

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

This Agreement should be read together with the Schedule of Supports.

Schedule of Supports

Rise agrees to provide the Client with a description of each support and the duration of the support to be delivered. These supports will be clearly identified as either **NDIS-funded** or **privately funded** within the Schedule of Supports.

The supports and applicable fees are set out in the **Schedule of Supports**. NDIS-funded supports will be charged in accordance with the current NDIS Pricing Arrangements and Price Limits and, where applicable, are GST-free. [NDIS Pricing Arrangements and Price Limits](#)

Any additional expenses or **unfunded supports** (being supports, goods, services, or activities not covered by the Client's NDIS funding) are the responsibility of the Client or the Client's legal representative. These costs will be clearly identified in the Schedule of Supports. Privately funded supports and services may attract GST where required by law.

Where changes to the Schedule of Supports are required, Rise and the Client will discuss and agree to the proposed changes before they are implemented. Any approved changes will be documented in an updated Schedule of Supports, which will form part of this Agreement.

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



Registered
Provider





Short Notice Cancellations

Where supports are cancelled the NDIS short notice cancellation rules apply, according to the NDIS Pricing Arrangements and Pricing Limits. [NDIS Pricing Arrangements and Price Limits](#)

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

Rise Responsibilities

As a Provider, Rise agrees to:

- Provide supports in accordance with the agreed Schedule of Supports and the Client's individual needs and preferences.
- Deliver supports in compliance with the NDIS Act, NDIS Code of Conduct, NDIS Quality and Safeguards Commission requirements, and any applicable restrictive practice requirements.
- With the Client's consent or direction, collaborate with other service providers, including healthcare and allied health professionals, to coordinate supports, share relevant information, manage risks, and meet the Client's needs.
- Provide reasonable notice of any changes that may affect service delivery.
- Communicate openly, honestly, and respectfully.
- Treat the Client with dignity, courtesy, and respect.
- Follow any approved Behaviour Support Plan (BSP) relevant to the Client.
- Respond to compliments, complaints, and feedback in a timely, fair, and transparent manner.
- Protect the Client's privacy and confidential information in accordance with the Privacy Act 1988 and other applicable legislation.
- Deliver supports in a safe manner and in accordance with all relevant laws, regulations, and standards.





- Declare and appropriately manage any actual, potential, or perceived conflicts of interest.

Responsibilities of Client / Client's Legal representative

The Client and/or their legal representative agrees to:

- Work collaboratively with Rise to ensure supports are delivered in a way that meets the Client's needs, goals, and preferences.
- Treat Rise employees, contractors, and representatives with courtesy and respect.
- Raise any concerns regarding supports or services with Rise as soon as reasonably practicable.
- Notify Rise as soon as possible of any changes to the Client's NDIS plan, funding arrangements, contact details, circumstances, or support needs that may affect service delivery.
- Inform Rise of any changes involving other parties engaged in the management of supports, including Plan Managers, Support Coordinators, Psychosocial Recovery Coaches, or other providers.
- Ensure that, when approving a Schedule of Supports, they are confirming that:
 - the Client is an NDIS participant.
 - the Client has a current NDIS plan.
 - sufficient funding is available to cover the requested supports within the funding period; and
 - Rise has been provided with accurate information regarding the management of the Client's funding.
- Acknowledge that this information is required to enable Rise to correctly apply GST treatment in accordance with Australian Taxation Office (ATO) requirements.
- For self-managed and plan-managed participants, ensure that all necessary arrangements are in place to enable payment of invoices, including any relevant NDIS portal permissions ("My Provide Status") or plan management approvals where applicable.
- Acknowledge that if NDIS funding is exhausted, suspended, unavailable, or insufficient to cover supports delivered, the Client will be responsible for payment of those supports.





- Provide a safe environment for Rise staff and immediately notify Rise of any risks that may affect the health, safety, or wellbeing of staff during service delivery.

Payments

Rise will provide supports and services as outlined in this Agreement and claim payment in accordance with the NDIS Pricing Arrangements and Price Limits

NDIA-Managed Participants

Where the NDIA manages the Client's NDIS funding, Rise will submit claims directly to the NDIA for agreed supports delivered under this Agreement. The Participant is not required to make payment for these supports unless otherwise agreed.

Plan-Managed and Self-Managed Participants

Where the Client's NDIS funding is plan-managed, Rise will submit invoices to the Clients nominated Plan Manager for payment. Where the Client self-manages their NDIS funding, Rise will issue an invoice to the Client for supports delivered. Payment is required within seven (7) days of the invoice date. The Participant agrees to ensure sufficient funding is available within their NDIS plan to cover the supports provided.

Supports may be suspended if accounts are not paid in full within 7 days from date of invoice or funding is not available from NDIA to claim. Rise will engage in debt collector to recuperate invoiced supports provided.

Pricing

Prices for Rise NDIS funded supports can be found at: [NDIS Pricing Arrangements and Price Limits](#)

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.





Goods and Services Tax (GST)

Most NDIS-funded supports and services delivered under a participant's NDIS plan are GST-free. If any support, product, or service provided under this Agreement is subject to GST, the Participant will be advised prior to the service being delivered, and any applicable GST will be clearly identified on invoices.

Rise will charge GST in accordance with applicable Australian taxation laws and Australian Taxation Office (ATO) guidelines.

Changes to Terms and Conditions

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

Where either Party does not meet their responsibilities under this Agreement, Rise and the Client will work together in good faith to address and resolve the issue. If concerns cannot be resolved, or where the safety, wellbeing, or rights of any person are at risk, Rise may review, suspend, or terminate services in accordance with the terms of this Agreement and applicable legislation.

The termination clause requiring either party to give:

- **14 days' written notice** for Community supports, group activities and Positive Behaviour Support (PBS)
- **30 days' written notice** for Supported Accommodation (SIL) and/or Specialist Disability Accommodation (SDA), to support a safe transition to another provider and minimise disruption to the participant's services.





Feedback, complaints, and compliments

The Provider values feedback and encourages Participants to share compliments, feedback, concerns, or complaints about the services they receive. Rise can be contacted on:

Phone: 08 6274 3700

Email: contactrise@risenetwork.com.au

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

If the Participant is not satisfied with the outcome of a complaint, they may contact:

as above and ask to be connected to the Service Delivery Manager for that area.

Alternatively, the Client can contact:

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

