



BASE Service Agreement (in plain English)

This Agreement is made between:

Participant's Name:

Participant's Person Responsible:

Participant's NDIS Number:

Participant's Date of Birth:

Fighting Chance Accommodation Start Date:

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.

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, as well as providing an opportunity for you to let us know your billing preferences.

1. Start and End Dates

This Service Agreement will start on the date it is signed, or on the date that the participant commences service, whichever comes first.

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

2. Termination of this Agreement

A participant may end this Service Agreement for any reason by (1) providing us with 4 (four) weeks' notice of your decision, and (2) telling us in writing.

Fighting Chance may end this Service Agreement with a minimum of 4 weeks written notice. Fighting Chance will, if possible, provide notice of up to 3 months and assist the participant to find appropriate support elsewhere.

If the vacancy arises from an unplanned exit Fighting Chance will claim 4 weekly amounts in accordance with the NDIS Pricing Arrangement and Price Limits.

3. Information sharing

We need important information from you if we are to safely provide you with services. This may include clinical reports such as Support Plans and Healthcare plans (e.g. behaviour management, epilepsy, medication management, occupational therapy, speech therapy etc).

We may not be able to provide all the services you need, and may end this Service Agreement, if you or your Person Responsible do not provide us with the information we need to deliver services safely. This includes failure to disclose information regarding real or perceived risks or changes to any of the information you may have already provided to us.

4. Privacy and Confidentiality

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

The information we collect is used to provide services in a safe, healthy and individualised way, 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 and Confidentiality policy is available for your review on our website along with other information relevant to you. Visit www.fightingchance.org.au.

5. Rights and Responsibilities

Fighting Chance agrees to the following:

- We will treat you and your Person(s) Responsible with courtesy and respect.
- We acknowledge your rights and choices.
- We will work with you and your Person(s) Responsible to provide support that meets your needs and goals.
- We will discuss with you and your Person(s) Responsible how best to provide support 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 support. 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.
- Where applicable, we will ensure your housing rights, including security of tenure, are upheld, irrespective of any decision/s you make about the provision of other NDIS supports.
- In the event of a natural disaster or other emergency, we will ensure we maintain continued support through external pre-arrangements (unless otherwise directed by law).

You and your Person(s) Responsible 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 their services meet my needs.
- We will talk with Fighting Chance about any concerns they raise with me about service.
- 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 or billing details recorded in this Agreement.
- We will notify Fighting Chance of any changes to key support plans.
- We will accept the charges for the services provided by Fighting Chance as outlined above.

6. Payment

Fighting Chance are providing SIL support under a Program of Support. A program of support is an agreement between a provider and a participant to deliver a set roster of support for a set number of weeks up to a limit of 12 weeks.

The Program of Support (POS) model enables Fighting Chance to better budget for staffing and cost of delivery.

Fighting Chance will claim your Supported Independent Living (SIL) funding from the NDIA in accordance with the provided program of support in line with the relevant NDIS rules, guidelines and terms of business, based on the approved SIL quote.

Fighting Chance will claim Core funding for services that you have requested in addition to your SIL as outlined in your program of support. These extra services will be charged in line with the NDIS Pricing Arrangement and Price Limits, which is inclusive of TTP (Temporary Transition Payment).

At the end of each Program of Support you will have a check-in date. This check-in gives you the chance to ask for any changes you might like. For example, if you have planned holidays or if you are wanting to change the days or times of your current program, you can specify this in your new Program of Supports. If no changes are required, your program of support will roll over for another 12 weeks.

Where your NDIS Plan either expires or funding is depleted, Fighting Chance will continue to provide continuity of service and support you to engage in a plan review.

As per the Family Governance Committee Operating Manual, 'Transport and Transport Allowance', an additional charge may be billed depending on the housemates usage.

Refer to Appendix 4 for breakdown of both SIL and Transport Allowance charges.

7. Variations

Irregular supports

Irregular SIL Supports are intermittent or unplanned events that alter supports initially planned for in the SIL plan budget. Examples of situations where Irregular SIL Supports would be required include a participant falling ill or the cancellation of a day program, so that participants are in their home and require SIL support for a period that was not initially planned and rostered for.

Changes to the NDIS Pricing Arrangement and Price Limits

The NDIS Pricing Arrangement and Price Limits 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 Limits are subject to change. If and when it does change, Fighting Chance may also change the prices we charge for the supports listed in the Schedule of Supports, as well as the arrangements relating to our charging you for those supports. You will be advised of these changes when they arise.

Vacancies

Where a vacancy arises within the home, Fighting Chance follows a process to find the best fit for the house, taking into consideration all existing participants. Fighting Chance does this through the inclusion of the Family Governance Committee which is an integral part of the Intake Process.

Absences

In the event that support is not required due to an unplanned absence Fighting Chance will charge full rates for the first week of this absence and then charge at a minimum rate apportioned to the fixed house operating costs per individual.

With two (2) weeks notice of an absence in writing Fighting Chance will charge at a minimum rate apportioned to the fixed house operating costs for the period of absence.

8. Goods and services tax (GST)

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

9. Quote exclusions:

Additional expenses (i.e. things that are not included as part of your NDIS support) are the responsibility of you or your Person Responsible and are not included in the cost of support. If a participant's personal contribution is required to cover these additional costs, the method for determining this will have been discussed separately with the participant during the development of the Service Agreement. Refer to Appendix 5 for examples of such items.

10. Feedback, Complaints and Disputes

Should you have feedback or concerns in relation to your accommodation or you have concerns or a conflict in relation to your housemates, either the Shared Living House Manager, the Family Governance Committee (depending on the nature of the concern) or the responsible Base Manager will assist to resolve the issues.

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 Person Responsible wish to give feedback to Fighting Chance Australia, contact hello@fightingchance.org.au or phone 02 9905 0415.

If you or your Person Responsible are not satisfied with our response, or you do not want to talk to Fighting Chance directly, then you can contact the NDIS Quality and Safeguards Commission by calling 1800 035 544, or visiting their website

www.ndiscommission.gov.au.

Other agencies you may wish to contact to assist with your complaint or feedback include:

- New South Wales: Ombudsman NSW, who can be contacted at www.ombo.nsw.gov.au, or by calling (02) 9286 1000 (Sydney metro) or 1800 451 524 (rural/regional callers only).

11. 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 Person Responsible 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.

12. 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 Person Responsible:

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

Signature of Person
Responsible:

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

Person Responsible's Name

Person Responsible's
Relationship to Participant

Person Responsible's Email

Person Responsible's Phone

Support Coordinator (where applicable)

Support Coordinator's Name

Support Coordinator's Email

Support Coordinator's
Phone

Shared Living/Supported Accommodation (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

Appendix 2 NDIS Claiming Preferences

Fighting Chance supports NDIS participants who are NDIA-Managed, Self-Managed or Plan Managed. To invoice and bill you correctly, it is important you keep us updated with your plan management preferences, and let us know ongoing if your status changes.

For the purposes of billing services delivered by Fighting Chance please tick the boxes below and complete the relevant sections:

	<u>SIL</u>	<u>Core</u>	<u>Transport</u>
<u>NDIA-Managed</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Self-Managed</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Plan Managed</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

I am self-managed and would like to be invoiced for services on a **bi-monthly** basis.

Please email invoices to:

Please see Appendix 3 for Self-Management Payment Options.

PLAN-MANAGED

Please send invoices to my
plan manager:

Plan management organisation:

Contact Name

Email Address

Phone number

☐ **OTHER FUNDING (eg. self-funded, iCare or other insurance funding)**

Please email invoices to:

Appendix 3 Self-Managed Payment Options

Participants who are self-managed have a number of payment options with Fighting Chance:

☐ **DIRECT DEPOSIT (preferred option)**

Payment of Fighting Chance invoices can be made by Electronic Funds Transfer (EFT) through your bank. Fighting Chance's bank account details are as follows:

Bank: Commonwealth Bank of Australia

Account Name: Fighting Chance Australia Ltd

BSB: 062-438

Account Number: 10254869

To ensure all payments are correctly allocated to your account, please include the full invoice number in the reference field.

☐ **CREDIT CARD**

At your request, Fighting Chance can automatically debit the total of your monthly invoice from your selected Credit Card, on the invoice due date.

If you wish to set up an automatic credit card payment, please contact us to request a Credit Card Authorisation Form by:

- emailing accounts@fightingchance.org.au,
- calling us on 02 9905 0415,
- sending your request to our offices at Fighting Chance Australia, Building B, 5 Skyline Place, Frenchs Forest, NSW, 2086.

☐ **PAYPAL**

Payment of your invoices can also be made via our PayPal account. To make payment via PayPal, please access the following link:

https://paypal.me/FightingChanceAus?locale.x=en_AU

To ensure your payment is correctly allocated, please enter the full invoice number in the reference field.

Appendix 4

Funding Tiers - Admin Fee, Accommodation Fee & Transport Fee

Percentage	SIL
13% of SIL	Fighting Chance Shared Services admin fee. includes but not limited to: <ul style="list-style-type: none"> • HR • Risk and Compliance • Marketing • Finance • Customer Service • WHS • Facilities • Executive Management • Training
8% of SIL	BASE management fee
Remaining SIL	Service Delivery Expenses <ul style="list-style-type: none"> • Shared Living House Manager • Direct service delivery costs • Gardening • Cleaner • Operational costs • Share of utilities • Participant-specific training • WHS maintenance

Percentage claimed	Transport Allowance Options
100%	Where the housemate is dependant on Fighting Chance transport
80%	Where the housemate utilises public transport
0%	Where the housemate is independent, i.e. has own vehicle, zero cost to Fighting Chance

Participants Transport Allowance preference

☐

100%

☐

80%

☐

0%

Appendix 5 Personal Expenses

- Groceries
- Personal hygiene items
- Utilities contribution - – gas, electricity, water, telephone, internet
- Personal requests: landline, Foxtel etc.
- Furniture
- Expenses related to holidays, including travel costs associated
- Rental contribution
- Running costs of a personal car
- Items covered in other sections of the NDIS Pricing Arrangement and Price Limits (assistive technology, personal care while in the workplace, plan management, financial intermediary supports, clinical or allied health services, etc.); and
- Where applicable, SDA related costs (property maintenance costs, repairs, vacancy costs, etc.).