
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) ("We").
Service Provider Registration Number: 405 000 3203

This agreement includes:

- Terms and conditions associated with our provision of Support Coordination services
- A statement of the rights and responsibilities of both parties
- Key Contact Details (Appendix 1)

Other documents to be provided along with this agreement include:

- A Schedule of Supports to confirm the Support Coordination services that Fighting Chance will provide you, through your NDIS Plan.
- Consent to Share and Release Information agreement.
- You may also request a copy of our Pricing and Billing Policy if you wish.

1. Start and End Dates

This Service Agreement will start from the date this agreement is completed by both parties.

It ends when either you, or Fighting Chance, end it in accordance with clause 2.

2. Termination of this Agreement

You may end this Service Agreement for any reason, by 1) providing 24 hours notice of your decision, and 2) informing 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 two (2) weeks after we have provided you with written notice of our intention to end this Agreement. We will make all reasonable efforts to support you to transition to a new Support Coordinator during this period.

Once this Service Agreement has been terminated with two (2) weeks' notice, Fighting Chance reserves the right to:

- Seek payment for Support Coordination services delivered before the termination date but billed after the termination date, or
- Seek payment for handover activities and services delivered at the participant's request after the termination date.

3. Privacy, Confidentiality and Information Sharing

We acknowledge an individual's right to privacy while recognising that personal/sensitive information is required to be collected, maintained and managed in order to provide you with a high quality of service.

We need important information from you if we are to safely provide you with services. This includes clinical reports such as Behaviour Support Plan and Healthcare plans (e.g. epilepsy, medication management, occupational therapy, speech therapy etc); as well as sharing information relating to any previous or current civil or criminal matters that may impact your or others' safety.

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 deliver services safely. This includes failure to disclose information relating to real or perceived risks or changes to any of the information you may have already provided to us.

You agree to complete our separate Consent to Share and Release Information agreement. This agreement is supported by Fighting Chance's Charter of Rights and Privacy Policy, copies of which can be found on our website www.fightingchance.org.au

4. 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 provide you and your Representative(s) with unbiased and current information so that you can make an informed decision about services and referral options that best meet 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 a plan for your support and initiate referrals to others who will be providing those direct supports.
- In the event of a natural disaster or other emergency we will work with you to have plans in place, to ensure we can maintain continuity of critical supports (unless otherwise directed by law)
- We will provide invoices that clearly show the services being charged to your plan if you are plan or self managed.

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

- You 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.
- You will work with Fighting Chance to help ensure that the services meet your needs.
- You will talk with Fighting Chance about any concerns that may arise with your services.
- You will notify Fighting Chance of any changes to your NDIS plan that may affect either Fighting Chance or other service providers and if you stop being a participant in the NDIS.
- You will notify Fighting Chance of any changes to the contact details recorded in this Agreement.
- You will notify Fighting Chance of any changes to health, behavioural or other support plans to ensure the safest and most appropriate services can be provided.
- You and/or your Representative(s) must notify Fighting Chance immediately if

your NDIS plan is replaced with a new plan, or you stop being a participant in the NDIS.

- You will accept the charges for the services provided by Fighting Chance.
- You will assist with the completion of a Risk Assessment if required.

5. Claiming for Services Delivered

Fighting Chance will only charge you for direct Support Coordination services provided under 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, and in accordance with the Schedule of Supports agreed with you.

We claim payment for services in 6 minute blocks or as per your funded support plan. Billable services include:

- Preparation for visits.
- Meetings.
- Home Visits.
- Visits to Daycare/Preschool/School/Day Program/Work.
- Visits in the community e.g. community access.
- Joint visits/consultation with other professionals or organisations.
- Planned consultation meetings with staff and/or the team.
- Medical Appointments (e.g specialist visits).
- Training to carers or staff on a particular therapy service, program or plan.
- Reading/writing reports or support letters.
- Reading/writing therapy program.
- Filling out forms.
- Making referrals.
- Progress notes.
- Phone calls.
- Emails.
- Provider Travel - up to 30 minutes of time to the participant's location and up to 30 minutes back to normal place of work.
- Provider Travel - Non Labour costs, such as KMs travelled, parking fees or public transport costs.
- Other - as agreed upon in the Schedule of Supports.

Fighting Chance may claim for services rendered from both Support Coordination, and Core, funding line items, with your prior consent and agreement, and in line with the rules in the NDIS Pricing Arrangements and Limits.

6. Billing Types

Fighting Chance is committed to supporting our community in every and all ways we can. For this reason we support a number of billing types, including:

- NDIS funded supports
- Pro-Bono Supports (i.e. Support Coordination Services delivered at no cost to you)
- A combination of both NDIS funded and Pro-Bono supports.

Your Support Coordinator will discuss the best billing type to meet your needs with you, and will keep you updated as to the billing type we are using as your circumstances change over time.

The billing type we use may change over time for a range of reasons, including:

- If you run out of NDIS funds during a plan period we may be able to support you Pro Bono while your plan is renewed.
- If you commence supports with us without NDIS funding but later receive a plan, we may (with your consent) transition to funded supports.

7. Home Visits

If Fighting Chance provides Support Coordination services in your home, we will ask that you:

- Ensure the home is safe for staff (e.g. ensure pets are controlled).
- Provide a smoke, drug and violence free environment whilst staff are in your home.
- Clear rubbish and dangerous materials from the area where the service is to take place.
- Inform staff if other people will be present during the visit.
- Ensure all people in the house, whilst the service is being provided, are respectful towards others.

8. Cancellation Policy

Fighting Chance understands your funding is limited and precious, however, in some circumstances we may also charge you a cancellation fee in circumstances where our cancellation terms have not been met, as follows:

- Fighting Chance requires 48 business hours notice for cancellation without charge, for a meeting/call/appointment.
- For example if the meeting/call/appointment is scheduled for 9am Monday then notice needs to be provided by 9am the Thursday prior in order for the time to be cancelled without charge.
- If notice is provided with less than 48 business hours notice, 100% of the fee (calculated based on the amount of time the cancelled meeting was scheduled for) will be charged.

We encourage you to ensure you give us 48 business hours notice of a cancellation to prevent you incurring a cancellation fee.

9. Feedback, Complaints and Disputes

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

Complaints can be made orally, in writing or by any other appropriate means, and can be made anonymously.

If you or your Representative are not satisfied, or do not want to talk to Fighting Chance directly about your complaint, you can also contact the following organisations:

- If you are an NDIS participant, you can contact the NDIS Commission by phoning 1800 035 544 (free call from landlines) or TTY 133 677. Interpreters can be arranged. You can also contact the National Relay Service and ask for 1800 035 544 or complete a complaint contact form at <https://www.ndiscommission.gov.au/about/complaints>.
- For non NDIS participants, please contact NSW Ombudsman at www.ombo.nsw.gov.au, or email: nswombo@ombo.nsw.gov.au or by calling (02) 9286 1000 (Sydney metro) or 1800 451 524 (rural/ regional callers only).
- Alternatively you can contact the National Disability Insurance Agency by calling 1800 800 110 or visiting one of their offices in person, or through the NDIS website at ndis.gov.au.

10. Variations based on changes to the NDIS Pricing Arrangements and Limits

The NDIS Pricing Arrangements and Limits is a document which lists the price limits that can be charged for supports, and the circumstances in which participants can be charged for such supports. The NDIS Pricing Arrangements and Limits is subject to change. If and when it does change, Fighting Chance may also change the prices we charge for the supports listed in your 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/or representative beforehand.

11. Goods and services tax (GST)

For the purposes of GST legislation, and pursuant to the National Disability Insurance Scheme Act 2013 (NDIS Act), the parties confirm 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.

12. Invoicing

In order to bill you for services delivered to you under this Service Agreement, 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) once every two weeks, or to your plan manager (if you are plan managed) weekly.

For the purposes of services delivered by Fighting Chance, Support Coordination in your NDIS plan is: (please tick one of the following)

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	

13. Who can sign this Service Agreement?

A Service Agreement is an important document which must be signed either by the Participant over the age of 18, in circumstances where you have 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.

14. Agreement Signatures

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

Please acknowledge acceptance of this document and terms by returning a signed copy within seven (7) days of issuing. If a signed copy is not returned within seven (7) days and you are receiving service, Fighting Chance will deem this to be acceptance of the document.

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.

Name of Representative:

Signature of Representative: _____ Date:

Role of person authorised to complete and sign on behalf of participant

Parent Guardian Other _____

Signature on behalf of Fighting Chance:

Name:

Position: **Support Coordinator**

Signature: _____ Date:

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

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	