**NDIS Specialist Disability Accommodation Service Agreement**

##

## These are the additional terms referred to in Attachment 5 of the SDA residency agreement between the Secretary to the Department of Families, Fairness and Housing (as SDA provider) and NDIS Participant (as SDA resident) to enable the SDA provider to collect SDA payments from National Disability Insurance Agency.

## NDIS SDA service agreement terms

The SDA provider and the SDA resident acknowledge that:

(a) The SDA resident is a participant of the National Disability Insurance Scheme (**NDIS**) under the *National Disability Insurance Scheme Act 2013* (Cth) (**NDIS** **Act**).

(b) Specialist disability accommodation (**SDA**) is a reasonable and necessary support under the SDA resident's plan that is in effect under section 37 of the NDIS Act (**NDIS Plan**).

(c) This NDIS SDA Service Agreement (including these additional terms in this Annexure A) is made in the context of the NDIS and is a service agreement for the purposes of the NDIS.

## NDIS details

|  |  |
| --- | --- |
| SDA provider registration number |  |
| SDA Resident Name |  |
| SDA resident NDIS number |  |
| Support Coordinator’s name  |  |
| Name of Organisation |  |
| Contact details  | Ph:                                      Email:  |
| Copy of NDIS Plan (or extract confirming SDA) attached | [ ]   Yes[ ]   No  |

## Support and cost

(a) The SDA provider will provide the SDA resident with SDA (which is the SDA enrolled dwelling) in accordance with this Agreement.

(b) The SDA provider will claim payment of the Annual SDA Price outlined below from NDIS funding in accordance with the NDIS laws.

(c) At the date of this Agreement, the Annual SDA Price payable is:

|  |  |
| --- | --- |
| **Annual SDA Price** | **$XXXXX per year****This amount is subject to change if the SDA Price Guide changes as outlined below.** |

(d) The SDA provider and the SDA resident acknowledge that:

(i) the SDA provider will claim the maximum amount that can be funded under the NDIS for the specialist disability accommodation stated in the SDA resident's NDIS Plan, in accordance with the *National Disability Insurance Scheme Price Guide for Specialist Disability Accommodation* and the *Support Catalogue* published by the NDIA (**SDA Price Guide**);

(ii) the Annual SDA Price will change in line with the changes to the SDA Price Guide so that the maximum amount is payable to the SDA provider; and

(iii) the Annual SDA Price is payable:

(A) during the term of this Agreement; and

(B) if the SDA dwelling is enrolled to house 2-5 residents, after the SDA resident no longer resides at the SDA enrolled dwelling for up to 60 or 90 days in certain circumstances,

in accordance with the NDIS laws.

## Payment

(a) The SDA provider will claim payment of the Annual SDA Price by monthly instalments from the NDIA.

(b) The SDA resident consents to the SDA provider lodging service bookings in the NDIS portal for the SDA.

## Review

The SDA provider will review this Annexure A and the provision of SDA every 12 months during the term of this Agreement or more frequently if the SDA resident's accommodation needs change.

## GST

(a) Words or expressions used in this clause that are defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**) have that same meaning.

(b) The SDA provider and the SDA resident acknowledge and agree that:

(i) except where stated otherwise, all fees and amounts otherwise payable under this Agreement include GST;

(ii) the supply of the SDA is the 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 SDA resident’s NDIS Plan currently in effect under section 37 of the NDIS Act;

(iii) the SDA resident's NDIS Plan is expected to remain in effect during the period the SDA is provided; and

(iv) the SDA resident will immediately notify the SDA provider in accordance with paragraph 9 below.

(c) Notwithstanding paragraph 6(b) above, if the Australian Taxation Office, a court or tribunal determines that the supply of SDA under this Agreement is a taxable supply (or it otherwise is or becomes a taxable supply) under the GST Act and GST is imposed on the supply, the SDA provider may claim from a resident’s NDIS, SDA funding, an additional amount on account of GST in respect of that taxable supply.

(d) This provision survives the end of this Agreement.

## Additional duties of SDA provider

The SDA provider agrees to:

(a) act with integrity, honesty and transparency;

(b) communicate with the SDA resident in a timely manner regarding matters related to SDA;

(c) provide the SDA in a manner that is consistent with all relevant laws,

(d) promptly take steps to raise and act on concerns about matters that may impact the quality and safety of the SDA provided to the SDA resident;

(e) keep accurate, up to date records of the SDA provided to the SDA resident;

(f) issue regular statements of the SDA provided to the SDA resident; and

(g) issue a receipt for any payment made by the SDA resident.

## Additional duties of SDA resident

The SDA resident agrees to:

(a) authorise the SDA provider to claim payment for the SDA in accordance with the terms of this Agreement; and

(b) immediately notify the SDA Provider if:

(i) the SDA resident's NDIS Plan is suspended or replaced by a new plan approved by NDIS;

(ii) the SDA resident ceases to be a NDIS participant; or

(ii) the SDA resident ceases to be eligible to receive SDA.

## Making changes to the Agreement

1. If changes to the SDA funding level or plan duration are required, the SDA provider and the SDA resident (and/or the SDA resident's representative) agree to discuss and review this Agreement in respect of such changes.
2. Subject to paragraph 3 above which deals with changes to the Annual SDA Price and clause 9 (c) which deals with a transfer of this Agreement, changes to this Agreement must be made in writing and signed by the SDA provider and the SDA resident which excludes changes to the Annual SDA Price.
3. The SDA provider may transfer this Agreement to the Director of Housing (Director). The Department of Families, Fairness and Housing would continue to manage the SDA dwelling on behalf of the Director.  The SDA provider will give notice of the transfer to the SDA resident. If the SDA resident's NDIS plan specifies the SDA provider that is to provide the SDA, upon request by the SDA provider, the SDA resident will consult with the SDA provider and take any reasonable steps to seek a review and update of the SDA resident's NDIS plan so that it specifies the Director as the SDA provider that is to provide the SDA.

## Additional right to end this Agreement

Subject to any applicable law to the contrary, the SDA provider may also end this Agreement by giving at least 90 days' written notice to the SDA resident if:

(a) the SDA resident is no longer a NDIS participant; or

(b) the SDA resident's NDIS Plan is amended to exclude SDA.

## Other privacy matters

(a) The SDA resident acknowledges that the SDA provider may utilise the National Disability Insurance Agency (NDIA) portal to view information including the SDA's resident NDIA participant number and the status of claims for payments. The SDA provider also uses its own Client Relationship Information System (CRIS), Housing Integrated Information Program (HiiP) and other departmental systems to manage information related to supports and services delivered to the SDA resident.

(b) The SDA resident acknowledges and agrees that the SDA provider can share relevant personal information with NDIS service providers and the NDIA. The information includes the SDA resident’s name, contact details, details of the SDA resident’s representative and the name of workers assisting the SDA resident, together with other matters concerning the SDA resident in order to be able to provide the SDA.

(c) The SDA provider will protect all personal information and health information about the SDA resident as required by the Department of Health and Human Services Privacy Policy <https://www.dhhs.vic.gov.au/department-health-and-human-services-privacy-policy>, the Privacy and Data Protection Act 2014 (Vic) and the Health Records Act 2001 (Vic). The SDA provider must comply with all state and federal privacy legislation including, but not restricted to the NDIS Act 2013 and the Privacy Act 1988.

## Complaints and feedback

1. The SDA resident can make a complaint (including an anonymous complaint) or provide feedback about SDA provided under this Agreement, without fear of adverse consequences.
2. For complaints related to unresolved maintenance related issues, contact the Housing Call Centre (HCC)
on 1300 292 512 or <SDA.maintenance@dhhs.vic.gov.au>
3. For complaints related to any other reason, email <sda@dffh.vic.gov.au>
4. Please refer to clause 15 of the standard terms of the SDA Residency Agreement and Attachment 4 of the SDA Residency Agreement for additional information on the process for making a complaint about the SDA.

## Representative

If this Agreement is signed on behalf of the SDA resident by an Authorised Representative of the SDA resident (a person with legal authority to enter into this Agreement on behalf of the SDA resident such as a NDIS Plan nominee), the Authorised Representative's details are outlined below and the Authorised Representative represents that they are authorised by law to sign this Agreement on behalf of SDA resident.

|  |  |
| --- | --- |
| **Name**  |  |
| **Relationship to SDA resident (e.g., parent, sibling, partner)** |  |
| **Role (e.g., NDIS Plan nominee, appointed guardian)** |  |
| **Phone** |  |
| **Mobile** |  |
| **Email** |  |
| **Address** |  |

## Signing

**SDA provider**

SIGNED by, as authorised representative for the Secretary to the Department of Families, Fairness and Housing (ABN 88 139 482 080)

Date: 00/ 00 /202

**SDA resident**

……………………………………………………….
[insert signature of SDA resident]

Date: / /
(dd/mm/yyyy)

Or

**Authorised Representative/NDIS plan nominee of SDA resident**

……………………………………………………….
[insert signature of Authorised Representative/NDIS plan nominee of SDA resident]

Date: / /
(dd/mm/yyyy)