providing reports to Government on outcomes associated with funding we receive. To the extent that such information concerns you, information will be handled in accordance with all applicable Laws, including Privacy Laws.

D10 Government not liable

- (1) Although funding for the Support Services has been provided by the Government, the material contained in this Agreement does not necessarily represent the views or policies of the Government.

D11 Privacy and protection of Personal Information

- (1) The information that we collect from you under and in connection with this Agreement includes your Personal Information. Your Personal Information is protected by law, including by the Privacy Laws.
- (2) We have obligations to:
 - (a) ensure the protection of your Personal Information;
 - (b) only use your Personal Information for a purpose:
 - (i) connected to the delivery of Support Services; or
 - (ii) for which the Personal Information was given to us;

- (c) unless you consent we must not disclose your Personal Information to others, other than for a purpose:
 - (i) connected to the delivery of Support Services;
 - (ii) for which the Personal Information was given to us; or
 - (iii) of complying with our legal obligations; and
 - (d) ensure your Personal Information is protected by security safeguards that are reasonable in the circumstances to take against the loss or misuse of information.
- (3) We recognise your right to personal privacy and guarantee that we will take all reasonable steps to protect the confidentiality of your Personal Information as far as legally permissible in accordance with Privacy Laws.
- (4) Our personnel also have rights in relation to their privacy. On request, you must:
- (a) provide us with any information we reasonably require about devices in your Home that film or record personnel and/or their interactions with you; and
 - (b) comply with any reasonable policies we provide to you about how the presence of those devices and/or the filming or recording of personnel should be brought to their attention, which may include without limitation, installing signage in your Home.
- (5) Further information about the way we manage Personal Information is set out in this Agreement and our privacy policy, a copy of which is available on request. We may also provide you with other policies about how we handle Personal Information which should be read along with this Agreement.
- (6) You must contact us if you would like to see any of your Personal Information or if you have questions or complaints about the handling of your Personal Information.

D12 Collection of your My Aged Care ID

- (1) The Department provides grant funding to providers of aged care services under the CHSP.
- (2) We and other CHSP providers must report on the delivery of CHSP services to the Department via the Data Exchange, which is hosted by DSS.
- (3) DSS on behalf of the Department collects information (including information about the services you receive and an encrypted version of your 'My Aged Care ID') from us as your CHSP provider and stores this information as a de-identified record in the Data Exchange. This protected information is a mandatory requirement and is not used by DSS for any purpose.

D13 Uses and disclosures of your My Aged Care ID in the Data Exchange

- (1) DSS on behalf of the Department discloses a subset of this information (including an encrypted MAC ID) to the Department periodically in order to monitor provider compliance with funding grant conditions (the compliance purpose). This is authorised under s 573(1) of the *New Aged Care Act 2024* (Cth).
- (2) The Department will decrypt your My Aged Care ID in order to reidentify you and verify information about CHSP services provided to you for the compliance purpose. The Department cannot undertake compliance monitoring activities without this information.

D14 How DSS uses and discloses Personal Information other than My Aged Care ID in the Data Exchange

- (1) DSS on behalf of the Department uses your information in the Data Exchange to produce and share de-identified data and data visualisation reporting products to the Department and providers, for reporting and research purposes.
- (2) DSS uses your information in the Data Exchange to produce information for policy development, grants program administration, and research and evaluation purposes. DSS also shares data with organisations and agencies for reporting and research purposes. DSS de-identifies all data before use or disclosure so that it cannot be used to re-identify you.
- (3) For more information about how DSS on behalf of the Department will manage your Personal Information, including how you can request access or correction of your Personal Information or make a privacy complaint, see the privacy policy published on the DSS website.

D15 Additional uses of personal information you consent to

- (1) In addition to us sharing information with Government, you consent to us using your Personal Information for the purposes of:
 - (a) providing or procuring Support Services;
 - (b) providing or procuring care and services at your Home as an incident of this Agreement or the other services you receive;
 - (c) claiming and administering funding and supplements;
 - (d) enabling internal administration, quality improvement processes, industry benchmarking and analysis, training, assessments, reviews and investigations into and notification and management of complaints, claims, serious incidents and reportable events; and
 - (e) any other use permitted by Law.
- (2) We may need to disclose Personal Information to third parties who are concerned with or may be concerned with providing or procuring Support Services, including contractors. We may also disclose information to other third parties, including health professionals, advisors, insurers and regulatory authorities. You consent to us doing this. When we disclose Personal Information to third parties, we will seek to ensure it is handled appropriately.
- (3) We may need to request or access Personal Information about you from third parties to allow services to be provided to you, including your family, carers, representatives, general practitioner, medical specialists, allied health providers and others involved in your care. You authorise us to request and access such information.
- (4) If you fail to provide us with the Personal Information we ask for, this may affect the fees and charges you are required to pay under this Agreement and the Support Services we provide.
- (5) You agree that we may consult with your authorised representatives and emergency contact person(s) (as advised to us) and that these individuals may act on your behalf and/or receive relevant information. On request, you must provide us with evidence of the authority your representative has to deal with or manage your affairs (or they must do so on your behalf).

D16 Complaints and feedback and whistleblower protections

- (1) You are entitled to make a complaint and provide feedback about any aspect of the Support Services you receive, without fear of reprisal. You are also entitled to enforce your rights, including under the Australian Consumer Law.

- (2) You should promptly contact our designated complaints officer or your Service Provider Contact or any other member of staff if:
 - (a) you have a concern or complaint concerning:
 - (i) us;
 - (ii) the Support Services; or
 - (iii) our handling of Personal Information; or
 - (b) you want to provide feedback.
- (3) You may also be able to make a whistleblower report or disclosure to us, a police officer, an independent aged care advocate, the Department (or an official of the Department) or the Complaints Commissioner.
- (4) A copy of our current Complaints, Feedback and/or Whistleblower Policy(ies) are set out in Part H. We will let you know if these policies change (if they do, we must provide you with at least 14 days' notice of the change).
- (5) If you choose to make a complaint or provide feedback:
 - (a) you can withdraw that complaint or feedback in accordance with the Complaints, Feedback and/or Whistleblower Policy(ies); and
 - (b) relevant information may be shared with the System Governor.
- (6) You may refer your complaint to the Complaints Commissioner or any State or Territory advocacy service, consumer protection agency or any other relevant government body at any time. The Complaints Commissioner can be contacted on 1800 951 822 or by visiting the website www.agedcarequality.gov.au. The contact details of the consumer protection agency in your State/Territory can be found on the Australian Competition & Consumer Commission website (www.accc.gov.au).
- (7) If you suspect, witness or experience elder abuse, you can contact the National Elder Abuse hotline on 1800 353 374.
- (8) If you would like assistance or information about your rights, you can contact the Older Persons Advocacy Network on 1800 700 600.
- (7) You may make a complaint about our handling of your Personal Information to the Office of the Australian Information Commissioner.
- (9) You still need to pay your Client Contributions if you have a complaint.
- (10) You won't be victimised or discriminated against for providing feedback or making a complaint to us or regulators, including the Complaints Commissioner.
- (11) You must contact us if you are having any issues with Associated Providers or attending personnel.

D17 Consumer Advisory Body

- (1) Under the Aged Care Act, participants have an opportunity to join a Consumer Advisory Body.
- (2) We will provide you with information about how you can join a Consumer Advisory Body. Please contact us if you have any questions about this or would like more information about how to join.

D18 How you can end this Agreement

- (1) You can end this Agreement and stop the Support Services at any time on giving us no less than 7 days' written notice.
- (2) You can also end this Agreement and stop the Support Services with immediate effect, by way of written notice to us, if there is consistent and ongoing failure by us to provide the agreed Support Services.

D19 When we can end this Agreement

- (1) We can end this Agreement and stop the Support Services at any time on giving you no less than 14 days' written notice if:
 - (a) you cannot be cared for in the community with the resources available to us;
 - (b) you notify us in writing that you wish to move to a location where we do not provide services;
 - (c) you notify us in writing that you no longer wish to receive services;
 - (d) your needs or condition changes to the extent that you no longer need home care or your needs, as assessed by an approved aged care needs assessor, can be more appropriately met by other types of services or care;
 - (e) you have not paid your Client Contribution or fees for a reason within your control and:
 - (i) you have not negotiated an alternative payment arrangement with us; and
 - (ii) you don't have an application for a Fee Reduction Supplement in place;
 - (f) you have intentionally caused serious injury to a staff member; or
 - (g) you have intentionally infringed the right of one or more of our staff members or other attending personnel who provide the Support Services to work in a safe environment.
- (2) If we end this Agreement because our funding is suspended or withdrawn, we will give you as much notice as reasonably practicable in the circumstances. We will give you a written notice of our reasoning and your rights. Where possible, we will assist you to find an alternative service provider.

D20 Consequences of this Agreement ending

- (1) When this Agreement ends:
 - (a) you must return to us or allow us to collect any of our property or documents provided to you, including any equipment we have lent you;
 - (b) we will liaise as necessary with the Government;
 - (c) we will provide any transitional support we must provide under the CHSP;
 - (d) you must pay any unpaid Client Contributions and other amounts payable under this Agreement;
 - (e) we will deduct from any Client Contributions you have paid in advance any other amounts you must pay us under this Agreement. The balance (if any) will be refunded as soon as practicable; and
 - (f) we will retain and manage health records and other Personal Information in accordance with our legal obligations.

- (2) The termination of this Agreement will not in any way prejudice or affect the rights, duties or obligations of you or us which may have arisen prior to the date of termination.
- (3) The provisions of this Agreement dealing with outstanding payments, indemnities, limitation of liability, confidentiality and privacy and consequences of termination survive the end of this Agreement and may be enforced at any time.

D21 How this Agreement can be varied

- (1) This Agreement can be varied in writing by mutual consent, following adequate consultation between us and you.
- (2) If the Aged Care Act and/or our funding agreement for the delivery of Support Services change in a way that affect this Agreement, for example, the rights and obligations of clients and approved CHSP providers change, this Agreement will be read subject to those changes. We will tell you if a change of Law impacts you and speak to you about how this may affect you.
- (3) In the event of a change to the Support Services and/or the Client Contribution payable under this Agreement, this Agreement will be applied with the updated Support Services and/or Client Contributions.
- (4) If the delivery of Support Services ceases but recommences, the recommenced Support Services will be provided pursuant to this Agreement, unless we expressly agree to new terms (or varied terms) at the relevant time.

D22 Indemnity and limitation of liability

- (1) To the extent permitted by law we are not liable for and you must indemnify, keep indemnified and hold us harmless from and against any liability, claims, damages or expenses of any kind arising directly or indirectly in connection with:
 - (a) services being provided to you by a third party at your request or direction;
 - (b) any services provided to you after your Support Services are transferred to another provider;
 - (c) the suspension or termination of the Support Services at your request;
 - (d) informal services provided to you by your family members, neighbours or friends; and/or
 - (e) your failure to comply with the terms of this Agreement.
- (2) Except to the extent you are entitled to the benefit of one or more of the Consumer Guarantees, we do not provide any guarantees or warranties regarding the suitability, fitness or timing of the Support Services provided under or in connection with this Agreement. To the extent permitted by law, our liability for a breach of a Consumer Guarantee and any other claim you may have under or in connection with this Agreement concerning inadequate or unsuitable services is limited to (at our option):
 - (a) supplying the Support Service or Support Service(s) the subject of the claim again; or
 - (b) paying the cost of having the Support Service or Support Service(s) the subject of the claim supplied again.

D23 Assignment

- (1) So long as we meet our funded CHSP obligations and any other obligations under the Aged Care Act, we may assign or novate all or part of our interest, rights and obligations under this Agreement to a third party. This means that if for example we transfer our government funded CHSP operations to someone else, this Agreement will continue between you and the new provider.

- (2) We will write to you an assignment or novation is to occur. If we do, references in this Agreement to 'us' or 'we' will be taken to be references to the notified new provider, with the change to take effect from the date specified in the notice.
- (3) You may not assign or novate all or any part of your interest, rights or obligations under this Agreement.

Part E: Definitions and General Provisions

E1 Definitions

Meanings apply to capitalised terms used in this Agreement as specified in this clause and any expression used that is defined in the Aged Care Act or the GST Act has that defined meaning, unless the context otherwise requires.

- (1) **Access Approval** means an access approval for CHSP under the Aged Care Act including on the Date of this Agreement the Access Approval set out in 0.
- (2) **Aged Care Act** means the *Aged Care Act 2024* (Cth), the *Aged Care Rules 2025* (Cth) and, to the extent relevant, the *Aged Care Act 1997* (Cth), the *Aged Care (Transitional Provisions) Act 1997* (Cth) and their associated regulations, rules and principles.
- (3) **Aged Care Code of Conduct** means the code of conduct under the Aged Care Act, being on the date of this Agreement the Code of Conduct set out in Part F.
- (4) **Agreement** means this agreement for the provision of Support Services and includes the cover page(s), the Agreement Details and the Parts and any associated documents issued under this agreement, including any variations.
- (5) **Agreement Details** means the details in the tables at the start of this Agreement.
- (6) **Associated Provider** means an associated provider for the purposes of the Aged Care Act, being a contractor or supplier we engage.
- (7) **Australian Consumer Law** means the law set out in in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
- (8) **Cancellation Policy** means our policy regarding the cancellation of Support Services, as notified to you from time to time, being as at the date of this Agreement the policy set out in Part G.
- (9) **Care Plan** means a plan for the delivery of Support Services to you which is developed in consultation with you. It is based on your Support Plan.
- (10) **CHSP** means the Commonwealth Home Support Program, a specialist aged care program under the Aged Care Act.
- (11) **CHSP Program Manual** means the *Commonwealth Home Support Program – Program Manual 2025-2027*, as published by the Australian Government Department of Health, Disability and Ageing and amended from time to time.
- (12) **Client** means:
 - (a) the recipient of the Support Services, as specified in the Agreement Details and ‘you’ and ‘your’ have a corresponding meaning; and
 - (b) includes where the context permits, your authorised representative(s).
- (13) **Client Contributions** means the amounts you may be required to pay to us to contribute to the costs of the Support Services, being as at the date of this Agreement, the amounts specified in the Agreement Details (if any), as varied in accordance with this Agreement.
- (14) **Client Contributions Policy** means our then current policy regarding Client Contributions, which as at the date of this Agreement is the policy set out in Part G, and which is available on request.
- (15) **Client Contribution Adjustment** means the method and process for adjusting Client Contributions, as set out in the Agreement Details or any other method and process agreed, including as set out in the Client Contributions Policy.

- (16) **Complaints, Feedback and/or Whistleblower Policy(ies)** means the policy or policies set out in Part H and/or any additional or replacement policy or policies notified by us in relation to the management or regulation of complaints, feedback and/or whistleblower protections in connection with the provision of Support Services.
- (17) **Consumer Advisory Body** means a consumer advisory body established by us in relation to the Support Services you receive and the area in which they are provided, for the purposes of the Aged Care Act.
- (18) **Consumer Guarantees** means the guarantees set out in Division 1 of Part 3.2 of the Australian Consumer Law.
- (19) **Data Exchange** means the Government data exchange for CHSP.
- (20) **Department** means the Department of Health, Disability and Ageing and includes any successors.
- (21) **DSS** means the Department of Social Services and includes any successor.
- (22) **Excluded Support Services** means prohibited uses of funding as set out in the CHSP Program Manual or as otherwise determined by the Government from time to time.
- (23) **Extra Conditions** means any extra conditions specified in the Agreement Details.
- (24) **Fee Reduction Supplement** means the fee reduction supplement as set out in the Aged Care Act, including under section 231 of the Aged Care Act and section 231-15 of the Aged Care Rules.
- (25) **Government** includes state and federal government departments and agencies who oversee or administer matters relevant to the CHSP, including the Department (as the context permits).
- (26) **GST** means the goods and services tax levied under the GST Act or any other goods and services tax, value added tax, consumption tax or tax of similar effect levied from time to time.
- (27) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (28) **Home** means the address specified in the Agreement Details where we will provide you with Support Services (unless otherwise agreed).
- (29) **Laws** means all relevant State, Territory and Commonwealth laws and regulations and where the context requires, includes all Australian Government policies applicable to the delivery of Support Services under the CHSP.
- (30) **MPIR** means the maximum permitted interest rate under the Aged Care Act at the applicable time.
- (31) **My Aged Care ID** means the identifier allocated to you by Government for the purposes of accessing funded care and support or utilising the My Aged Care portal.
- (32) **Part** means a section of this Agreement with the heading Part.
- (33) **Payment Cycle** means the manner or intervals when Client Contributions and other fees and charges are payable to us, as set out in the Agreement Details, or in the case of an amount which is not payable at regular intervals, on demand and on this Agreement ending, means the date this Agreement ends.
- (34) **Personal Information** means personal, sensitive or health information of or about an individual within the meaning of the Privacy Laws.
- (35) **Privacy Laws** means, to the extent applicable, the *Privacy Act 1988* (Cth) and equivalent State/Territory Laws concerning the handling of personal, health or sensitive information and their respective Australian Privacy Principles, Information Privacy Principles and Health Privacy Principles.

- (36) **Service Provider** means the service provider specified in the Agreement Details or any notified any assignee and 'we', 'us' and 'our' have a corresponding meaning.
- (37) **Service Provider Contact** means the person(s) nominated by us as your contact for the purposes of this Agreement, including on the date of this Agreement any contact set out in the Agreement Details.
- (38) **Start Day** means the date we will start providing Support Services to you under this Agreement, as specified in the Agreement Details, or any other date we start providing support Services to you under this Agreement, which is also the date this Agreement commences.
- (39) **Statement of Rights** means the Statement of Rights under the Aged Care Act, which as at the date of preparing this Agreement is in the form set out in Part A.
- (40) **Support Plan** means a plan that you develop with the Government aged care assessors that outlines your needs and goals, which is used to develop your Care Plan.
- (41) **Support Services** means a funded support service specified in the Support Plan which we are authorised to provide to you as per your Access Approval, including as set out in the Agreement Details.
- (42) **Supporter** means a person or people who are authorised to act as your supporter under the Aged Care Act.
- (43) **System Governor** means the Secretary of the Department.

E2 General

- (1) This Agreement is subject to any Extra Conditions. If there is an inconsistency between an Extra Condition and another provision of this Agreement, the Extra Condition prevails.
- (2) If any one or more of the provisions of this Agreement are held to be illegal, void or voidable whether at your option or otherwise, such provisions must be read down, if possible, so as to be valid and enforceable, or if not, severed from the remaining provisions, which remain binding and enforceable against you.
- (3) If any one or more of the provisions of this Agreement would result in you being treated less favourably in relation to any matter than you would otherwise be treated, under any law of the Commonwealth, in relation to that matter, such provisions are to be read subject to that law.
- (4) A reference to an authority, institution, department, association or body that has ceased to exist, been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity.
- (5) A reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them.
- (6) Any guide or explanatory materials provided to you in conjunction with this Agreement don't form part of this Agreement.
- (7) A failure or delay in exercise, or partial exercise, of a right under this Agreement does not result in a waiver of that right and a party is not entitled to rely on a delay in the exercise or non-exercise of a right under this Agreement as constituting a waiver of that right.
- (8) We may estimate or calculate monthly amounts on the basis of a set number of days in a month (for example, 31 or 30 days). This may mean that the amount payable for a month varies having regard to the actual number of days in the month.

- (9) We may provide you with and ask for information and issue notices to you under this Agreement by email. It is important that you let us know if you'd like us to use another method of communication or if your email address changes.
- (10) Any notice you must provide to us under this Agreement must be in writing, unless:
 - (a) this Agreement or the Aged Care Act permits you to provide notice verbally; or
 - (b) we agree to accept and act on verbal notice.
- (11) This Agreement is to be read in conjunction with and subject to any part of the Aged Care Act which regulates our dealings.
- (12) This Agreement may be executed in any number of counterparts and all the counterparts together constitute one and the same instrument. This Agreement may be executed by hand and delivered by email to the other party in a 'pdf' data file. Execution and delivery in that format will be valid and binding as if the 'pdf' copy was an original.
- (13) We may elect to and/or require you to execute and exchange this Agreement electronically in which case:
 - (a) you must comply with the processes and instructions we provide;
 - (b) a printed or an electronic form of this Agreement with a party's electronic signature(s) appearing will constitute an executed counterpart; and
 - (c) the date, time and location of the electronic execution will be established by us or the utilised electronic execution system.
- (14) Any person who executes this Agreement on behalf of the Client warrants that they are authorised to bind the Client to this Agreement, and all Parts of this Agreement apply to the Client, irrespective of any limitations in the authority of the representative or any disclosure made to us about the authority of the representative.
- (15) This Agreement is governed by and interpreted in accordance with the laws of the State or Territory in which the Support Services are provided and a reference to a 'business day' means a business day in that State or Territory, being a day other than a public holiday or weekend.
- (16) Any notice received by us after 4:00 pm on a business day or on a public holiday or weekend is taken to be given and received on the next business day (unless the Aged Care Act sets out when such notice is received).
- (17) Subject to our obligations under the Aged Care Act, if the CHSP is replaced, we will let you know if we will keep providing services under this Agreement. If a new agreement is required, we will consult with you about how we can continue providing services.

Part F: Aged Care Code of Conduct

- (1) The following applies to us, as the Registered Provider, our responsible persons and aged care workers.
- (2) When providing care, supports and services to people, I must:
 - (a) act with respect for people's rights to freedom of expression, self-determination and decision-making in accordance with applicable laws and conventions; and
 - (b) act in a way that treats people with dignity and respect, and values their diversity; and
 - (c) act with respect for the privacy of people; and
 - (d) provide care, supports and services in a safe and competent manner, with care and skill; and
 - (e) act with integrity, honesty and transparency; and
 - (f) promptly take steps to raise and act on concerns about matters that may impact the quality and safety of care, supports and services; and
 - (g) provide care, supports and services free from:
 - (i) all forms of violence, discrimination, exploitation, neglect and abuse; and
 - (ii) sexual misconduct; and
 - (h) take all reasonable steps to prevent and respond to:
 - (i) all forms of violence, discrimination, exploitation, neglect and abuse; and
 - (ii) sexual misconduct.

Part G: Client Contributions and Cancellation Policy



Commonwealth Home Support Program Fee Schedule

Support Service	Unit of Service	Pricing
Domestic Assistance Personal Care Other Food Services (meal preparation)	Per hour	\$13.50
In Home Day Respite Social Support - Individual	Per Hour	\$12.50
Home Maintenance / Gardening	Per hour/per person	\$16.00
Social Support - Group	Per 5-hour program Per 3-hour program Per 2-hour program	\$13.50 \$8.10 \$5.40
Meal at Social Support Group (including lunch and morning tea)	Per meal	\$12*
Centre Based Respite	Per occasion	\$12.50
Meal at Centre Based Respite (including lunch and morning tea)	Per meal	\$12*
Overnight Cottage Respite	Per night	\$100
Centre based transport and/or group bus transport	Per one way trip	\$3.50
Transport - Up to 10kms	Per one way trip	\$6.50
Transport - 11kms to 30 kms	Per one way trip	\$11
Transport - 31 kms to 60 kms	Per one way trip	\$13
Transport - 61 kms to 99 kms	Per one way trip	\$20.50

* Please note the cost of a meal does vary slightly dependent on the group or activity you are attending

Pricing effective 1 November 2025

Part H: Complaints, Feedback and/or Whistleblower Policy(ies)

Rise welcomes and takes seriously all complaints and feedback. *Rise Complaints and Feedback Policy* is available on request or from the Rise website.

Rise is committed to upholding the Whistleblower Protections of the *Aged Care Act 2024*. Further information about Whistleblower Protections is available on request, or from the Aged Care Quality and Safety Commission website.

A person or organisation wishing to make a complaint or provide feedback may do so online, in writing or verbally to:

- the staff member they were dealing with at the time
- the line manager of that staff member
- a Rise Senior Management, or the CEO or the Board Chairperson
- Rise Quality & Compliance Team by using the Complaints & Feedback form on our website <https://www.rise.org.au/feedback/feedback-form>
- the Health and Disability Services Complaints Office, on 1800 813 583
- the NDIS Quality and Safeguards Commission on 1800 035 544
- the Aged Care Quality and Safety Commission on 1800 951 822
- WorkSafe on 1800 678 198
- any other funding or regulatory body as appropriate

Rise has in place a range of methods to ensure the effective communication of complaints and feedback including hard copy forms, telephone numbers, email and electronic forms.

Part I: Access Approval

[insert]