



# *Busy* Home<sup>PTY</sup> SOLUTIONS

## **1. Parties To The Agreement**

This Service Agreement is made between:

..... of .....

*First and last name*

*address*

Participants NDIS # \_\_\_\_\_

AND

Busy Home Solutions PTY LTD (ABN 30676258478) of 6 Fifteenth Ave, Stuarts Point NSW 2441.

# Busy Home Solutions PTY LTD | Service Agreement

This Service Agreement will commence on **startdate** and will end on **enddate**.

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## 2. Purpose

- a) The purpose of this agreement is to document the supports provided by Busy Home Solutions PTY LTD under your NDIS plan.
- b) This agreement is in the context of the NDIS, a scheme that aims to:
  - 1) Support the independence and social and economic participation of people with disability
  - 2) Enable people with disability to experience choice and control in the pursuit of their goals, and in the planning and delivery of supports.

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## 3. Definitions

**Busy Home Solutions PTY LTD, us or we** means Busy Home Solutions PTY LTD ABN 30676258478.

**Participant or you** means the NDIS participant as identified on page 1 of this Agreement.

**NDIA** means the National Disability Insurance Agency, which runs the NDIS.

**NDIS** means the National Disability Insurance Scheme as established by the NDIS Act.

**Services** means the services and support you agree for us to provide and we agree to provide to you.

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## 4. Supports And Services

- a) Busy Home Solutions PTY LTD will provide you with services and supports identified in your NDIS Plan.
- b) If your plan differs from the details recorded in the NDIS portal, Busy Home Solutions PTY LTD will provide the Services to you according to the details in the NDIS portal.
- c) Together with you and your representative, Busy Home Solutions PTY LTD will determine the specific services we can offer to help you meet your goals.
- d) This will be done through initial consultations, your Participant intake form, this Agreement, and the support planning process.
- e) The specifics of the services, appointment times, locations, and staff members involved will be agreed upon and set out in writing.
- f) Your needs, goals, and preferences may change over time. In consultation with us, the services can be adapted and adjusted accordingly.
- g) Further details are in the attached Schedule of Supports.

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h) You and your representative agree to the following:

- 1) Assessment and review of your Plan by Busy Home Solutions PTY LTD.
- 2) Discussion of your Plan with the NDIA and its contractors (like Local Area Coordinators) by Busy Home Solutions PTY LTD.
- 3) Busy Home Solutions PTY LTD's discussions with service providers providing other Support Services.
- 4) Busy Home Solutions PTY LTD's right to claim travel time from your NDIS funds, to the extent permitted by NDIS rules and applicable laws.
- 5) Provision of services by Busy Home Solutions PTY LTD in line with the terms set out in this Agreement (updated as necessary) and your support plan.
- 6) To be available for interviews and record reviews by third party accreditation, auditors, and legislative bodies for random auditing purposes.
- 7) Compliance with the terms of Busy Home Solutions PTY LTD's Policies (including our Privacy and Information Management Policy).

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## **5. Consent**

- a) Your informed consent is required for the Services provided by Busy Home Solutions PTY LTD.
- b) You may withdraw your consent for any specific Service at any time, and the specific Service will cease immediately.

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## **6. Busy Home Solutions PTY LTD's Responsibilities**

Busy Home Solutions PTY LTD agrees to:

- a) Conduct a review of the services, goals, and progress with the Participant and/or their nominee AT LEAST every six months, unless otherwise specified in your support planning meeting.
- b) Collaborate with the Participant and/or nominee to deliver supports that suit their needs, preferred times, and locations.
- c) Communicate clearly, openly and honestly in a timely manner;
- d) Treat the Participant and the Participant's representatives with courtesy and respect;
- e) Consult the Participant on decisions about how supports are provided;
- f) Give the Participant information about managing any complaints or disagreements and details of Busy Home Solutions PTY LTD's cancellation policy;

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- g) Listen to the Participant's feedback and resolve problems quickly;
- h) Provide the participant with details for independent disability advocacy programs in their relevant state or territory;
- i) Give the Participant a minimum of 24 hours notice if Busy Home Solutions PTY LTD has to change a scheduled appointment to provide supports;
- j) Give the Participant the required notice if Busy Home Solutions PTY LTD needs to end this Service Agreement (see "Terminating this Agreement" below for more information);
- k) Protect the Participant's privacy and confidential information;
- l) Provide supports in a manner consistent with all relevant laws, including the National Disability Insurance Scheme Act 2013, its associated rules and regulations as issued and amended from time to time, and the Australian Consumer Law; and
- m) Keep accurate records on the supports provided to the Participant.
- n) In the event of unexpected changes in service provision, such as a worker's unavailability due to sudden or planned leave, we will take certain steps to ensure continuity in your service:
  - 1) Initially, a skilled substitute worker or a member of our management team, equipped with the necessary skills and capabilities, will temporarily fill the role of the absent worker.
  - 2) If this arrangement becomes untenable or lasts beyond a few weeks, our contingency plan involves sourcing temporary help from an external labour hire or contracting service, or even initiating a recruitment process for the role.
  - 3) Should the worker's absence turn out to be permanent, we will prioritise hiring a new worker to take over the role.
- o) In the event of any critical/reportable incidents', Busy Home Solutions PTY LTD will respond according to the NDIS practice standards, and the NDIS (Incident Management and Reportable Incident) Rules 2018. The following steps will occur in the event of any incident:
  - 1) The incident will be reported internally and recorded in the relevant documentation as per our Incident Management policy. Any emergency services will be contacted if necessary.
  - 2) After recording the incident internally, and if deemed appropriate after consulting with the Participant first, the Incident Manager will notify the Participant's families, guardians, and advocates. Please note, Busy Home Solutions PTY LTD have legal/contractual obligations to report critical incidents where participant consent is not required.
  - 3) An incident report form will be completed within 24 hours of the incident occurring, and if a reportable incident has occurred, a report will also be sent to the NDIS commission.

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- p) Throughout these adjustments, we will keep you fully informed and will actively seek your consent for any alternative arrangements.
- q) For Further information on our procedures for providing support in the event of an emergency or disaster please refer to our Business Continuity Plan and Emergency and Disaster Management Policy.

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## **7. Responsibilities Of The Participant**

You and your Representatives agree to:

- a) Inform Busy Home Solutions PTY LTD about how you wish the Services to be delivered to meet the Participant's need;
- b) Collaborate and actively participate in the development and review of your NDIS plan;
- c) Provide accurate and up-to-date information necessary for the delivery of services, including relevant medical, personal and contact details;
- d) Communicate openly and honestly with Busy Home Solutions PTY LTD, and Inform of any concerns you have with any of the Services being provided;
- e) Treat all Busy Home Solutions PTY LTD's staff, workers and others present during the delivery of support and services with courtesy and respect;
- f) Give Busy Home Solutions PTY LTD the required notice if you cannot make a scheduled appointment, noting that if the notice if not provided, Busy Home Solutions PTY LTD's cancellation policy will apply;
- g) Pay all invoices for agreed services, transport and/or other expenses promptly;
- h) Let Busy Home Solutions PTY LTD know Immediately if there is a change to your NDIS plan, if it is suspended, replaced by a new plan, or if you stop being an NDIS participant.

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## **8. Fees For Services**

- a) Busy Home Solutions PTY LTD will charge you for the Services.
- b) The prices for the specific services that we provide to you are set out in the NDIS Pricing Arrangements and Price Limits.
- c) The prices for all services are subject to modification in line with any changes to the NDIS Price Guide.
- d) Any adjustments in our charges will automatically correspond with the most recent NDIS Price Guide, reflecting the specific Services we provide to you.

# Busy Home Solutions PTY LTD | Service Agreement

- e) Additional expenses (i.e. things that are not funded under your Plan), are your responsibility and to be paid by you.

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## 9. Payments

- a) The Provider will Coordinate my supports as stated in my NDIS plan. After providing these supports, Busy Home Solutions PTY LTD will claim payment for supports provided, as follows;
- b) Busy Home Solutions PTY LTD will seek payment for their provision of supports after the supports have been delivered.
  - 1) *Self Managed* - Busy Home Solutions PTY LTD will send invoices directly to self-managed participant for payment. Accounts are to be settled by the end of the following week;
  - 2) *NDIA Managed* - Busy Home Solutions PTY LTD will claim directly from the NDIS Portal (via Service booking) for NDIA managed participants;
  - 3) *Plan Managed* - Busy Home Solutions PTY LTD will send invoices directly to the plan manager for plan managed participants.

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## 10. Goods And Services Tax (Gst)

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

- a) 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 NDIS Act, in the Participant's NDIS Plan currently in effect under section 37 of the NDIS Act;
- b) The Participant's NDIS Plan is expected to remain in effect while the supports are provided; and
- c) The Participant 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.

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## 11. Plan Extensions

If your plan is automatically extended by the NDIA, this service agreement with Busy Home Solutions PTY LTD will remain valid for the extended period, if necessary. Should you decide not to continue receiving services during this time, the standard service cancellation policy outlined above will apply.

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## 12. Support Delivery

# Busy Home Solutions PTY LTD | **Service Agreement**

- a) Busy Home Solutions PTY LTD will deliver Coordination of Supports to assist you in achieving your goals and aspirations, in accordance with the NDIS pricing guidelines. The role of a Support Coordinator includes, but is not limited to:
  - 1) Assisting with planning;
  - 2) Identifying and sourcing suitable services and providers;
  - 3) Connecting you with the services and activities you choose;
  - 4) Supporting you through crisis situations;
  - 5) Conducting research as needed;
  - 6) Providing training on using the NDIS portal;
  - 7) Ensuring all providers are aligned and working with you towards your goals;
  - 8) Assisting with navigation of the NDIS portal;
  - 9) Communicating with service providers, the NDIA, and other relevant organisations.
- b) Much of our coordination work happens behind the scenes, but we're always available for face-to-face support when needed, provided it falls within your available funding. We'll keep you informed as things progress and regularly check in to ensure everything is on track.
- c) If Busy Home Solutions PTY LTD provides support services within your home, the participant and their support networks must ensure that their home is safe for staff to enter to provide your agreed services. For example, the environment must be;
  - 1) Free from alcohol, drugs, cigarettes and violence of any kind;
  - 2) Free of all pets in the shared space;
  - 3) Clear of all rubbish and dangerous materials.
- d) If any other persons are present during the in-home visit, the participant or support network must notify the staff or Busy Home Solutions PTY LTD.

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## **13. Cancellation And No Show Policy**

- a) If a service is cancelled at short notice, or there is a no show, you agree that we may charge you up to 90% of the relevant amount that would otherwise be payable to us if you:
  - 1) Do not show up for a scheduled meeting within a reasonable time, or are not present at the agreed place and within a reasonable time when Busy Home Solutions PTY LTD is travelling to deliver the support; or

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- 2) Have given less than 48 hours notice of cancellation for a scheduled appointment or support.
- b) Busy Home Solutions PTY LTD will only charge for a short notice cancellation (or no show):
  - 1) For support items that the price guide allows short notice cancellation claims; and
  - 2) *When they cannot find other billable work for the relevant worker, and if they must pay the worker for their time.*
- c) The NDIS monitors short notice cancellations and may contact Busy Home Solutions PTY LTD about participants with a high number of cancellations. Busy Home Solutions PTY LTD will work with you to minimise cancellations and make sure your plan is meeting your needs.
- d) To cancel a support outside of office hours, please call 0447115223.

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## 14. Terminating This Agreement

- a) Should either party wish to end this Agreement, they must give twenty-eight (28) days' notice in writing or by phone (if written notice cannot be provided by the Participant/Representative).
- b) If either party seriously breaches this Agreement, the requirement of notice will be waived.
- c) Busy Home Solutions PTY LTD reserves the right to terminate this Service Agreement immediately under the following circumstances:
  - 1) If you cease to possess a source of individualised government funding (i.e., no longer an NDIS participant or have exhausted all your NDIS funding). Your support will be placed 'on hold' until additional funding is added or funding is resumed.
  - 2) If you or your support network fail to communicate and inform us about changes in your support needs.
  - 3) If you decide to transfer to another service provider.
  - 4) In the event of your death.
  - 5) If you demonstrate an inability or unwillingness over time to work towards the agreed goals.
  - 6) If you fail to comply with the reasonable conditions outlined in your support plan, consequently jeopardising the safe delivery of our services and the health and safety of our staff.
  - 7) If you breach the terms of this Agreement.
  - 8) If you fail to comply with the Policies of Busy Home Solutions PTY LTD.

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- 9) If changes in your condition result in the need for supports or services that exceed the skills and expertise of Busy Home Solutions PTY LTD's staff, or would require services that we lack the capacity to provide.
- 10) If there has been no contact between you and Busy Home Solutions PTY LTD for a period of 1 year.
- 11) If you or members of your support network engage in behaviour deemed unacceptable by Busy Home Solutions PTY LTD, such as violence, abuse, aggression, theft, property damage, or behaviour posing risks to the safe delivery of our Services or the health and safety of our staff.
- 12) If you disregard risk management procedures under Busy Home Solutions PTY LTD's Workplace Health and Safety Policy.
- d) If you notify us that you want to terminate this Service Agreement, Busy Home Solutions PTY LTD will:
  - 1) Notify the NDIA and the service providers which are providing supports to you under your Plan that we will no longer be acting as your intermediary once the 30 day notice period is up. We will also notify them that we will only accept claims for payment up to the date on which this Agreement ends.
  - 2) Provide you with a statement of the Plan balances remaining on the last day of Plan Management activities, within 14 days of the last day we process transactions on your behalf.

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### **15. Complaints And Feedback**

- a) If the Participant wishes to give Busy Home Solutions PTY LTD feedback or wishes to make a complaint in regard to the provision of supports, you can make a complaint:
  - 1) In person to the CEO or a staff member;
  - 2) By email to [admin@busyhomesolutions.net](mailto:admin@busyhomesolutions.net);
  - 3) Verbally by telephone to 0447115223;
  - 4) By post to 6 Fifteenth Ave, Stuarts Point NSW 2441
  - 5) On our website [www.busyhomesolutions.net](http://www.busyhomesolutions.net).
- b) For all written complaints or feedback, please provide your complaint in the form of our written Feedback and Complaints Form.
- c) We will resolve complaints promptly in accordance with our Feedback and Complaints Policy.
- d) You can make a complaint to the NDIS Commission by:

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- 1) Phone: 1800 035 544 or TTY 133 677 (Interpreters can be arranged);
- 2) National Relay Service and ask for 1800 035 544; or
- 3) Visiting <https://www.ndiscommission.gov.au/about/complaints> and filling out a complaint contact form.

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## **16. Emergency And Disaster Management**

- a) In the event of an unavoidable change to the provision of supports to you due to an emergency or disaster occurring we will abide by the following care continuity plan to ensure that supports continue to be delivered to you:
  - 1) We will attempt to find a suitably qualified and/or experienced Worker at Busy Home Solutions PTY LTD to fill in on a temporary basis to provide support to you while your regular worker is absent.
  - 2) Engage an external agency to provide short term assistance or otherwise recruit for the role.
  - 3) Recruit a new Worker to act in the role.
- b) In the event of an emergency or disaster, Busy Home Solutions PTY LTD's workers will be trained to follow the procedures set out in the Emergency Management Plan, ensuring you are safe, and your supports are maintained during this time.
- c) A Participant Emergency Plan will be completed in collaboration with you and your representative/family, to ensure your specific support needs are taken care of and appropriate procedures are in place during an emergency.

## **AGREEMENT SIGNATURES**

Executed as an agreement on

Date: ...../...../.....

**Signed** for and on behalf of

**Busy Home Solutions PTY LTD**

**ABN 30676258478 (Busy Home Solutions PTY LTD)**, by:

.....  
Signature

.....  
Name (please print)

**Signed** by the Participant:

# Busy Home Solutions PTY LTD | **Service Agreement**

Signature

Name (please print)

**Signed** by the Representative:

.....  
Signature

.....  
Name (please print)

## **Internal Use Only**

A fully signed version of the Agreement should be provided to the Client. If this has not occurred, please make a record below of the circumstances if the Client did not receive a copy of their Agreement.

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## **Annexure A: Schedule of Supports**

Participant Signature:	Date: ___/___/___
Signed on behalf of Busy Home Solutions PTY LTD:	Date: ___/___/___

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## Annexure B: Change to Schedule of Supports

Change number	Type of change	Support relating to	Details of change	Date effective	Change budget in	Total new budget	Payment information	Comments

Change number	Busy Home Solutions PTY LTD Representative name	Busy Home Solutions PTY LTD Representative signature	Date	Participant/Representative's name	Participant/Representative's signature	Date