



**PROVIDER / PARTICIPANT
SERVICE AGREEMENT**

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Service Agreement Overview

Entity Name	Home Nursing Solutions
Trading Name	Home Nursing Solutions Pty Ltd
Business Address	271 The Parade, Beulah Park, SA 5067
Postal Address	PO Box 3662, Norwood, SA 5067
ABN	83 610 592 777
NDIS Provider Number	4050006465
Phone Number	(08) 8331 3791
Email Address	admin@hns.net.au

Business Introduction

This Service Agreement outlines the support, services and products that Home Nursing Solutions will supply you as a registered NDIA participant with, as a part of the Service Agreement.

In this Service Agreement, the words or terms 'we', 'our', 'provider', or 'us' all refer to Home Nursing Solutions as a registered NDIA Service Provider.

The words / terms 'you', 'your', 'client', 'customer', 'potential client', 'participant', and 'participant's representative' refer to you, our client or your appointed representative nominated within the service agreement.

How to Contact Us

If you would like to contact Home Nursing Solutions, please feel free to use one of the following methods;

Phone: (08) 8331 3791

Email: admin@hns.net.au

Post: PO Box 3662, Norwood, SA 5067

Private and Confidential

All details contained within this Service Agreement are considered to be Private and Confidential

The only privileged parties to this information will be the participant nominated in the Service Agreement, their authorised representatives, plan nominees, Home Nursing Solutions (provider) and relevant governing bodies; inclusive of the;

1. National Disability Insurance Agency (NDIA)
2. NDIA Safeguards and Quality Commission (NDISQC)

Service Agreement

Parties

This Service Agreement is for **Participant Name (NDIS Number)** a participant in the National Disability Insurance Agency Scheme (Participant) and is made between:

Participant / Participant's representative or nominee, such as a family member or friend

Participant Name

Participant's representative (optional)

And

Provider – Home Nursing Solutions (4050006465)

This Service Agreement will commence on start date for the period plan start date to plan end date.

The NDIS and this Service Agreement

The Service Agreement is made for the purpose of providing supports under the Participant's National Disability Insurance Scheme's (NDIS) Plan.

A copy of the Participant's NDIS Plan is attached to this Service Agreement

The Parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to:

1. Support the Independence; and
2. Social and Economic participation of people with a disability; and
3. Enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports

Schedule of Supports

The Provider Home Nursing Solutions agrees to provide the participant **Participant Name** with the following supports:

1. (Insert)

The Provider agrees to provide the Participant the above outlined services for the following duration, for each individual service;

1. (Insert)

The supports and their prices are set out in the attached Schedule of Supports. All prices are inclusive of GST (if applicable) and include the cost of providing the supports.

All additional expenses (e.g. Items that are not included as a part of a Participant's NDIS Plan / Supports) are the responsibility of the Participant(s) representative or nominee, and are not incorporated in the cost of the supports. Some of examples of what costs are not included are:

1. Entrance Fees
2. Event Tickets
3. Meals etc

In the event of an emergency or disaster, HNS follows the local advice for your state or territory. Emergency or disaster plan folder stored at the house will be followed.

Responsibilities of the Provider

The provider agrees to:

1. Review the provision of supports at least semi-annually with the Participant once agreed, provide supports that meet the participant's needs and requirements at the preferred times of the participant;
2. Communicate openly & honestly in a timely manner;
3. Treat the participant with courtesy and respect;
4. Consult the participant on decisions about how supports are provided;
5. Provide the participant information relevant to managing any complaints or disagreements & details of the providers cancellation policy (where relevant);
6. Listen to the participants feedback and resolve problems quickly;
7. Give the participant a minimum of 24 hours' notice if the provider has to change a scheduled appointment relevant to providing supports;
8. Give the participant the required notice if the provider needs to end the Service Agreement (see "Ending the Service Agreement" below for more information)
9. Protect the Participant's privacy and confidential information
10. 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; and
11. Issue regular invoices and statements of the supports delivered to the participant.

Responsibilities of Participant(s) representative / nominee. The Participant(s) representative and / or nominee agrees to;

1. Inform the provider about how they wish the supports to be delivered to meet the Participant(s) needs
2. Treat the provider with courtesy and respect
3. Talk to the provider if the participant has any concerns about the supports being provided
4. Give the provider a minimum of 5 business days' notice if the participant cannot make a scheduled appointment; and if the notice is not provided by then, the provider's cancellation policy shall apply.
5. 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
6. 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.

Payments

The provider will seek payment for their provision of supports after the participant(s) representative confirms satisfactory delivery of the supports,

1. Paragraph 1

- 1.1. The participant has nominated Plan-managed/Self-managed to manage the funding for supports provided under this Service Agreement. After providing those supports, the provider will claim payment for those supports from Plan-managed/Self-managed. The plan manager/participant will pay the invoice by EFT within 7 days.

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 wishes to end this Service Agreement they must provide 1 months' notice,

If either Party seriously breaches this Service Agreement the requirement of the appropriate notice period will be waived.

Feedback, Complaints and Disputes

If the participant wishes to give the provider feedback, the participant can talk (Insert) on (08) 8331 3791.

If the participant is not happy with the provision of services / supports and wishes to make a complaint they can talk to (Insert) on (08) 8331 3791.

If the participant is not satisfied or does not want to talk to the designated person, they may refer their complaint to;

1. The Office of the Australian Commissioner Enquiries Line. They can be contacted on; phone 1300 363 992 or email enquiries@oaic.gov.au
2. The National Disability Insurance Agency, for states under their Jurisdiction. They can be contacted on phone 1800 800 110 or email feedback@ndis.gov.au
3. The NDIS Safeguards and Quality Commission, for states under their Jurisdiction. They can be contacted on phone 1800 035 544 or email contactcentre@ndiscommission.gov.au

Goods and Service Tax GST

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

1. 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 participants NDIS plan currently in effect under section 37 of the NDIS Act.
2. The participants NDIS plan is expected to remain in effect during the period the supports are provided; and
3. The participant(s) representative / nominee will immediately notify the provider if the participants NDIS Plan is replaced by a new plan or the participant stops being a participant in the NDIS.

Rate Adjustments

Our rates are subject to increase in accordance with the adjusted NDIA efficient price. Any increase will not affect service provision as the funding in the participants plan will be indexed accordingly to allow for the increase in prices.

Temporary Transformation Payment Provider

As a provider of attendant care and community participation supports, we have access to a higher price limit through a Temporary Transformation Payment (TTP). This conditional loading assists us to continue to transform our business in the move towards a more competitive marketplace. In order to access the TTP price limits, we ensure compliance with the following requirements:

- service prices are published;
- our business contact details are in the Provider Finder and ensure those details are kept up to date; and
- we participate annually in an Agency-approved market benchmarking survey.

Plan Extensions

Occasionally it is difficult for the NDIS to ensure review meetings are undertaken prior to a current plan expiring due to their heavy workload and staffing limitations.

In this instance, the NDIA is committed to ensuring participants will continue to have access to supports and services. As a result, they will automatically extend the plan for a period of 28 day to 90 days.

The NDIS portal system will extend service bookings which are in and the participant will continue to receive services as per the service agreement.

Contact Details

The participant(s) representative can be contacted on:

Contact Details	
Phone Business Hours	-
Phone After Hours	-
Mobile	-
Email	-
Address	-
Alternative Contact	-

The provider Home Nursing Solutions can be contacted on:

Contact Details	
Contact Name	
Phone Business Hours	(08) 8331 3791
Phone After Hours	(08) 8331 3791
Mobile	
Email	
Address	271 The Parade, Beulah Park, SA 5067

Service Agreement Signatures

The Parties Agree to the terms and conditions of this Service Agreement

Participant	
Signature	
Date:	

Signature of Plan Nominee	
Date:	
Name:	

Home Nursing Solutions Authorised Representative	
Date:	
Name:	
Position:	

The service recipient and the intermediary and/or service provider should each keep a copy

Attachment – Schedule of Supports

Support	Description of Support	Price and Payment Info	How Support is Provided

Medical Supplies (e.g. PPE and wound dressing supplies) will be charged accordingly as required.

Total:

Cancellation Policy:

Short Notice Cancellation will be applied according to NDIS Price guide.

<https://www.ndis.gov.au/providers/price-guides-and-pricing>