

**13th July 2023**

Ms Melissa Tucci
6/3-17 Queen Street
Campbelltown NSW 2560

Contact Details

Name of Participant	Melissa Tucci
Address	6/3-17 Queen Street, Campbelltown, NSW, Australia, 2560
Date of Birth	31/07/1989
Contact Number	0422255193
NDIS Plan Number	431340689
NDIS Plan Dates	27/06/2023 to 26/06/2025
Secondary/emergency contact (and relationship to participant)	

Coordinator Contact Details (if applicable)

Name	
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Parties

This NDIS service agreement is made between the following parties:

Optimum Health Solutions

AND:

Melissa Tucci
31/07/1989
6/3-17 Queen Street, Campbelltown, NSW, Australia, 2560

This Service Agreement will commence on 13/07/2023 for the period 27/06/2023 to 26/06/2025.

Service Agreement scope

This Service Agreement is made for the purpose of providing supports under the participant's NDIS plan. The parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to: Support the independence and social and economic participation of people with disability, and Enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

Responsibilities of the Provider**The provider agrees to:**

- Review the provision of supports as required with the Participant
- Once agreed, provide supports that meet the Participant's needs at the Participant's preferred times
- Communicate openly and honestly in a timely manner
- Treat the Participant with courtesy and respect
- Consult the Participant on decisions about how supports are provided
- Give the Participant information about managing any complaints or disagreements and details of the provider's cancellation policy (if relevant).
- Communicate clearly to the Participant the plan Optimum Health Solutions will have in place to ensure continuity of support in the event of emergency and disaster - in accordance with NDIS Practice Standards

(Amendment 2021 Measures No. 1, Rules 2021 - <https://www.legislation.gov.au/Details/F2021L01480>)

- Listen to the Participant's feedback and resolve problems quickly
- Give the Participant a minimum of 24 hours notice if the provider has to change a scheduled appointment to provide supports
- Give the Participant the required notice if the provider needs to end the Service Agreement (see 'Ending this Service Agreement' below for more information)
- Protect the Participant's privacy and confidential information
- Provide supports in a manner consistent with all relevant laws, including the National Disability Insurance Scheme Act 2013 and Rules, and the Australian Consumer Law; keep accurate records on the supports provided to the participant
- Issue regular invoices and statements of the supports delivered to the participant as per the Terms of Business for Registered Providers.

Emergency Plan for continuation of support in the event of an emergency or natural disaster

The Optimum Health Solutions' Emergency Management Plan provides details on how Optimum Health Solutions will prepare for and respond to unplanned emergencies. Optimum Health Solutions is committed to supporting the continuation of supports for NDIS Participants so that they may continue progression towards their plan goals.

This plan applies to all clients, staff, contractors, and visitors associated with this service. In the event of an emergency a message provided regarding the clinic status and hours of operation, as well as relevant advice to Participants/clients. Each Participant will be contacted via a phone call, email and text message. There will be a text message organised by Optimum updating all future appointment booking regarding the clinic's status. Other alternative forms to inform updates will be via social media platforms. The aim will be to provide information regarding the clinic's operation status so Participants and essential parties will be informed of arrangements made for supports to continue.

Optimum Health Solutions' locations aim to always have enough clinicians present and practicing during our open times, so that if one of the staff is unwell, their appointments can be completed by another available. In the rare occasion that we are unable to complete an appointment for the time arranged, our local Client Retention Officer will call all Participants in enough time to reorganise for another day that week.

Optimum Health Solutions' multidisciplinary care model and CRM system allows the Participant to access care that will ensure continuation towards their goals. Our Clinicians all share the same skills and knowledge of our care model. This ensures that we have back up staff if one is unable to come into work.

In the case of an emergency occurring we will work with the Participant to provide an individualised plan to provide the assistance required to ensure their safety.

Responsibilities of the Participant / Participant's representative

The Participant/Participant's representative agrees to:

- Inform the provider about how they wish the supports to be delivered to meet the participant's needs
- Treat the provider with courtesy and respect
- Talk to the provider if the participant has any concerns about the supports being provided
- Give the provider a minimum of 48 hours notice if the participant cannot make a scheduled appointment; and if the notice is not provided by then, the provider's cancellation policy will apply
- Give the provider the required notice if the participant needs to end the Service Agreement (see 'Ending this Service Agreement' below for more information), and
- Let the provider know immediately if the participant's NDIS plan is suspended or replaced by a new NDIS plan or the participant stops being a participant in the NDIS.

Changes to this Service Agreement

If changes to the supports or their delivery are required, the parties agree to discuss and review this Service Agreement. The parties agree that any changes to this Service Agreement will be in writing, signed, and dated by the parties.

Ending this Service Agreement

Should either party wish to end this Service Agreement they must give 1 month notice. If either party seriously breaches this Service Agreement the requirement of notice will be waived.

Feedback, complaints and disputes

People with disability have the right to complain about the services they receive. If the Participant feels comfortable, Optimum Health Solutions encourages them to raise their concern or complaint with us first, as this is often the best way to have your issue resolved quickly. Feedback or complaints can be made directly with Optimum Health Solutions via the number in the letter heading or by emailing optimumenquiries@opt.net.au.

If the Participant is not satisfied or does not want to communicate with Optimum Health Solutions, the Participant they may seek support from family, a friend or an independent advocate in making a complaint.

A complaint can be made to the NDIS Commission by:

1. Phoning: **1800 035 544** (free call from landlines) or TTY 133 677. Interpreters can be arranged.
2. **National Relay Service** <https://www.communications.gov.au/what-we-do/phone/services-people-disability/accesshub/national-relay-service> and ask for 1800 035 544.
3. Completing a **complaint contact form**: <https://forms.business.gov.au/smartforms/servlet/SmartForm.html?formCode=PRD00-OCF>

The NDIS Commission can take complaints from anyone about:

- NDIS services or supports that were not provided in a safe and respectful way
- NDIS services and supports that were not delivered to an appropriate standard
- how an NDIS provider has managed a complaint about services or supports provided to an NDIS participant

As well as dealing with complaints, the NDIS Commission works to educate providers about delivering quality and safe supports, and effectively responding to complaints. If a complaint raises a serious compliance issue, the NDIS Commission has powers to take action.

The NDIS Commission collects and uses personal information, including sensitive information, for the purpose of performing functions as set out in the Act. The NDIS Commission is committed to the proper handling of personal information in accordance with the Australian Privacy Principles in the Privacy Act 1988 and the NDIS (Protection and Disclosure of Information) Rules. Further information is contained in the Commission's **Privacy Policy**: <https://www.ndiscommission.gov.au/privacy-policy>

Advocacy for Participants

A Participant may choose to have an independent disability advocate speak, act or write on their behalf. It is their job to assist Participants to exercise choice and control and to have their voice heard in matters that affect them and their plan.

A Participant may also choose to use an independent disability advocate when they make a complaint.

An independent disability advocate is a person who:

- is independent of the Agency, the Commission and any NDIS providers providing supports or services to the person with disability
- provides independent advocacy for the person with disability, to assist the person with disability to exercise choice and control and to have their voice heard in matters that affect them
- acts at the direction of the person with disability, reflecting the person with disability's expressed wishes, will, preferences and rights
- is free of relevant conflicts of interest.

For more information about accessing NDIS approved Advocate Agencies visit the website:

<https://askizzy.org.au/disability-advocacy-finder> ;

Goods and Services Tax (GST)

For the purposes of GST legislation, the Parties confirm that:

A supply of supports under this Service Agreement is a supply of one or more of the reasonable and necessary supports specified in the statement included, under subsection 33(2) of the National Disability Insurance Scheme Act 2013 (NDIS Act), in the participant's NDIS plan currently in effect under section 37 of the NDIS Act;

The participant's NDIS plan is expected to remain in effect during the period the supports are provided; and

The [participant/participant's representative] will immediately notify the provider if the participant's NDIS Plan is replaced by a new plan or the participant stops being a participant in the NDIS.

Cancellation

In order to ensure high-quality, individualised services it is important that you book your sessions in advance. As part of Optimum's quality assurance program, we try to ensure appropriate client to practitioner ratio's at all times. As a result, we have a booking system that encourages clients to schedule sessions in advance to ensure the highest level of service at all times. On occasion, this means that we may need to limit client sessions at certain times. As per the NDIS Guidelines and to support this practice, there will be a 48 hour cancellation period for all bookings where the full fee will be charged should a session be cancelled within this period *and* if we are unable to replace the cancelled booking with billable work.

Consent

I, Melissa Tucci, understand that Optimum Health Solutions collect both personal and sensitive information in relation to the services that will be provided to me.

I understand that Optimum Health Solutions comply with the Privacy Act 1988 (Cth) and the Privacy Amendment (Private Sector) Act 2000 incorporating the 13 Australian Privacy Principles (APPs) that specify the rules for the handling of personal information.

I understand that my consent is needed to contact, obtain, release and discuss information that is relevant to the

services being provided, and that Optimum Health Solutions requires the information to maintain open and transparent communication with all key parties. This may include verbal and written communication regarding my current NDIS Plan, and past and present treatment & services.

Key Parties may include, but are not limited to, some or all of the following:

- LAC/ NDIS Plan Coordinator
- Treating Medical Practitioner (GP) / Medical Specialists
- Other Allied Health Professionals
- Support Coordinators/Case Coordinators
- Relevant Support Workers/ Key Support Workers
- Service Providers/Suppliers
- Immediate Family Member
- Guardians/Power of Attorney/Participant Nominated Representative

As part of Optimum Health Solution's registration as an NDIS Provider, our services may be audited for quality assurance purposes against the Commission's Practice Standards. As part of the audit process, the NDIS Commission has the authority to review our record keeping systems, which includes Participant files. As an NDIS participant you may be contacted by the Commission to provide input into the audit. However, you can also choose to opt-out of the audit process if you wish. Please advise below if you wish to opt of the audit process.

Payments and Billing

Please circle relevant method of plan-management, based on how your supports are funded in your NDIS Plan.

- **Plan Manager/Third Party managed funding**

Company name: Plan Partners

Email address:

Note Confirmation of funding availability in-line with the schedule of supports is required from the Plan-Manager/Third Party within 14 days of signing this Service Agreement (NB: email confirmation of agreeance is an acceptable form of response)

Schedule of Supports

How will supports be provided?

An Allied Health Professional/Allied Health assistant will provide services within this plan period. Service provision will take place from within Optimum Health Solutions clinics, at your home, or other appropriate and agreed upon location.

Service provision will be in line with the agreed upon supports as outlined in the table below. This service will be in relation to the goals of your NDIS plan.

Note All fees are subject to NDIS Pricing Arrangements and Price Limits. All NDIS price changes will take immediate effect.

SUPPORT	NDIS Support Category	Description of Support	Hours Assigned
Exercise Physiology	Health & Wellbeing	Direct services: face to face sessions inclusive of assessments and/or therapy. Indirect services: non face to face inclusive of report writing, plans, resource development, clinical consultation, case conferencing, planning and preparation Travel: when applicable	52 hours @ \$166.99/hour = total \$8,683.48
		TOTAL	\$8,683.48

****Please note - If determined at the time of the Initial Assessment, additional hours may be required dependent on the complexity of the case and distance travelled. The total hours required will be advised at the time of the assessment and a Service Agreement will be created for any additional hours.***

I authorise Optimum Health Solutions to claim the '**TOTAL**' amount for the above stated **Support Categories** for services rendered on behalf of **Melissa Tucci**. I understand that this '**TOTAL**' is subject to change pending the outcome of the Initial Assessment.

Agreement signatures

The parties agree to the terms and conditions of this Service Agreement and provide informed consent as outlined above.

Participant/Participant's Representative:	Authorised person from provider:
Name:	Name:
Signature:	Signature:
Date:	Date: