



Service Agreement (in plain English)

This Agreement is made between:

Participant's Name: _____

Participant's NDIS Number: _____

Participant's Date of Birth: _____

Fighting Chance Service Start Date: _____

Participant's Person(s) Responsible: _____
(if relevant)

And

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

The Schedule of Supports supplied with this Service Agreement describes the services that Fighting Chance will provide you, through your NDIS Plan.

The terms and conditions of our services are set out in this Service Agreement and in our Pricing and Billing Policy, which can be viewed on our website.

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.

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Documents referred to in this agreement are:

- **The following will be provided to you:**
 - Schedule of Supports
 - Consent Form
- **The following documents are available on our website at:**
<https://fightingchance.org.au/our-support/>
 - Pricing and Billing Policy
 - Privacy, Dignity and Confidentiality Policy
 - Fighting Chance Support Rates
 - NDIS Pricing Arrangements and Limits

1. Start and End Dates

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

This Service Agreement is issued once only. However, each time you receive a new plan or change your support, you will be issued with a new Schedule of Support to be signed, as it lists the updated fees for your supports.

2. Ending This Service Agreement

This agreement continues until either you or Fighting Chance choose to end it. You may end this Service Agreement with Fighting Chance for any reason, by providing us with written notice of your decision. Please see section 5 for our cancellation notice requirements, as this applies for ending service.

Fighting Chance may end this Service Agreement if you or your person(s) responsible break any rules in this agreement. We will give you a written notice about our decision to end this agreement, and service will end ten (10) business days from the date of that notice, unless there is a safety risk to you, staff, or other participants, in which case services will stop immediately.

3. Rights and Responsibilities

Fighting Chance agrees to the following:

- We will treat you and your person(s) responsible with courtesy and respect.
- We recognise your rights and choices.
- We will work with you and your person(s) responsible to provide services or supports that align with your NDIS Plan goals and fit your needs.
- We will discuss with you and your person(s) responsible how best to provide supports, and review your services when you ask us.
- We will listen to your feedback and will do our best to resolve any problems as quickly as we can.
- We will keep clear records of our services to you.
- We will only use your personal information to provide services in a safe, and personalised way and to meet our duty of care and responsibility. Unless required to do so for duty of care reasons or as legally required, we will not share information about you unless we have your written permission to do so.
- We will provide invoices that clearly show the services being charged to your NDIS Plan.
- If there is a natural disaster or other emergency, we will work with you to try and keep your critical supports going (unless otherwise directed by law), but this may not always be possible.

You and your person(s) responsible agree to the following:

- We will treat Fighting Chance staff, representatives and other participants with courtesy and respect, recognising their rights to participate in a safe environment.
- We will work with Fighting Chance to help ensure that the services meet my/my person's needs.
- We will talk with Fighting Chance about any concerns they may raise with me/my person(s) responsible about the services.
- We will tell Fighting Chance if any changes to my NDIS plan that may affect the way services are delivered, including new plan dates, funding management or funding issues such as running out of funding prior to the plan end date.
- We will provide Fighting Chance with a copy of my NDIS Plan goals so services or supports can be aligned to fit my needs.
- We will tell Fighting Chance if there are any changes to clinical or other key support plans and any changes in prescriptions for medications that will be taken while in service.
- We will tell Fighting Chance if there are any changes to the billing details recorded in this Service Agreement.
- We will accept the charges for the services provided by Fighting Chance as outlined above and pay invoices within seven (7) days of the date of their issue.
- We will complete and sign the Fighting Chance consent form and let you know as soon as anything changes.

4. Privacy, Confidentiality and Information Sharing

We respect your right to privacy, while also recognising that personal information is required to be collected, maintained and managed 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 and individualised way, to meet duty of care obligations, to make appropriate referrals (where necessary), and to carry out business activities to support those services. Before starting in our service(s) you will be required to complete and sign a consent form which will be provided to you.

To support you safely, we may ask you for information such as clinical reports (e.g. a Behaviour Support Plan), and/or other healthcare plans (e.g. medication authorisation from the prescribing doctor, occupational therapy, speech therapy), as well as information about any previous or current civil or criminal matters that may affect your or others' safety or participation in our services.

If you or your person(s) responsible do not provide us with the information we

need to deliver services safely, we may not be able to provide the services you require, and may end this Service Agreement (see section 2, Ending this Service Agreement). This includes failure to tell us information relating to real or perceived risks or changes to any of the information you may have already provided to us.

From time to time we may ask for NDIS plan information, including plan start and end dates, category budgets, and remaining funds. This information will be used for the creation of your Schedule 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 the Plan Manager to share NDIS plan details and funding information with us.

A full copy of our Privacy, Dignity 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

5. Short Notice Cancellation / 'No Shows' and SLES Non-attendance

If you are not able to attend the scheduled service and need to cancel, we require notice of cancellation for that service or support to be cancelled without a fee. This also applies to notice to end this service agreement or place your service(s) 'on hold'.

We will only charge your NDIS Plan for services provided. If you do not contact us to cancel within the cancellation notice as listed below, this will be considered a 'no show' and we will charge 100% of the scheduled fee for the required cancellation notice period. This includes non-face-to-face and Centre Capital Costs, where applicable.

If a 'no show' happens on a regular basis, Fighting Chance will talk with you about changing your supports to better fit your needs. Where Fighting Chance cancels a service due to operational reasons, we will attempt to reschedule the service and you will not be charged a cancellation fee.

Cancellation can be made by phone or email to the service. Below lists how it works:

A. Cancellation of Avenue, Jigsaw, Plus Day Programs, and Psychosocial Recovery Coaching:

For you to not be charged a fee, cancellation notice is required by **9am, five (5) full business days** before the service was scheduled to start.

If you cancel a scheduled service or support with your local Management Team after this time, this is considered a 'no show' and you will be charged 100% of the scheduled fee against your NDIS plan.

B. Cancellation of Plus Clinical and Support Coordination Services:

Cancellation notice is required by 9am, **two (2) full business days** before the scheduled service to not be charged a fee. For example: For Monday appointments, notice must be given by 9am on the Thursday prior to the appointment/ meeting/ training/ phone call, or any other scheduled service.

If you cancel a scheduled service with your Plus Clinical practitioner or Support Coordinator after this time, this is considered a 'no show' and you will be charged 100% of the scheduled fee. If your Plus Clinical practitioner or Support Coordinator arrives at your scheduled service and you and/or your person responsible are not at home or at the agreed location of the appointment, and there has been no prior notice, you will be charged 100% of the scheduled fee and travel costs against your plan.

C. School Leavers Employment Supports (SLES):

The SLES programme is charged at a weekly block funded amount.

If you cannot take part in the SLES program, notice must be provided by **9am five (5) full business days** before the first day of the next week's scheduled service.

If you access one of the days in your SLES program or if one of your normal scheduled days is a public holiday, Fighting Chance will charge 100% of the full weekly SLES amount.

For example, if your SLES program is three (3) days per week and you access one (1) of the days, Fighting Chance will charge 100% of the full weekly SLES amount.

6. Placing Services 'On Hold'

A. Placing your services 'on hold' at Avenue, Jigsaw and Plus:

You may request your place in our services to be put 'on hold' for a **maximum of four (4) weeks**. For example, for extended holidays, illness/ injury, or attending another program or service. The cancellation notice in section 5 will apply.

If more than four (4) weeks' 'on hold' leave is needed, and you do not want to exit our service entirely, your place will be offered to the next person on the waiting list and you will be placed high on the waitlist. When you are ready to return, you will be offered a place once available. We recommend you give us as much notice as possible of your plan to return, so we can do our best to make a spot available.

We understand that some people may have special or unusual situations. Managers will have the discretion to determine alternative 'on hold' terms to those noted above.

B. We may decide to put your services 'on hold'

Only if absolutely necessary, Fighting Chance can temporarily stop providing our services and place your spot 'on hold'. For example, this might happen if the program you are in doesn't meet your needs, presents a safety risk to you, staff, or other participants, or if your NDIS funds have run out, or for another reason. We will inform you in advance if this occurs, explain why, and work with you to try and find a solution as quickly as possible.

7. Billing for Non Face-to-Face Supports

Under the NDIS' Pricing Rules and Price Limits, Fighting Chance bills for a range of non face-to-face supports, which are non-direct supports essential to the coordination and delivery of our quality services and the enjoyment or experience of the participant's overall program. An example list of non face-to-face supports can be found in [Appendix 3](#).

The amount of non face-to-face time is outlined in your Schedule of Supports.

8. Variations Based on Changes to the NDIS Price Guide

The NDIS Pricing Arrangements and Price Limits is a summary of the maximum prices that can be charged and the guidelines for charging participants, and it may be updated from time to time. When it does change, Fighting Chance may also align our rates with the new NDIS rates. You will be notified of these changes when they arise. Our support rates can be found on our website at: <https://fightingchance.org.au/our-support/>

9. Goods and Services Tax (GST)

If the services provided under this Agreement are NDIS funded, GST will not be applied. GST will be applied on all other services that are not NDIS funded.

10. Invoicing

Fighting Chance will only invoice you after the completion time of your scheduled service or support. You will only be charged for services you have requested or direct Support Coordination services. For example, services agreed and outlined in the Schedule of Supports, including transport.

So we can invoice you correctly, it is important that we know how your funding is managed; if you are NDIA-managed, self-managed or Plan-managed, and what your billing preferences are. Please complete [Appendix 1](#) of this Service Agreement with your Plan management preferences, and tell us if your funding management changes.

For NDIA-funded participants, after the service has been provided, Fighting Chance will either:

- submit a claim through the NDIA portal if you are NDIA-managed, or
- send an invoice to your plan manager if you are Plan-managed, or
- send an invoice to you if you are self-managed.

Invoices must be paid within seven (7) days of the date of their issue.

11. Home Visits

If Fighting Chance or any of its enterprises provide services in your home, such as Plus Clinical or Support Coordination, 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 setting whilst staff are in your home.
- Clear rubbish and dangerous material from the area where the service is to take place.
- Inform staff if other people will be present during the visit.
- Ensure all people are respectful towards others while the service is being provided.

We will ask you some questions to assist us complete a Home Visit Assessment, before we visit you at home for the first time.

12. Personal Equipment

While attending Fighting Chance or its enterprises you are responsible for the regular care and maintenance of your personal equipment. By taking part at Fighting Chance or its enterprises, you agree that you have taken reasonable steps to ensure the equipment is in proper working condition and suitable for the activities involved, and that equipment will experience wear and tear.

Fighting Chance, its enterprises, partners, volunteers and staff are not liable for any loss, theft or damage to your personal equipment while attending the service and you will not ask Fighting Chance to pay for repairs, replacements or cover any servicing costs. Personal equipment brought into or stored overnight at the service is not covered by Fighting Chance insurance.

If an incident takes place between participants at the service and results in loss, theft or damage to personal equipment, Fighting Chance will not be held liable to pay for repairs, replacements or any servicing costs.

Personal equipment definition: any equipment, belongings or items that are personally owned and not provided by Fighting Chance or its enterprises as part of services being delivered. Some examples are (but not limited to) adaptive equipment, communication devices, daily living aids, hoists, mobility aids, personal care equipment, visual and sensory aids, and other personal items such as mobile phones, tablets, keys, glasses, sunglasses, watches and clothing.

Note: If equipment has experienced damage while in one of our services, Fighting Chance staff will submit an incident report and there will be an investigation and you will be notified of the outcome.

13. 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 or phone 02 9905 0415 or via our website: <https://fightingchance.org.au/feedback-and-complaints>

We believe you should be able to provide feedback (both positive and negative) about our services at any time. All complaints received are acknowledged, responded to, investigated internally and, where there are actions required to resolve the complaint, we act transparently to reach a mutual resolution. We will always try to resolve your complaint as efficiently and effectively as possible. You can request a copy of our Complaints Management Policy at any time.

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.

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).
- **Queensland:** Ombudsman Queensland, who can be contacted at 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 or by calling (03) 8608 5780.
- **South Australia:** Health and Community Services Complaints Commissioner, who can be contacted at www.hcscs.sa.gov.au or by calling (08) 8226 8666.
- **ACT:** Human Rights Commissioner ACT, who can be contacted at 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.hadsco.wa.gov.au or by calling (08) 6551 7600.
- Independent advocacy finder:
<https://askizzy.org.au/disability-advocacy-finder>

14. Who can sign this Service Agreement?

This Service Agreement is a legal document which must be signed by a person who has the authority to sign, such as you (the participant who is over 18 years of age and has the legal capacity to sign), or someone on your behalf such as a legal or public guardian who has responsibility for your financial affairs and decision-making.

If you are under a Public Guardianship or Legal Guardianship we require a copy for our records.

15. Agreement Signatures

By signing below, both the participant or person(s) responsible and Fighting Chance agree to the terms and conditions of this Service Agreement.

Please sign and return a copy of this Service Agreement within seven (7) days to confirm you accept the terms. If we do not receive a signed copy within seven (7) days and you continue to use our services, Fighting Chance will consider this as your acceptance of the Agreement.

If signed by the Participant:

Signature of participant: _____
Name: _____
Date: _____

If signed by Person Responsible:

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

Signature of person responsible: _____
Name: _____
Date: _____

Signature on behalf of Fighting Chance:

Signature of representative: _____
Name: _____
Role: _____
Date: _____

Appendix 1 – NDIS Funding Management

Please select the category that applies to your NDIS plan:

NDIA-MANAGED

You understand that Fighting Chance will claim directly through the NDIA portal if your funding for Fighting Chance is NDIA-managed. You will not receive any direct request for payment from us. By endorsing Fighting Chance as a "My Provider" this approves automatic payment.

Endorsing Fighting Chance as a 'My Provider' for automatic payment processing ensures that you do not get a text from the NDIA to approve each claim weekly. Instructions can be found at fightingchance.org.au/pace/ or you can contact the Fighting Chance My Provider Endorsement Helpdesk by phone on (02) 9905 0415 or email customerservice@fightingchance.org.au. Alternatively, contact the NDIS National Contact Centre on 1800 800 110 and request that Fighting Chance Australia is endorsed as a 'My Provider'. Fighting Chance Australia NDIS Organisation ID: 405 000 3203.

(Optional) Please email monthly Statements of Account to:

SELF-MANAGED

I am self-managed and would like to be invoiced for services. See [Appendix 3](#) for Self-Management Payment Options. Please email invoices to:

PLAN-MANAGED

Please email invoices to my plan manager:

Plan management organisation:		Phone:	
Contact name:		Invoice email:	

OTHER FUNDING (eg. privately funded, iCare or other insurance funding)

Please email invoices to:

Appendix 2 – Self-Managed Payment Options

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

Please tick your payment method below:

DIRECT DEPOSIT (preferred payment method)

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

Reference: *[your full invoice number]*

Note: 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.

Appendix 3 – Non-Face-to-Face Breakdown Examples

<p>1. STANDARD</p> <p>Non-face-to-face supports delivered to Avenue, Jigsaw & Plus Participants, daily, weekly, annually.</p>
Preparing and writing up each participant’s individualised program for the day.
Reviewing participant 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.
Pre- and post-shift staff briefings.
Setting up workstations, activities, visuals and group work and training areas.
Planning social/ community access activities, including booking tickets or venue spaces, talking to participants about their interests, etc.
Room setup (e.g. setting up a quiet room in accordance with participant requirements each day prior to participant arrival).
Creating resources to assist participants with task completion.
Resource development to support participants to progress towards their employment goals, where applicable, including training resources, creating visual aids and cheat sheets.
Task or activity breakdown to enable participant engagement.
Research/ coordination to implement support strategies (disability, behavioural and learning strategies).
Designing group or individual workshops and creating other learning resources.
Purchasing remuneration goals/managing remuneration for all participants.
Transport liaison (with families, houses, community transport, etc.).
Reviews with person(s) responsible and the development of training plans (planning, delivery and follow up).
Standard NDIS Annual Support Review Letter.
Standard Quarterly Reports - Upon Request.
<p>2. COMPLEX</p> <p>In addition to supports outlined above in STANDARD</p> <p>Non-face-to-face supports delivered to Avenue, Jigsaw & Plus Participants with High Intensity Support needs, daily, weekly, annually.</p>
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 practitioners.
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.

Appendix 3 (CONTINUED) – Non-Face-to-Face Breakdown

3. SUPPORT COORDINATION & PSYCHOSOCIAL RECOVERY COACHING	
We claim payment for services in 15 minute blocks or as per your funded support plan. Billable services include:	
Preparation for visits	Meetings
Home Visits	Emails
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
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	

Document Version Control

Date	Summary of Amendments	Author
July 2024	<ol style="list-style-type: none">1. Non-face-to-face time will be outlined in the Schedule of Supports.2. Addition of personal equipment guidelines.3. Updated the cancellation and termination policy.4. Transferred the 'on hold' policy from the Pricing and Billing Policy over to the Service Agreement.	Executive Leadership Team