



Service Agreement (in plain English)

This Agreement is made between:

Participant's name: _____

Participant's representative: _____

Participant's NDIS Number: _____

NDIS Plan start date: _____

Participant's Date of Birth: _____

And

Fighting Chance Australia Ltd (ABN 85 140 018 702).

The Schedule of Supports attached to this Service Agreement describes the services that Fighting Chance will provide you, through your NDIS Plan, and the results that we expect.

The terms and conditions associated with our provision of these services are set out in this Agreement.

This Agreement also describes your rights and responsibilities.

Attached to this Agreement is a contact list which needs to be kept up to date.

1. Start and End Dates

This Service Agreement will start on the date in your attached Schedule of Supports.

It ends when either you, or Fighting Chance, end it.

2. Termination of this Agreement

You may end this Service Agreement for any reason by (1) providing us with 24 hours notice of your decision, and (2) telling us in writing.

Fighting Chance may end this Service Agreement if you or your Representative breach either this Agreement, or the Fighting Chance Code of Conduct. Our decision to end this Agreement will take effect 2 weeks after we have provided you with written notice of our intention to end this Agreement.

3. Information sharing

We need important information from you if we are to safely provide you with services. These include your Behaviour Support Plan as well as your Healthcare plans (e.g. epilepsy and medication management plans).

We may not be able to provide all the services you need, and may end this Service Agreement if you, or your Representative do not provide us with the information we need to do our job properly. This includes changes to any of the information you may have already provided to us.

4. Privacy & Confidentiality

We acknowledge an individual's right to privacy while recognising that personal information is required to be collected, maintained and administered in order to provide a safe working environment and a high standard of quality .

The information we collect is used to provide services to participants in a safe and healthy environment with individual requirements, to meet duty of care obligations, to initiate appropriate referrals, and to conduct business activities to support those services.

A full copy of our Privacy & Confidentiality policy has been provided to you previously however it is also available on our website along with our Code of Conduct, and other information relevant to participants. Visit www.fightingchance.org.au

5. Rights and Responsibilities

Fighting Chance agrees to the following.

- We will treat you and your Representative(s) with courtesy and respect.
- We acknowledge your rights and choices.
- We will work with you and your Representative(s) to provide supports that fit your needs and goals.
- We will discuss with you and your Representative(s) how best to provide supports and review your services when you ask us.
- We will listen to your feedback and resolve problems quickly.

- We will keep clear records of our services to you.
- We will only use your personal information to develop and implement your plan. We will not provide any information about you for any other reason unless we have your written permission to do so.
- We will provide invoices that clearly show the services being charged to your plan.

You and your Representative(s) agree to the following.

- We will treat any employees or representatives of Fighting Chance with courtesy and respect, acknowledging their legal and industrial rights to work in a safe environment.
- We will work with Fighting Chance to help ensure that the services meet my needs.
- We will talk with Fighting Chance about any concerns they may raise with me about the services.
- We will notify Fighting Chance of any changes to my NDIS plan that may affect the way they deliver services.
- We will notify Fighting Chance of any changes to the contact details recorded in this Agreement.
- We will notify Fighting Chance of any changes to Behaviour, Medication or other key support plans.
- We will accept the charges for the services provided by Fighting Chance as outlined above.

6. Cancellation of the Schedule's Core Support and "no shows"

If you are unable to attend on a scheduled day, you need to cancel the support by telling the Program Managers. If you cancel a support by 3 pm the day before, we will not charge the fee for the cancelled activity.

If you cancel a Scheduled Support with the Program Manager after 12 noon the day before, this is a 'no show'. Fighting Chance may charge you 90% of the full price of the 'no show' for Scheduled Support.

If a 'no show' happens on a regular basis, Fighting Chance will talk with you about changing this Agreement to better fit your needs.

7. Cancellation of School Leavers Employment Supports (SLES) and CB Employment Supports

If you cannot participate in the SLES program for the following full week, and cancel by 12 noon the Friday before, you will not be charged for that week.

Fighting Chance will charge the full weekly SLES amount if you do not give notice, or if you only attend a part of that week.

If you cannot participate in CB Employment Supports and tell your Program Manager by 12 noon the day before, Fighting Chance will not charge you for the cancelled service.

If you do not tell the Program Manager that you need to cancel by 12 noon the day before, this is a 'no show' and Fighting Chance will charge you 100% of the daily fee.

8. Feedback, Complaints and Disputes

Fighting Chance welcomes feedback about the services we provide. Comments and complaints can help us improve the work that we do. If you or your Representative wish to give feedback to Fighting Chance Australia, contact hello@fightingchance.org.au or phone 02 9905 0415.

You can also contact the NSW Ombudsman at www.ombo.nsw.gov.au, or by calling (02) 9286 1000 (Sydney metro) or 1800 451 524 (rural/regional callers only) if you or your Representative is not satisfied, or does not want to talk to Fighting Chance Australia.

If you or your Representative is not satisfied with our response, or does not want to talk to Fighting Chance direct, then you can contact the NDIS Quality & Safeguards Commission by calling 1800 035 544, or visiting their website at www.ndiscommission.gov.au

9. Variations based on changes to the NDIS Price Guide

The NDIS Price Guide is a summary of price limits that can be charged for supports, and the circumstances in which participants can be charged for such supports. The Price Guide is subject to change. If and when it does change Fighting Chance may also change the price we charge for the supports listed in the Schedule of Supports, as well as the arrangements relating to our charging you for those supports. When we need to do this we will email you and your families beforehand.

10. Goods and services tax (GST)

For the purposes of GST legislation, the parties agree that the supply of services and supports under this Agreement is GST free. If for any reason we charge GST for these services, we will inform you in advance.

11. Invoicing

Fighting Chance will only charge you for direct support in your NDIS plan, and/or transport. Fighting Chance will only claim and/or invoice for service(s) provided to you after they have been delivered.

Fighting Chance will either submit a claim through the NDIA portal weekly (if you are Agency managed) or send an invoice to you (if you are self-managed) or to your plan manager (if you are plan managed) bi-monthly.

For the purposes of services delivered by Fighting Chance, your NDIS plan is: (please tick)

NDIA-MANAGED

You understand that Fighting Chance will claim directly through the NDIA portal if your funding for Fighting Chance is NDIA-managed, so you will not receive any direct request for payment.

(Optional) Please supply me, by email, with monthly statements of account to:

SELF-MANAGED

Please email invoices to: _____

PLAN-MANAGED

Please send invoices to my plan manager:

Plan management organisation	
Contact Name	
Email Address	
Phone number	

OTHER FUNDING (eg. self funded, insurance funding)

Please email invoices to: _____

12. Who can sign this Service Agreement?

A Service Agreement is a legal document which must be signed by you, the Participant who has the legal capacity to sign, or a Representative who has the authority to sign on your behalf, such as a family member, friend or guardian who has responsibility for your financial affairs and decision-making.

13. Agreement Signatures

By signing below, both parties agree to the terms and conditions of this Agreement.

If signed by the Participant:

Signature of Participant: _____ Date: _____

If signed by Representative:

I confirm that this Agreement has been explained to the individual receiving the services and that they agree to the terms. I further confirm that I have authority to sign on their behalf.

Signature of Representative: _____ Date: _____

Signature on behalf of Fighting Chance:

Signature of Representative: _____ Date: _____

Name: _____

Appendix 1 Key Contact Details

Participant's Name	
Participant's Email	
Participant's Phone	
Participant's Address	
Representative's Name	
Representative's Email	
Representative's Phone	

Support Coordinator (if applicable)

Support Coordinator's Name	
Support Coordinator's Email	
Support Coordinator's Phone	

Shared Living/Supported Accommodation/Group Home (if applicable)

House Manager's Name	
House Manager's Email	
House Manager's Phone	

Additional Contacts (if applicable)

Role	
Contact's Name	
Contact's Email	
Contact's Phone	