

Please discuss with us if you have accessibility requirements and would prefer to use a format other than a written document to enter into this Service Agreement.

<b>This agreement is made between</b>	
<b>Participant Name</b>	
<b>NDIS Number (if relevant)</b>	

and

<b>Service Provider's Name</b>	Fighting Chance Australia Limited (ABN 85 140 018 702)
<b>Start date of services</b>	
<b>Purpose of agreement</b>	Providing pro-bono support and information to people with disability and their families regarding the National Disability Insurance Scheme (NDIS)
Other information to be provided with this agreement includes	<ul style="list-style-type: none"> <li>• FM-OPS-006 Fighting Chance Privacy Consent Form</li> <li>• POL-OPS-002 Privacy, Dignity and Confidentiality Policy</li> </ul>

<b>Supports to be provided</b>
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**NDIS access**

- Assistance to apply for Access to the NDIS, including explanation of eligibility, potential evidence requirements, working with relevant Treating Professionals, and assistance with documenting examples of functional impact of disability

and/or

**Support Coordination**

- Working with NDIS Participants to engage and communicate with NDIS service providers, access mainstream supports, work towards NDIS plan goals while mitigating barriers and risks, maximise NDIS Plan budget to meet required supports, increase use of NDIS portal, and strengthen choice and control

and/or

**NDIS support**

- Short term Support Coordination for specific needs such as preparing for a scheduled plan review, applying for an internal plan review, applying for an external plan review (Administrative Appeals Tribunal), or Plan Reassessment application.

<b>Responsibilities of the Service Provider</b>
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- 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 and implement supports.
- We will not share any information about you for any other reason unless we have your written permission to do so.

### **Responsibilities of the Participant**

- 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.
- If relevant, you will notify Fighting Chance of any changes to your NDIS application 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 will assist with the completion of a Risk Assessment if required.

### **No Fee for Services**

Fighting Chance is providing services to you on a pro bono basis. We will discuss with you and get your agreement first if we believe for any reason that we may need to charge you.

### **Changing or ending this service agreement**

You may change or end this Service Agreement 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 Representative breach this Agreement, with five business days written notice.

If you require support to transition to a new service, we'll make all reasonable efforts to do this.

**Privacy and Information Sharing**

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 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 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](http://www.fightingchance.org.au)

**Cancellation Policy**

If you are unable to attend a scheduled meeting/appointment and need to cancel, we require notice of cancellation a minimum of 48 business hours before the scheduled appointment. Failure to provide this appropriate notice on a repeat basis may result in us ending this Service Agreement.

**Feedback, Complaints and Disputes**

Fighting Chance welcomes feedback about the services we provide. Comments and complaints help us to improve the work that we do. If you or your representative(s) wish to give feedback to Fighting Chance, contact [hello@fightingchance.org.au](mailto:hello@fightingchance.org.au) or phone 02 9905 0415. Complaints can be made orally, in writing or by any other appropriate means, and can be made anonymously.

If you or your representative(s) are not satisfied with our response, or do not want to talk to Fighting Chance directly, you can contact:

*For non-NDIS participants:*

- **NSW:** Ombudsman at [www.ombo.nsw.gov.au](http://www.ombo.nsw.gov.au), or email: [nswombo@ombo.nsw.gov.au](mailto:nswombo@ombo.nsw.gov.au) or (02) 9286 1000 (Sydney metro) or 1800 451 524 (rural/ regional callers only).
- **Queensland:** Ombudsman at [www.ombudsman.qld.gov.au](http://www.ombudsman.qld.gov.au), or (07) 3005 7000.
- **Victoria:** The Disability Services Commissioner at [odsc.vic.gov.au](http://odsc.vic.gov.au) or (03) 8608 5780.
- **South Australia:** Health and Community Services Complaints Commissioner at [www.hcsc.sa.gov.au](http://www.hcsc.sa.gov.au) or (08) 8226 8666.

- ACT: Human Rights Commissioner ACT at [www.hrc.act.gov.au](http://www.hrc.act.gov.au) or (02) 6205 2222.
- Western Australia: Health and Disability Services Complaints Office at [www.hadsco.wa.gov.au](http://www.hadsco.wa.gov.au) or (08) 6551 7600.

For NDIS participants: NDIS Quality and Safeguards Commission by calling 1800 035 544 (free call from landlines) or TTY 133 677, or visiting their website [www.ndiscommission.gov.au](http://www.ndiscommission.gov.au). 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>. 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](http://ndis.gov.au).

**Who can sign this Service Agreement**

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

**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 pro bono services, Fighting Chance will deem this to be acceptance of the document.

<b>If signed by you</b>	
<b>Participant Name</b>	
<b>Participant Signature</b>	
Participant phone number	
Participant email	
Participant date of birth	
Participant address	
Date Signed	

<b>If signed by your representative</b>	
I confirm that this Agreement has been explained to the participant and that they agree to the terms. I further confirm that I have authority to sign on their behalf.	
<b>Representative Name</b>	
<b>Representative Signature</b>	

**AGR-SER-002**  
**Fighting Chance Pro Bono Service Agreement**



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Relationship to Participant	
Representative phone number	
Representative email	
Date Signed	

<b>Signature of Service Provider</b>	
<b>Authorised representative Name</b>	
<b>Authorised representative signature</b>	
Date Signed	