

Base

Housing Collective

BASE Service Agreement (in plain English)

This Agreement is made between:

| | |
|-------------------------------|-------|
| Participant's Name: | _____ |
| Participant's Representative: | _____ |
| Participant's NDIS Number: | _____ |
| Participant's Date of Birth: | _____ |
| Base Service Start Date: | _____ |

And

Fighting Chance Australia Ltd (ABN 85 140 018 702) trading as Base Housing Collective (hereinafter referred to as "Base").

The terms and conditions associated with our provision of these services are set out in this Agreement, and in our Pricing and Billing Policy which can be provided on request.

This Agreement also describes your rights and responsibilities.

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 Base, end it.

2. Termination of this Agreement

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

Base may end this Service Agreement if you or your Representative breach either this Agreement, or your responsibilities as outlined under point 5 below. Our decision to end this Agreement will take effect with a minimum of four (4) weeks from the date we have provided you with written notice of our intention to end this Agreement.

If the vacancy arises from an unplanned exit, Base will claim four (4) weekly amounts in accordance with the NDIS Pricing Arrangement and Price Limits.

3. Information sharing

In accordance with this agreement, we may periodically request NDIS plan information, including plan start and end dates, category budgets, and remaining funds. This information will be used for the establishment of Schedules of Support, and help us guarantee that we can provide continuity of support. If you have a Plan Manager, we may ask for your consent for them to share detailed NDIS plan and budgetary information with us.

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/ or other 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 or participation in our services.

We may not be able to provide all the services you need, and may end this Service Agreement, if you or your Person(s) responsible 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.

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 Base staff.

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.base.org.au.

5. Rights and Responsibilities

Base 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 support that meets your needs and goals.
- We will discuss with you and your Representative(s) 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 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 a Program of Support that clearly shows your services being charged for each maximum allowable period.
- 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 work with you to have plans in place, to ensure we can maintain continuity of critical support (unless otherwise directed by law).

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

- We will treat any employees or representatives of Base with courtesy and respect, acknowledging their legal and industrial rights to work in a safe environment.
- We will work with Base to help ensure that services provided meet the participants' needs.
- We will talk with Base about any concerns they may raise with me / my representatives about the services.
- We will notify Base in a timely manner of:
 - any changes to my NDIS plan that may affect the way they deliver services.
 - any changes to our contact or billing details.
 - any changes to behaviour, medication, therapy or other key support plans.

- o anything else that may affect the support that Base provides
- We will ensure there is a suitable communication channel in place to ensure efficient and effective response to questions or decisions required by Base.
- We will accept the charges for the services provided by Base as outlined in this agreement.

6. Invoicing

Base is providing Home and Living services 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 an agreed period to a limit set by the NDIS. The Program of Support (PoS) model enables Base to better budget for staffing and cost of delivery while providing a planned, regular review opportunity.

Base will claim your Home and Living funding from the NDIA in accordance with the relevant NDIS rules, guidelines and terms of business, based on the approved Home and Living quote. A standard week's roster of care is outlined in your Program of Support.

Base will claim Core Community Participation funding for services that you have requested in addition to your Home and Living 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 agreed period up to the maximum allowable.

If your preferred Roster of Care cannot be fully supported by the funding in your NDIS Plan, Base will notify you and strive to find a viable resolution that ensures your services continue uninterrupted.

For NDIA-funded participants, Fighting Chance will either:

- submit a weekly claim through the NDIA portal if you are Agency managed, or
- send your plan manager a weekly invoice if you are plan managed, or
- send an invoice to you every two weeks if you are self-managed. We can also set up a direct debit if you would prefer.

To enable Base to invoice you correctly, it is important that we know if you are NDIA-, Self- or Plan-Managed, and what your billing preferences are.

7. Billing for non face-to-face supports

Under the NDIS' Apportioned Pricing Rules, Fighting Chance bills for a range of non face-to-face supports. Non face-to-face supports are supports which are not directly delivered to the participant, but which are essential to the delivery, coordination, enjoyment or experience of the participant's overall program. Examples of non face-to-face support include but are not limited to:

- Individualised progress reports that the person has asked for
- Creating additional specific resources for individuals ie. visual storyboards
- Specific family/guardian updates related to the person's supports and progress towards goals
- Engagement with allied health practitioners, or other providers related to the person's supports
- Reviewing individuals records/notes/medical information and providing detailed and regular staff training on individual complex behaviour/medical/transfer/mealtime support plans
- Staff briefings needed for individual's behaviour management or complex needs

The amount of non face-to-face time will be discussed between the Participant, their Representative and Base, which will be agreed to in the Program of Support.

Irregular supports

Irregular Home and Living Supports are intermittent or unplanned events that alter supports initially planned for in the Home and Living plan budget. Examples of situations where Irregular Home and Living Supports would be required include a participant falling ill or the day program being unavailable so that participants require Home and Living support for a period that was not initially rostered for. Irregular Home and Living funding may also be used for necessary unscheduled activities such as medical appointments and to support care ratios when housemates are absent from the house.

8. Variations

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

Absences

Unplanned - An unplanned absence is one where less than 7 (seven) full days notice in writing has been received.

In this situation, Base will charge the full rates normally applicable for your support for all hours up to the first 7 (seven) days of this absence in line with the NDIS Pricing Arrangement and Price Limits guide and then charge at a minimum of 30% of the normally applicable rate thereafter to cover the apportioned fixed house operating costs per individual, subject to existing support ratios, or as otherwise agreed in writing.

Planned - A planned absence is one where a minimum of 7 (seven) full days notice has been provided in writing.

For an absence period under 12 hours - Base will charge the full rates normally applicable for your support.

For an absence period over 12 hours - Base will charge a minimum of 30% of the normally applicable rate for the period of the absence to cover the apportioned fixed house operating costs per individual, subject to individual support ratios, or as otherwise agreed in writing.

Shadow Shifts

As new staff join us they require training and buddy shifts in order to deliver service safely and to the expected high standard. The necessary length and number of shadow shifts is dependent on the individual needs of each housemate. We will claim from your NDIS plan a portion of the costs of these shadow shifts per year.

9. Additional Expenses

Additional expenses, outlined below, are the responsibility of you or your Person Responsible and are not included in the cost of support. 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.

Examples of such items include but are not limited to:

- 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
- 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.)

- Where applicable, SDA related costs (property maintenance costs, repairs, vacancy costs, etc.)

Travel Allowance

We will ask for a percentage of your travel allowance to cover the following costs:

- Transport of staff where they are supporting the participant
- Running costs of vehicles (either staff or house vehicles)

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.

Base 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 Representative are not satisfied with our response, or you do not want to talk to Base or 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)
- Independent advocacy finder: <https://askizzy.org.au/disability-advocacy-finder>

11. 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 need to charge GST for these services, we will inform you in advance.

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 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.

13. 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 attending service, Fighting Chance will deem this to be acceptance of the document.

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 that 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: _____