



## Service Agreement (in plain English)

This Agreement is made between:

Participant's Name: \_\_\_\_\_

Participant's Person(s) responsible: \_\_\_\_\_

Participant's NDIS Number: \_\_\_\_\_

Participant's Date of Birth: \_\_\_\_\_

Fighting Chance Service Start Date: \_\_\_\_\_

And

Fighting Chance Australia Ltd (ABN 85 140 018 702). Organisation ID: 405 000 3203

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, and in our Pricing and Billing Policy which can be provided on request.

From time to time we may make changes to our Service Agreement and/or Pricing and Billing Policy. We will notify you via email when updates occur. The most recent version of these documents can always be found on the Fighting Chance website at: <https://fightingchance.org.au/our-support/>

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 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.

The agreement ends when either you or Fighting Chance choose to end it. Our Service Agreement is issued once only. However, each time you receive a new plan, you will be issued with a new Schedule of Supports that outline the new charges and you will not need to sign a new service agreement.

## **2. Termination of this Agreement**

You may end this Service Agreement with Fighting Chance 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 Person(s) responsible breach either this Agreement, or your responsibilities as outlined in the Fighting Chance Handbook. Our decision to end this Agreement will take effect 2 weeks from the date we have provided you with written notice of our intention to end this Agreement.

If notice of termination is given on a public holiday or weekend, with services scheduled for the next working day, our cancellation policy outlined in section 7 applies.

## **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 a 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 supports to you and a safe working environment for Fighting Chance 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 has been provided to you and is also available on our website along with other information relevant to you. Visit [www.fightingchance.org.au](http://www.fightingchance.org.au).

#### **5. Rights and Responsibilities**

Fighting Chance agrees to the following:

- We will treat you and your Person(s) responsible(s) with courtesy and respect.
- We acknowledge your rights and choices.
- We will work with you and your Person(s) responsible(s) to provide supports that fit your needs and goals.
- We will discuss with you and your Person(s) responsible(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.
- In the event of a natural disaster, other emergency, or unexpected exhaustion of funds, we can work with you to have plans in place, to ensure we can maintain continuity of critical supports (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 the services meet my / my persons needs.
- We will talk with Fighting Chance about any concerns they may raise with me / my Person(s) responsible 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 or billing 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 and pay invoices within seven of the date of their issue.

## **6. 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, which are non-direct supports essential to the delivery of our programs.

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. An example of a non face-to-face support is setting up the participant's program for the following day.

A full list of non face-to-face supports for Jigsaw can be found at Appendix 4 of this Service Agreement. A full list of non face-to-face supports for Avenue & Plus can be found at Appendix 5 of this Service Agreement.

Fighting Chance determines the amount of non face-to-face time billed to each participant on an individualised basis. In general, Fighting Chance bills for 30 minutes of non face-to-face time per 6-hour day for participants with standard support needs and 45 minutes per 6-hour day for participants with more complex administrative needs. Additional non face-to-face time for one-off administration tasks can be agreed with participants and charged individually, based on need and in consultation with the Participant and/or their Person(s) responsible.

The amount of non face-to-face time agreed between the Participant, their Person(s) responsible and Fighting Chance is outlined in Appendix 6 of this Service Agreement.

## **7. Cancellation of a Scheduled Support and "no shows"**

If you are unable to attend on a scheduled day and need to cancel services, we require notice of cancellation for that support to be cancelled without fee. Notice is required by 9am, **five (5) full business days** before the service being cancelled was scheduled to start, in order for the service fee to be waived.

If you cancel a Scheduled Support with your local Hub Management team after this time, this is considered a 'no show' and you will be charged 100% of the scheduled fee against your plan.

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

## **8. 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 9am on the second last business day before the new week commences (typically a Thursday), you will not be charged for that week.

Fighting Chance will charge the full weekly SLES amount if you do not give notice, if you only attend a part of that week, or if one of your normal scheduled days is a public holiday.

If you cannot participate in CB Employment Supports and provide notice to your local Hub Management team by 9am two business days before, Fighting Chance will not charge you for the cancelled service.

If you do not tell your local Hub Management team that you need to cancel by 9am two business days before, this is a 'no show' and Fighting Chance will charge you 100% of the daily fee.

## **9. 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 Person(s) responsible wish to give feedback to Fighting Chance Australia, contact [hello@fightingchance.org.au](mailto:hello@fightingchance.org.au) or phone 02 9905 0415.

If you or your Person(s) 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](http://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](http://www.ombo.nsw.gov.au), or by calling (02) 9286 1000 (Sydney metro) or 1800 451 524 (rural/regional callers only).
- Queensland: Ombudsman Queensland, who can be contacted at [www.ombudsman.qld.gov.au](http://www.ombudsman.qld.gov.au), or by calling (07) 3005 7000.
- Victoria: The Disability Services Commissioner, who can be contacted at [odsc.vic.gov.au](http://odsc.vic.gov.au) or by calling (03) 8608 5780.

- South Australia: Health and Community Services Complaints Commissioner, who can be contacted at [www.hcsc.sa.gov.au](http://www.hcsc.sa.gov.au) or by calling (08) 8226 8666.
- ACT: Human Rights Commissioner ACT, who can be contacted at [www.hrc.act.gov.au](http://www.hrc.act.gov.au) or by calling (02) 6205 2222.
- Western Australia: Health and Disability Services Complaints Office, who can be contacted at [www.hadsc.wa.gov.au](http://www.hadsc.wa.gov.au) or by calling (08) 6551 7600.
- Independent advocacy finder: <https://askizzy.org.au/disability-advocacy-finder>

## **10. Variations based on changes to the NDIS Price Guide**

The NDIS Pricing Arrangements and Price Limits (as updated periodically) 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 NDIS Pricing Arrangements and Price Limits 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 related to charging you for supports. You will be advised of these changes when they arise.

## **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 is GST free. If for any reason we charge GST for these services, we will inform you in advance.

## **12. Invoicing**

Fighting Chance will only charge you for supports you have requested e.g. those agreed and outlined in the attached Schedule of Supports (including transport). These supports can be funded by the NDIS, by another agency such as iCare, or self-funded. Fighting Chance will only claim and/or invoice for service(s) provided to you in arrears (after they have been delivered) unless agreed between you and Fighting Chance to waive this requirement.

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 once a week if you are self-managed.

Once your plan transitions to PACE, it is important that;

- at your planning meeting with your LAC you endorse Fighting Chance Australia as a 'My Providers' if you are Agency managed
- you advise your plan manager that Fighting Chance Australia is one of your 'My Providers'.

To be able to invoice you correctly, it is important that we know if you are NDIA-, Self- or Plan-Managed, and what your billing preferences are. Please complete Appendix 2 of this Service Agreement with your plan management preferences, and keep us updated if your status changes.

**13. Who can sign this Service Agreement?**

A Service Agreement is a legal document which must be signed by you, the Participant who is over 18 years of age and 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.

**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 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: \_\_\_\_\_

Name: \_\_\_\_\_

***Signature on behalf of Fighting Chance:***

Signature of Representative:  \_\_\_\_\_ Date: 24.11.2023

Name: Paul Brown

## Appendix 1 Key Contact Details

Participant's Name	
Participant's Email	
Participant's Phone	
Participant's Address	
Person(s) responsible's Name	
Person(s) responsible Relationship to Participant	
Person(s) responsible's Email	
Person(s) responsible's Phone	

Support Coordinator (where 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	



## 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 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 from us.

To ensure that you do not get a text from the NDIA to approve each claim weekly, endorse Fighting Chance as a 'My Provider' for automatic payment processing. Instructions can be found at [fightingchance.org.au/pace/](http://fightingchance.org.au/pace/) or you can contact the Fighting Chance My Provider Endorsement Helpdesk on (02) 9905 0415 or [customerservice@fightingchance.org.au](mailto:customerservice@fightingchance.org.au)

(Optional) Please supply me, by email, with monthly Statements of Account to:

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**SELF-MANAGED**

I am self-managed and would like to be invoiced for services once a week.

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:		Phone number:	
Contact name:		Email:	

**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**

Payments can be made by credit card by clicking the 'pay by credit card' link included on the invoice. Please note that a service fee for this option will be imposed.

**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](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 Non Face to Face Time Breakdown - Jigsaw

<b>Standard Non Face-to-Face Supports Delivered to every Jigsaw Participant daily, weekly, annually</b>
Writing the Board (i.e. preparing and writing up each person's individualised program for the following day).
Reviewing Trainee records/journal notes/medical or other key information to be able to best support the person during their day.
Parent/Guardian/Carer Updates, i.e. emails, phone calls.
Pre- and post-shift staff briefings.
Zone setup (setting up workstations, boxes, visuals and group training areas)
Resource development to support each Trainee to progress towards their employment goals (adapting training resources, creating visual aids and cheat sheets, etc).
Research/Coordination to implement support strategies (disability, behavioural and learning strategies).
Family reviews and the development of training plans (planning, delivery and follow up).
Planning social events and extra curricular training (e.g. TAFE).
Standard NDIS Annual Support Review Letter.
Standard Quarterly Reports - Upon Request.

<b>Complex Non Face-to-Face Supports - Delivered to Jigsaw Participants with High Intensity Support Needs (in addition to supports outlined in Standard)</b>
Allied health meetings, phone calls, correspondence.
Specialist/additional staff training (internal or external), i.e. BSP implementation training.
Creation of additional/detailed social stories/visuals.
Data collection requested by behaviour therapists.
Incident follow up or crisis meetings (seperate to regular family updates or regular allied health meetings).
Development/review/discussion of medication forms/transfer plans/mealtime assistance plans etc.
Detailed and regular staff training on individual complex behaviour/medical/transfer/mealtime support plans.
Extended daily pre-brief and debrief.

<b>Additional Non Face-to-Face Supports - billed separately upon request</b>
Detailed NDIS Review Letters
One-off engagement or training with Allied Health.
Detailed Quarterly Reports.

## Appendix 5 Non Face to Face Time Breakdown - Avenue & Plus

<b>Standard Non Face-to-Face Supports Delivered to every Avenue &amp; Plus Participant daily, weekly, annually</b>
Writing the Board (i.e. preparing and writing up each person's individualised program for the following day).
Reviewing Team Member records/journal notes/medical or other key information to be able to best support the person during their day - pre- and post-support.
Parent/Guardian/Carer Updates, i.e. emails, phone calls.
Developing Learning Plans and Learning Program implementation.
Planning Socials, including booking tickets or venue spaces, talking to Team Members about their interests, etc.
Room setup (e.g. setting up a quiet room in accordance with Team Member requirements each day prior to Team Member arrival).
Pre- and post-shift staff briefings.
Making "cheat sheets" for Team Members to assist with task completion.
Work Task break down to enable TM engagement.
Research/Coordination to implement support strategies (disability, behavioural and learning strategies).
Purchasing remuneration goals/managing remuneration for all Team Members.
Writing workshops and creating other learning resources.
Transport liaison (with families, houses, community transport, etc.).
Standard NDIS Annual Support Review Letter.
Standard Quarterly Reports - Upon Request.

<b>Complex Non Face-to-Face Supports - Delivered to Avenue &amp; Plus Participants with High Intensity Support Needs (in addition to supports outlined in Standard)</b>
Allied health meetings, phone calls, correspondence.
Specialist/additional staff training (internal or external), i.e. BSP implementation training.
Creation of additional/detailed social stories/visuals.
Data collection requested by behaviour therapists.
Incident follow up or crisis meetings (separate to regular family updates or regular allied health meetings).
Development/review/discussion of medication forms/transfer plans/mealtime assistance plans etc.
Detailed and regular staff training on individual complex behaviour/medical/transfer/mealtime support plans.
Extended daily pre-brief and debrief.

<b>Additional Non Face-to-Face Supports - billed separately upon request</b>
Detailed NDIS Review Letters
One-off engagement or training with Allied Health.
Detailed Quarterly Reports.