

Service Agreement for Supported Independent Living under the National Disability Insurance Scheme (or Continuity of Support Program).

Parties

This Service Agreement is for, a participant in the National Disability Insurance Scheme (you), and is made between:

You or your representative	Name: NDIS No: Address:
Service Provider's Name	Eternal Disability Care ABN: 53 643 886 926

The Property

Your room	Property Address and SIL registration details
<i>[Room number, description of the room or include a diagram if required. If the Participant is occupying a self-contained unit this should be clarified here]</i>	

The furniture in your room is:	owned by you owned by Eternal Disability Care owned partly by you and partly by Eternal Disability care
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Accommodation Payments

Your Reasonable Rent Contribution (see 'Accommodation Payments' below)	\$
Commonwealth Rent Assistance	\$
Payment will be paid [weekly/fortnightly/other]	

Payment for board will be collected as part of the Service Agreement with your Service Provider. Please refer to the Service Agreement with your Service Provider for the amount of your board payment, what costs the board payment will cover and the method and timing for the board payment.

How payments will be made:

- ☐ Cheque
- ☐ Cash

- ☐ Bank Transfer
- ☐ Direct Debit

If Bank Transfer or Direct Debit, please make payments payable to the following bank account:

BSB Number: 012-429

Account Number: 476276117

Account Name: GVL Group Pty Ltd

Payment Reference:

Eternal Disability Care acknowledges and agrees that your payment obligations under this Accommodation Agreement may be satisfied by Department of Human Services or the NDIA or the Service Provider (where possible) on your behalf.

Eternal Disability Care acknowledges that any money received by the Service Provider from the State which relates to rental payments (Prepaid Rent), will be paid to Eternal Disability Care by the Service Provider on your behalf and used to pay for your Reasonable Rent Contribution.

Eternal Disability Care agrees to use the Prepaid Rent to pay for your Reasonable Rent Contribution until the Prepaid Rent has been used completely. Once used completely, you agree to pay the Reasonable Rent Contribution (or a portion of it for the first payment, if applicable) to Eternal Disability Care from that date onwards.

Length of this Service Agreement

This Service Agreement will start on..... and continue until you or the Service Provider ends the Agreement earlier (see 'Ending this Agreement')

This Agreement will terminate automatically if:

- the Service Provider is de-registered by the NDIA; or
- the Accommodation Provider has terminated the Accommodation and Service Provider Agreement and the Service Provider can no longer access the property; or
- the Accommodation Agreement between yourself and the Accommodation Provider is terminated for whatever reason.

The NDIS and this Service Agreement This Service Agreement is made for the purpose of providing supports under your National Disability Insurance Scheme (NDIS) plan or your Continuity of Support (COS) plan

A copy of your NDIS plan or COS plan or equivalent is attached to this Service Agreement [delete this sentence if Participant chooses not to attach their plan].

The Parties agree that this Service Agreement is made in the context of the NDIS or COS, which are schemes that aim 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.

If, from time to time, the provisions within this Service Agreement differ from any requirements specified by the NDIA in respect of supports or the Service Provider, the Service Provider agrees that it will satisfy, as a minimum, all such requirements set by the NDIA.

How you can voice your opinion or concerns about dwelling

At Eternal Disability Care we respect and appreciate any feedback in regard to the residence, your opinions and concerns can be voiced face to face otherwise you can fill out our Complaint or Feedback Form and send it via email or mail. These forms are provided in your Welcome Pack which is provided in the initial consult.

Preventing and Managing Conflicts

When conflicts arise between tenants, it is Eternal Disability Care's job to come to a resolution. It is important that Eternal Disability Care will:

- Understand the issue.
- Clarify why the issue began.
- Mediate between the two participants without taking sides.
- Follow up the resolution.

Eternal Disability Care will implement preventative measures to prevent conflicts within the shared living environment as below:

- Work with the tenants to develop a set of house rules that suit their living area.
- Help the tenants communicate between each other, by being the mediator.
- Include all tenants in decision making.
- Ensure the participants understand their rights and responsibilities, this is done by explaining it and then getting them to sign an acknowledge form.
- Any potential candidates must be aware of the rights, responsibilities and house rules that are applied before they move into the premises.
- Discuss with all tenants about the moving in of a new tenant and introduce them.

Changes

If either party wishes to make changes to the agreement, this must be made in writing and agreed upon. This must then be signed by both parties, dated, and filed safely.

Vacancies

Eternal Disability Care may have available vacancies and will follow fair structured procedures in order to find the best suited participant(s) to fill the vacancies without any bias judgements. Vacancies could be due to multiple reasons including being a new provider for SDA (if the dwelling is successfully registered or near registration), a participant wishes to move to another property, a participant becomes ceased, or the provider notifies the participant with an eviction notice.

Eternal Disability Care will notify the NDIA if a vacancy is available or about to be available within 5 business days of being made aware.

Application Review for Participants and Landlord

Each application has to be reviewed fairly and with transparency with the intent of finding the most suitable participant. Eternal Disability Care will implement a selection team of staff members (or outsource a service provider if Eternal Disability Care does not have any participants or is unsure on selecting a candidate) for the reviewing and suitability of each application. The selection team will look at points as below:

- Accessibility needs.
- Age, gender and cultural needs.
- Whether or not modifications need to be made to the property.
- Behaviour management requirements.
- Informal and formal physical, social and emotional support needs.
- Longevity of stay and support plans.
- Communication skills.
- The effect on current tenants and potential tenants if the candidate moves in.
- Goals and interests of the participant.
- How the dwelling will benefit and adversely affect the candidate.

Eternal Disability Care will ensure every applicant has given enough information so the selection team can make a consistently informed outcome.

Behaviour Concerns

Eternal Disability Care is dedicated to maintaining tenancies as much as possible in order to allow participants to live a well-maintained positive life. It is important Eternal Disability Care completes an initial risk assessment of the participant and does this quarterly to identify any risks that could affect the participants tenancy. Eternal Disability Care will consider making any necessary changes to suit the participant which may include modifications, contact further outsourced support services and any social groups.

If Eternal Disability Care believes that the participant won't be able to maintain their tenancy or if Eternal Disability Care wishes to terminate the contract, Eternal Disability Care will arrange a dedicated meeting with the participant, their family, support persons and other important nominees such as support coordinators to come to a resolution and prevent any future occurrences.

Your Living Arrangements

You have signed an Accommodation Agreement with the Accommodation Provider to live at this address:

Address:

Accommodation Provider:

Eternal Disability Care _____

Date of Accommodation:

Your Supports

The Service Provider agrees to provide you with Supported Independent Living services or COS services while you are living at your address. These are the “supports”.

The Service Provider will also provide you with Board. The activities and items included in Board, which are paid for out of your Board payment.

You give the Service Provider the right to access your room at any time to provide the supports to you. Your Accommodation Provider has also given the Service Provider the right to use the shared areas in your home and the office (if there is an office in your home).

Responsibilities of Service Provider

The Service Provider agrees to:

- treat you with courtesy and respect;
- include you in discussions about how your supports are provided;
- review your supports with you at least once a year;
- communicate openly and honestly in a timely manner;
- give you information about managing any complaints or disagreements; listen to your feedback and resolve problems quickly;
- write to you and/or your representative within five (5) business days if the contact details shown in this Agreement change;
- give you the required notice if the Service Provider needs to end the Service Agreement (see ‘Ending this Service Agreement’ below for more information);
- protect your privacy and confidential information;
- provide supports in a way that complies with all relevant laws, including the National Disability Insurance Scheme Act 2013 and rules, and the Australian Consumer Law;
- comply with all professional standards, quality requirements and codes of conduct;
- keep accurate records of the supports provided to you and provide these at your request;
- issue invoices and statements of the supports delivered to you as required under relevant consumer laws and if requested by you;
- account for all expenses covered by the Board Payments monthly and annually and provide the statement to you if requested;
- temporarily reduce Board whilst you are on holidays or other planned absences;
- will assist you to contact the NDIA or Support Coordinator (or Department of Health) when asked to by you;

- will assist you to attend a hearing or other NDIS or government complaint body where you are making a complaint about the Accommodation Provider;
- will assist you, should you wish to move out of the home, to find alternative accommodation;
- have all necessary insurances to provide you with supports; and
- take all necessary steps to fulfill its obligations to workers and other people in the home under the Workplace Health and Safety legislation.

Your Responsibilities

You agree to:

- inform the Service Provider about how you wish the supports to be delivered to meet your needs;
- treat the Service Provider with courtesy and respect;
- make the payments required for the supports;
- talk to the Service Provider if you have any concerns about the supports being provided;
- notify the Service Provider if you are planning any holidays or other absences;
- give the Service Provider the required notice if you need to end the Service Agreement (see 'Ending this Service Agreement' below for more information); and
- let the Service Provider know immediately if your NDIS plan is suspended or replaced by a new NDIS plan or you stop being a participant in the NDIS.

Conflict of Interest and Relationships

You acknowledge that the Service Provider is required to have an agreement in place with the Accommodation Provider who is managing the property.

In some instances, there may be a relationship between the two providers which means they are not completely independent. You need to be comfortable with the relationship between the Service Provider and the Accommodation Provider before you sign this Agreement.

Details of this relationship are:

- ☐ No relationship
- ☒ Accommodation Provider and Service Provider are the same
- ☐ Accommodation Provider and Service Provider have the same management Accommodation
- ☐ Provider and Service Provider are part of a joint venture
- ☐ Other: _____

Further information on this relationship (if any):

House Rules

The Service Provider must assist you and the other occupants of the property to prepare and agree House Rules within the first 3 months of this Service Agreement.

The House Rules should cover the issues that are important to you about living at the property. You can use these headings or change the document to suit you.

The House Rules should say how you will make important decisions about your supports and the way you behave in your home. Your NDIS Support Planner may be able to give you more information about these types of decisions.

The Service Provider must ensure that the House Rules (and any changes to the House Rules) are consistent with any other house or building rules which the Accommodation Provider must comply with, including the building rules under the lease.

You agree that no House Rules (or changes to the House Rules) will be proposed or considered unless such rules are consistent with any other house or building rules which the Accommodation Provider must comply with.

The Service Provider will keep a copy of the House Rules and will also give a copy to the Accommodation Provider. The Service Provider and Participants who live in the House will review and update the House Rules once a year.

Payments

Support Payment

The Service Provider will seek payment of the Supported Independent Living payment from the NDIA in accordance with the relevant NDIS rules, guidelines and terms of business or The Service Provider will seek payment for COS from the Commonwealth Department of Health.

Board Payment

If the Service Provider will be providing you with Board under this Service Agreement, then the following paragraphs in respect of Board Payments will apply. If the Service Provider will not be providing you with Board under this Service Agreement, then you will not be required to pay Board Payments.

You agree to pay a Board Payment to the Service Provider to cover daily household living expenses. The Board Payment will typically be 50% of the base rate of the Disability Support Pension that would apply to you assuming you are eligible to receive the Disability Page 6 of 18 Support Pension, plus the energy supplement.

Because your Board Payment is a percentage, it will change when the amount of either the Disability Support Pension and/or energy supplement change. You agree to pay the increase when notified by the Service Provider who will let you know at least 28 days before the increase occurs.

If you are not eligible for either a Disability Support Pension or Commonwealth Rental Assistance, then your Board Payment will be calculated as 50% of the base rate of the Disability Support Pension applicable for your circumstances.

Board Payments will cover food, utilities and living expenses.

The Board Payment will be made each fortnight by EFT to the Service Provider.

Commonwealth Mobility Allowance

You agree to pay an agreed portion of the Commonwealth Mobility Allowance depending upon your usage of transport provided by the Service Provider.

The Commonwealth Mobility Allowance will be made each fortnight by EFT to the Service Provider.

Your agreed portion is:

If you are not eligible for the Commonwealth Mobility Allowance or the amount of the Commonwealth Mobility Allowance you receive is not enough to cover the costs of your usage of transport, then you agree to pay to the Service Provider for transport costs based on your usage of transport

Written Receipts

The Service Provider must provide written receipts to you within two weeks of any payment.

Additional expenses

(i.e. things that are not included as part of your NDIS supports) are the responsibility of you or your representative and are not included in the cost of the supports. Examples include entrance fees, event tickets, personal shopping etc.

Changes to this Service Agreement

If changes to the supports or their delivery are required, you (and/or your representative) and the Service Provider 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

How you (or your representative) may end this Service Agreement

If you wish to leave the property, you may end this Agreement at any time by giving Eternal Disability Care 28 days' notice in writing. You will be required to make all the Accommodation and Support Payments until the end of your notice period, unless Eternal Disability Care agrees in writing that you do not have to.

After the expiry of the first two years of this Service Agreement, you may end this Service Agreement at any time on 60 days' notice if you choose to leave the accommodation.

How the Service Provider may end this Service Agreement

Before giving notice to end this Service Agreement for any reason, the Service Provider will arrange a meeting with you, your representative (if you have one), the Accommodation Provider, an NDIS Support Coordinator or COS Support Coordinator and other relevant support staff to consider whether you require additional supports to enable you to remain at the property or whether the Service Provider can support you in a different home.

If approved corrective action or additional reasonable and necessary supports have been implemented to rectify the cause for proposing to end this Service Agreement, then the Service Provider will allow sufficient time to monitor that the cause no longer applies and agrees not to end this Service Agreement if the Service Provider is satisfied that the cause no longer applies.

Ending this Service Agreement in the first two years

In the first two years of this Service Agreement, the Service Provider may not terminate this Service Agreement, except if one of the following occurs:

- You carry out an illegal activity within the home;
- You have not paid the Service Payment or the Board Payment and do not pay these amounts within 14 days of receiving an overdue notice;
- You cease to be a Participant in the NDIS or COS;
- The Accommodation Provider terminates your access to the home; or
- The Service Provider is unable to support you to remain at the Property without serious risk of harm to yourself, other residents or staff in the home or a breach of the Service Provider's workplace health and safety obligations

If the Service Provider deems it necessary to end this Service Agreement in the first two years because of any of the reasons above, then the Service Provider will immediately request that the NDIA determine appropriate reasonable and necessary support to assist resolution. If the NDIA determines that it is not appropriate for you to remain at the property, the Service Provider will work with the NDIA to find you alternative accommodation and will end this Service Agreement by providing notice.

Ending this Service Agreement after the first two years

After the expiry of the first two years of this Service Agreement, the Service Provider may end this Service Agreement by providing you with the appropriate notice period specified by the NDIS (which is currently 90 days minimum notice). However, the Service Provider may end this Service Agreement with less notice if:

- You carry out an illegal activity within the home;
- You have not paid the Service Payment or the Board Payment and do not pay these amounts within 14 days of receiving an overdue notice;
- You cease to be a Participant in the NDIS or COS;
- The Accommodation Provider terminates your access to the home; or
- the Service Provider is unable to support you to remain at the Property without serious risk of harm to yourself, other residents or staff in the home or a breach of Service Provider's workplace health and safety obligations.

Regardless of the reason for ending this Service Agreement, the Service Provider will immediately notify the NDIA and will work with the NDIA to find you alternative accommodation and/or alternative daily living supports.

Change of Service Provider

After the expiry of the first two years of this Service Agreement, you may end this Service Agreement by following the Termination Process outlined in your Accommodation Agreement.

However, you may seek to change a Service Provider at any time if any of the circumstances set out in the third paragraph in your Accommodation Agreement under 'Change of Service Provider' occurs.

Record Keeping

The Service Provider agrees to keep full and accurate accounts and financial records of the supports delivered to you, along with records of service agreements, household expenses and any complaints which they have received for five years from the date each record is received.

The Service Provider confirms that the way they hold these records complies with the NDIS Terms of Business or equivalent for COS, all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or Local Authority.

If you would like to view the records held by the Service Provider, you can talk to

Golchha Jaiswal

on

G.jaiswal@eternaldisabilitycare.com.au

1800 973 600

The Service Provider will provide you access to view the records they hold within five (5) business days of your request, unless to do so could or would breach the law.

Feedback, complaints and disputes

The Service Provider will give you a copy of their Complaints Policy at the time you sign this Service Agreement.

If you wish to give the Service Provider feedback, you can talk to

Golchha Jaiswal

on

G.jaiswal@eternaldisabilitycare.com.au

1800 973 600

If you have a NDIS plan and you are not satisfied or do not want to talk to the Service Provider's contact person, you can contact the

National Disability Insurance Agency by calling 1800 800 110, visiting one of their offices in person, or visiting ndis.gov.au for further information.

If you have a COS plan and you are not satisfied or do not want to talk to the Service Provider's contact person, you can contact the

Commonwealth Department of Health by calling 1800 020 103 or visiting <https://agedcare.health.gov.au/programsservices/commonwealth-continuity-of-support-programme> for further information.

Privacy

The Service Provider agrees to comply with all relevant Privacy Laws in the way it holds, uses and shares your personal and health information (including your NDIS plan).

The Service Provider may ask that you sign a written consent which allows the Service Provider to share your personal and health information with the Accommodation Provider or another person/entity.

You do not have to sign this consent form. And if you do sign, you can always withdraw your consent later on.

If you do not provide your consent to share your personal and health information, it does not mean that the Service Provider can't share your personal and health information, but without your consent, they must comply with the relevant Privacy Laws before they share your information.

Goods and services tax (GST)

If you receive supports as detailed in an NDIS plan, 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 your NDIS plan currently in effect under section 37 of the NDIS Act;
- your 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 Service Provider if your NDIS Plan is replaced by a new plan or you stop being a participant in the NDIS.

If you receive supports as detailed in a COS plan, for the purposes of GST legislation, these may or may not be GST free. The Service Provider agrees to let you know which supports will include a charge for GST.

Contact details

You or your representative can be contacted on:

Name: _____

Phone: _____

Email: _____

Address: _____

The service provider can be contacted on:

Contact name: Golchha Jaiswal

Role: CEO

Mobile: 0420 882 902

Phone: 1800 973 600

Email: G.jaiswal@eternaldisabilitycare.com.au

Head Office: 17 Graham Street, Doonside, NSW 2767

Agreement signatures

The Parties agree to the terms and conditions of this Service Agreement.

Signed by Participant or Participant's Representative

Signature: _____ Date: ____/____/____

Name: _____

Signed by authorised representative of the Service Provider

Signature: _____ Date: ____/____/____

Name: _____