



**Plus Clinical Services  
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: \_\_\_\_\_

Fighting Chance Clinical 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.

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.

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 two weeks 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. Our decision to end this Agreement will take effect two 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 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 recognising that personal/sensitive information is required to be collected, maintained and managed in order to provide you with a high quality of service.

The information we collect is used to provide individualised services to participants in a safe and healthy environment, to meet duty of care obligations, to initiate appropriate

referrals, and to conduct business activities to support those services. This could include support plans or other relevant information relating to medical needs 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.

If you or your Representative do not provide Fighting Chance with all of the information required to ensure the delivery of a safe and individualised service, we may need to end this Service Agreement. This also includes informing us about any changes to information already provided. 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)

## **5. 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 work with you and your Representative(s) to provide supports that fits your needs and goals.
- We will listen to your feedback and work with you to resolve problems quickly.
- We will keep clear records of our services to you.
- We will protect your privacy and confidential information.
- We will provide invoices that clearly show the services being charged to your plan.
- In the event of a natural disaster or other emergency, we will ensure we maintain continued support through external pre-arrangements (unless otherwise directed by law).

You and your Representative(s) 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.
- Where Fighting Chance is required to conduct a home visit, we will ensure the home is safe and hazard free for staff (e.g. free of aggressive pets, smoke/drug use, weapons or any other hazards).
- We will inform Fighting Chance about how we wish the supports to be delivered to meet our needs.
- We will talk with Fighting Chance about any concerns we have about the supports being provided;
- We will notify Fighting Chance of any changes to my NDIS plan that may affect the way they deliver services.
- We will provide Fighting Chance with the required notice if we cannot make a scheduled appointment, noting that if the notice is not provided, Fighting Chance's

cancellation policy will apply;

- We will notify Fighting Chance of any changes to the contact details or billing details recorded in this Agreement.
- We will provide Fighting Chance with the required notice if we need to end this Service Agreement (see 'Termination of this Agreement' for more information)
- We will accept the charges for the services provided by Fighting Chance

## **5. Cancellation or non attendance of a Scheduled Appointment**

Fighting Chance understands your funding is limited and precious, and we commit to only charging your plan for services provided. However, in some circumstances we may also charge you a cancellation fee in circumstances where our cancellation terms have not been met, as follows:

- If you are unable to attend a scheduled appointment and need to cancel an appointment, we require notice of cancellation at least two business days prior to your appointment to avoid a cancellation fee.
- For Monday appointments notification prior to 9am Friday is expected.
- If you contact Fighting Chance to cancel with less than two business days notice before your appointment, you will incur 100% of the session fee.
- Should your therapist arrive at your scheduled appointment and you and your person are not at home or at the location of the appointment with no prior notice, the scheduled session including travel will be charged at 100% of the scheduled fee for that session.
- Where Fighting Chance cancels a support due to operational reasons, the service will be rescheduled at no penalty to either party.
- If 'non attendance' occurs on a regular basis, Fighting Chance will talk with you about changing this Agreement to better fit your needs.

## **6. 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 Representative 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 Representative 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).

## **7. Variations based on changes to the NDIS Pricing Arrangements and Limits**

The NDIS Pricing Arrangements and 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 NDIS Pricing Arrangements and 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 relating to our charging you for those supports. When we need to do this we will email you and your family beforehand.

## **8. 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.

## **9. 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.

Where Fighting Chance therapists travel to your appointment, you may be charged for Provider Travel costs.

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

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

**11. 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 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: \_\_\_\_\_

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

Name of Representative: Paul Brown

Signature of Representative:  \_\_\_\_\_ Date: 28.11.2023

## **Appendix 1 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.

Please note, funding for Positive Behavior Support is billed from the Capacity Building Relationships category, which is often NDIA Managed. Please advise if your CB relationship funding is managed differently.

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)

A statement of account is available on request directly from your clinician.

**SELF-MANAGED**

I am self-managed and would like to be invoiced for services to the email below.

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	
Contact Name	

Email Address	
Phone number	

**OTHER FUNDING (eg. self-funded)**

Please email invoices to: \_\_\_\_\_

## **Appendix 2 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.**