

## Summary

The purpose of the Engagement stage of the Disability Pathway is to work with the people we support to clearly capture and understand their support requirements, identify the supports to be delivered by Life Without Barriers (LWB) and ensure the people we support understand the conditions of LWB service delivery.

The Engagement stage is a crucial process for all people we support (new and ongoing) that enables:

- A consistent and transparent way of LWB engaging with the people we support so that each person is treated fairly and according to their assessed need.
- LWB to capture from the person, their nominee or decision makers, any relevant information to assess the level of support required, any areas of risk or complexity that require safeguarding, and agree to the supports to be delivered by LWB. This information is captured within the [NDIS LWB 403 Engagement Form](#).
- Sharing with the person, their nominee or decision makers, relevant information about LWB supports and the terms and conditions contained in the Service Agreement. This includes 1. Responsibilities, 2. Privacy, 3. Consent to Create a Service Booking, 4. Terms and Conditions, 5. Conflict of Interest, 6. Feedback, Queries, Complaints and Disputes.
- LWB the opportunity to obtain consent to services **PRIOR** to commencing service delivery.
- The completion of the [NDIS LWB 412 Service Agreement](#).
- The completion of the [NDIS LWB 450 Consent to Collect and Share Information](#)
- The completion of the [NDIS LWB 422 Accommodation Agreement](#) (as required).

## Introduction

LWB promotes, upholds and respects the legal and human rights of each person to access supports that enable choice and control and freedom of expression. The LWB Engagement process provides the opportunity to gain a more detailed understanding of each person's support needs, allowing us to tailor supports to individual preferences. This work progresses the person through the stages, from an agreed quote to a signed LWB Service Agreement and the delivery of services.

This procedure aims to guide staff through the engagement process which is a critical first step within the [Disability Pathway](#) for the people we support. The completion of the [NDIS LWB 403 Engagement Form](#) leads to the [NDIS LWB 412 Service Agreement](#), the [NDIS LWB 450 Consent to Collect and Share Information](#) and, where applicable, the [NDIS LWB 422 Accommodation Agreement](#).

## **NDIS Quality and Safeguards Commission Requirements of Disability Support Providers**

The NDIS Quality and Safeguards Commission (NDIS Commission) is responsible for improving the quality and safety of NDIS supports and services, and to ensure a consistent approach where people can access supports and services that promote choice, control and dignity.

Registered NDIS Providers must comply with the NDIS Commission's Practice Standards which include the National Disability Insurance Scheme (Quality Indicators) Guidelines 2018 (the Guidelines).

The Guidelines require that each person accesses supports that promote, uphold and respect their legal and human rights and is enabled to exercise informed choice and control and that the provision of supports promotes, upholds and respects individual rights to freedom of expression, self-determination and decision-making.

The Guidelines also require that each person accesses supports that respect their culture, diversity, values and beliefs and is supported by the provider to make informed choices, exercise control and maximise their independence relating to the supports provided.

To achieve this, NDIS Providers must demonstrate they:

- work with the people they support and their support network to gather effective information to ensure the person's needs, support requirements (including complex support requirements), preferences, strengths and goals are included in their support plan;
- work with each person to actively involve them in the development of their support plans reflecting their needs, requirements, preferences, strengths and goals;
- review support plans annually or earlier in collaboration with each person in accordance with changing needs or circumstances;
- in collaboration with the person, assess their risks and document appropriate strategies to treat risks as well as review risk management periodically and amend where needed.

## The Engagement Stage

### Engagement Form

NDIS LWB  
NDIS LWB 401 Engagement Form

WE  
LIFE WITHOUT BARRIERS  
WE

Thank you for sharing a little about yourself and your support needs with Life Without Barriers (LWB). We would like to get a more detailed understanding from you how to best set up your support to make sure they help you and help you help.

LWB provides advice and supports your rights to access supports that enable choice and control and freedom of expression. We will support and protect your personal privacy and rights throughout the process in accordance with the requirements of the National Disability Insurance Scheme Act 2013 and the Privacy Act 1988 (Cth). LWB's privacy policy explains our personal information handling practices, including how you can access your personal information and our privacy complaint handling procedure.

**1. Consent to Collect and Store Information**

LWB collects and stores client information across a variety of formats including written, electronic, and audio-visual.

LWB will ask you or your authorised decision maker to complete and sign a Consent to Collect and Store Information Form. This Consent document asks not how we may collect, use and disclose your personal and health information and is needed for LWB to understand and respond your wishes about how we manage your personal information.

Other options for personal information and seeking consent to share information. LWB will respect your rights to decision making working with you to understand your support requirements.

Document is developed, updated and controlled by LWB  
Date of last review: 15/05/2022  
NDIS LWB 401 Engagement Form

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### Service Agreement

WE  
LIFE WITHOUT BARRIERS  
WE

**Our Agreement with You  
Schedule of Supports**

Life Without Barriers (LWB) is a registered provider with the National Disability Insurance Agency (NDIA).

**LWB Quote and Service Agreement**

LWB that Please copy it to verify any quotation already given to the client using the [LWB Quote and Service Agreement](#).

For quotation has not been given, please use the [LWB Quote and Service Agreement](#).

Once you have completed this quotation, copy and paste the quotation back into this Agreement. This ensures the quote we are charging the Client are clear.

Having a quote ready – makes all other aspects in this form.

**Consent to Collect, Access and Store Information**

LWB collects and stores client information across a variety of formats including written, electronic, and audio-visual.

LWB will ask you or your authorised decision maker to complete and sign a Consent to Collect and Store Information Form. This Consent document asks not how we may collect, use and disclose your personal and health information and is needed for LWB to understand and respond your wishes about how we manage your personal information.

Other options for personal information and seeking consent to share information. LWB will respect your rights to decision making working with you to understand your support requirements.

**Transport and Travel**

Agree to pay all transport charges as per the quotation. These will be charged by LWB against my NDIS plan, or be paid by me directly to LWB through independent distribution. I understand that for any additional transport I request, a new quote must be completed. It will pay for the transport charges.

☐ I agree to pay transport charges for provider travel and/or my transport as per the quotation.

☐ I agree to LWB making claims on the "tripnet" portal to pay for provider travel and/or my transport as per the quotation.

☐ I agree to pay for my transport.

**Consent to Service Agreement**

This Agreement between [\[Client Name\]](#) and LWB will commence on [\[Start Date/Time\]](#) for the duration of my National Disability Insurance Scheme (NDIS) Plan to give us [\[End Date/Time\]](#) to enter.

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NDIS LWB 401 Consent to Collect and Share Information

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### Consent to Collect and Share Information

NDIS LWB  
NDIS LWB 401 Consent to Collect and Share Information

WE  
LIFE WITHOUT BARRIERS  
WE

Name of Client (First's) [\[Client's ID\]](#)  
Date of Birth [\[Client's ID\]](#)

**1. Purpose of the Consent Form**

Life Without Barriers (LWB) will need to collect and hold Personal Information about you. Sometimes we may need to use and share your Personal Information with other people or organisations. This may include other Service Providers in government or non-government agencies.

LWB will collect Personal Information from you that we use to assess your support needs. This is so that we can make sure you get the right supports.

LWB may need to collect Personal Information about you so that we can meet the conditions of the National Disability Insurance Scheme (NDIS). LWB may also be required by law to collect Personal Information about you.

LWB will respect and protect your privacy and dignity when using your Personal Information. LWB will follow the National Disability Insurance Scheme Act 2013 and the Australian Privacy Principles (APPs), which are in the Privacy Act 1988 (Cth), and which describe how we are required to use, collect, hold, use and disclose your personal information.

**2. What is Personal Information**

Personal information is information about you. It will range from your name and contact details to sensitive information such as your health information. This includes a number of things you tell us, such as your name, address, contact details, and other information about you. Health, family, and other information may also include other sensitive information about you that you make or which might or otherwise receive.

**3. Collection and Use of Your Personal Information**

We will only use your Personal Information for the reason you give us or to support providers in delivering a service to you or for internal business functions, such as accounting etc.

We may need to provide Service Providers with your Personal Information. This may include, but is not limited to:

- healthcare providers, pharmacies, legal providers, government bodies and agencies including the NDIA, Quality and Funding and Commission, Medicare, Health and Social Support providers, housing providers, educational providers, and public transport organisations.

We may also need to disclose your information to organisations who exist with our business functions, such as IT providers.

LWB will need to access your Personal Information on the NDIS Portal. This is so that we can support you. You do not have to supply your NDIS plan to LWB. If you do not provide LWB with a copy of your plan or some of all of your Personal Information, LWB may not be able to provide you with all of the services you request.

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Date of last review: 15/05/2022  
NDIS LWB 401 Consent to Collect and Share Information

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### Accommodation Agreement (as required)

ACCOMMODATION  
AGREEMENT

WE  
LIFE WITHOUT BARRIERS  
WE

**1. Tenancy Details**

Client Name: [\[Client's ID\]](#)  
Tenancy Commencement Date: [\[Client's ID\]](#)

**2. The Property**

Your room: [\[Client's ID\]](#)

The furniture in your room is:

- ☐ owned by you
- ☐ owned by the Accommodation Provider (details to be recorded on [LWB LWB 401 Accommodation Agreement](#))
- ☐ owned partly by you and partly by the Accommodation Provider (see of record at attachment 1)

The shared areas on the property that you can use are:

- ☐ kitchen
- ☐ lounge
- ☐ bathroom
- ☐ storage room
- ☐ laundry
- ☐ terrace and outdoor area
- ☐ other: [\[Client's ID\]](#)

**3. Rent**

Your Reasonable Rent Contribution (see Section 11 Accommodation Payments 1): [\[Client's ID\]](#)

Commensurate Rent Contribution (LWB is payable of any CDR you receive): [\[Client's ID\]](#)

Payment will be paid: [\[Client's ID\]](#)

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NDIS LWB 401 Accommodation Agreement

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**Key documents to be completed during the Engagement process**

NDIS LWB 401 Engagement Procedure.docx  
NDIS LWB 401  
Engagement Procedure  
POLICY-4-11414

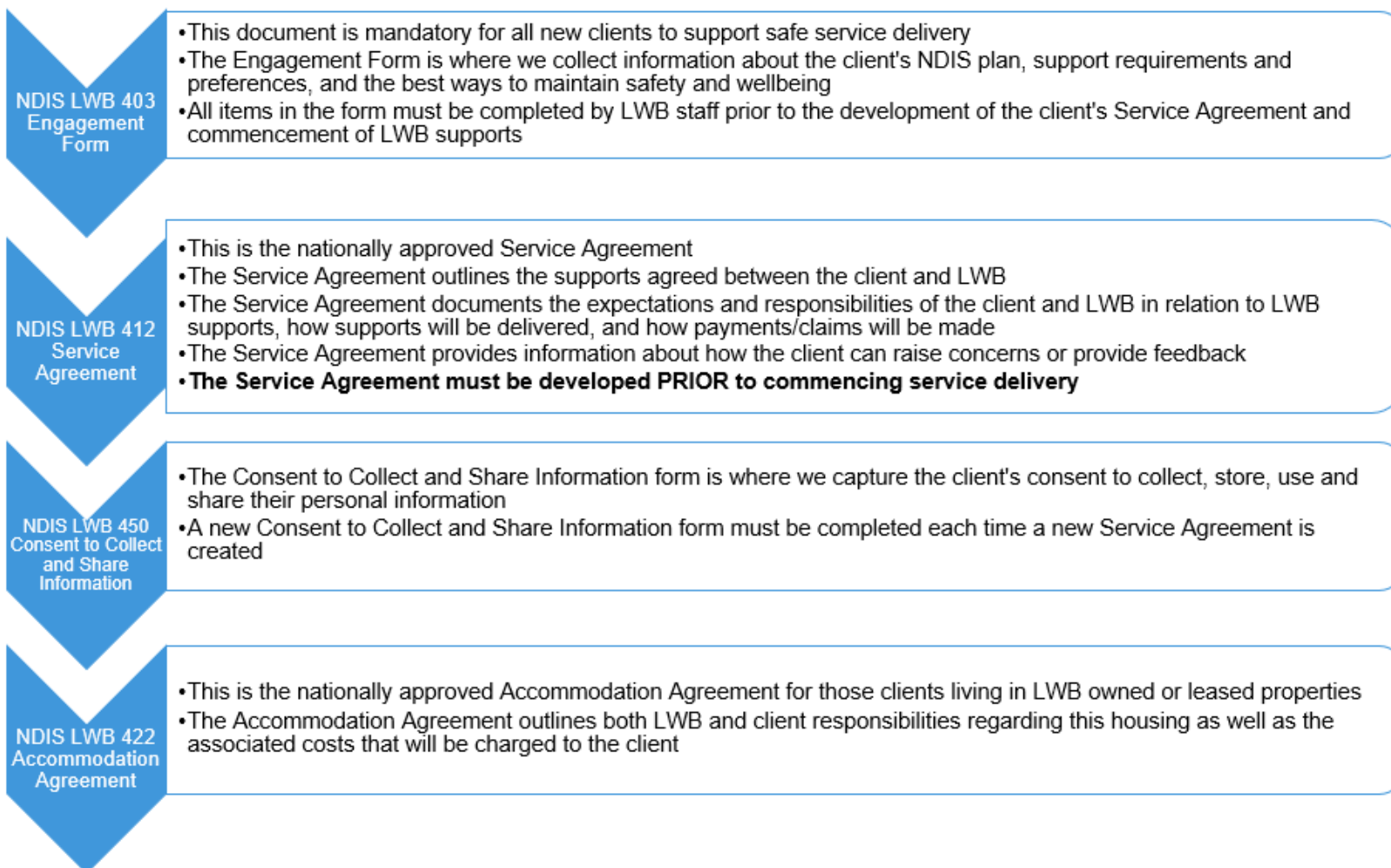
Version: 15.0

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Approved By: Theo Gruschka

Approved: 22/05/2023

## NDIS LWB 401 Engagement Procedure



## NDIS LWB 403 Engagement Form



**The completion of the NDIS LWB 403 Engagement Form is mandatory for new LWB clients.**

Engagement is the next step following an initial enquiry. At Engagement, the person is asked to give us personal information so that LWB can deliver individualised support that meets their needs, is within their NDIS funding package, and considers LWB's quality and safeguarding responsibilities.

The [NDIS LWB 403 Engagement Form](#) is designed to help LWB staff support NDIS participants who are interested in having LWB deliver supports to them. This form is required to inform service commencement.

### Consent to Gather Information

As part of an effective Engagement process LWB gathers specific detailed information pertaining to the person. LWB must obtain consent to capture and store personal information which is part of this process. Therefore, it is essential that the staff undertaking the Engagement Process **obtain the person's consent when completing the Engagement Form.**

The Engagement Form is the document that captures and records the information; including the person's NDIS Plan, support requirements, preferences, and their preferred way to maintain safety and wellbeing.

The Consent to Collect and Share Information form details how LWB may collect, use and disclose the person's personal and health information, and allows LWB to understand and respect the person's choices about how we manage their personal information.

The completion of the Engagement Form and Consent to Collect and Share Information form enables the development of a Service Agreement and the commencement of LWB supports.

The Consent for the NDIA to Share Your Information form is used if the person we support wants to allow the NDIA to share their NDIS information directly with LWB. This allows LWB to contact the NDIA directly to discuss any matters related to the person's NDIS funding, such as the progress of an NDIS Plan reassessment. It also allows the NDIA to liaise directly with LWB when seeking information about a person, such as evidence to support the need for increased funding.

LWB seeks to apply ethical principles and best practice standards for substitute decision making. Accordingly, no LWB staff member will act as an authorised decision-maker for any person they support. LWB staff will support decision making by focusing on resources and support that enable a flexible approach to enhance the person's choice and control by

strengthening opportunities for the person to be part of a collaborative network of relationships that influence how and what decisions will be made.

## Working Together

The Engagement stage is an opportunity for LWB to continue to establish a positive working relationship with the person and their extended support network. The NDIS LWB 309a Enquiry and Engagement Process Fact Sheet - Easy English is a useful document that explains our processes regarding Enquiry and Engagement, from initial enquiry through to the development of a Service Agreement and commencing supports with LWB. LWB staff should provide this document to people considering obtained supports from LWB at the start of this process to assist them to understand Engagement and how we can work together.

During this stage we have an opportunity to set clear expectations regarding both LWB's and the person's responsibilities. For example, this stage provides opportunity to clarify the most appropriate mode, type, level and frequency of communication. Further it allows understanding and agreement about how important decisions are made; who will be involved in providing decision making support (if required) for people over the age of 18 years, and a clear understanding of the feedback and resolution of disputes pathway. The Engagement Form is designed to prompt these discussions and to capture the relevant information regarding communication, decision making and complaints.

## Completion of the Engagement Form

The completion of the Engagement form is **mandatory for people NEW to LWB** and for all LWB products.

The Engagement Form is to be completed by Client Services staff in direct consultation with the person and their support network. Each section of the form is an important opportunity for us to gain a detailed understanding of each individual, their support needs and preferences. This information will allow us to safely design and deliver supports.

**In line with a fit for purpose approach each section of the Engagement Form must be completed according to the person's support needs, and the services requested from LWB. This may mean that some parts of the form may not require completion, for example Section 8 – Health and Wellbeing is not mandatory for Support Coordination, Health and Wellbeing and some Lifestyle Supports - see Safety and Wellbeing (Safeguarding) section below for more detail.**



## Client Information

The Client Information section captures the person's demographic information and contact details. In this section it is important to capture how best we can support the person's cultural needs as well as seek consent for LWB to speak with another contact person who will be assisting with the completion of the form.

The completion of the **Communication** section is essential to ensure we continue to communicate with the person in a manner that meets their needs. The use of formal communication systems, devices and aids are to be captured; e.g., the use of augmentative communication such as sign language, device(s), communication board or guides.

## Key Contacts

Key Contacts captures the details of key people in the person's life. LWB staff must work with the person and their Key Contacts or "support network" to enable an effective needs assessment and to develop a support plan. Relevant information is sought from the person and their key supports, and by accessing a range of resources to ensure the person's needs, support requirements, preferences, strengths and goals are included in the assessment and the support plan.

The key contacts identified in this process are to be consulted with throughout the Engagement process and the delivery of supports.

## Individual Support Schedule

This section provides the person we support with an opportunity to identify the types of supports they would like to receive from LWB as well as other detail associated with service delivery e.g., location, start time and duration.

For Supported Independent Living (SIL) supports the information captured in this section will be used to prepare a SIL Roster of Care (ROC) Tool for submission to the NDIA. As such it is important that all supports related to SIL are clearly captured; this may mean additional rows need to be added to the table. It is essential to clearly distinguish between SIL supports and other supports – the notes section can be used to provide additional relevant information.

For Non – SIL supports it is important that staff work with the person to establish their **preferred** Support Schedule. People we support and their support networks are supported to understand that LWB will work to deliver the preferred Individual Support Schedule **however** at times this may need to be negotiated in the context of local workforce capacity.

- **Information related to Supported Independent Living (SIL)**

If the person is requesting Supported Independent Living (SIL) supports, this section is used to outline the steps taken to request SIL supports from the NDIA. Where a person is requesting these supports, LWB staff will be required to complete the [NDIS LWB 409 SIL Quote Template](#) along with the [NDIS LWB 408 SIL Submission Checklist New Client](#). LWB staff must explain to the person that the information captured in the Engagement Form will be used to develop the required Roster of Care and SIL ROC Submission Template for submission to the NDIA if required. LWB staff must explain that the person will receive a copy of this information prior to submission to the NDIA and should they require any changes they will contact LWB within 10 days of receipt of this information. These forms, along with the completed Engagement Form and other supporting documentation are to be sent to [LWBsilcentral@lwb.org.au](mailto:LWBsilcentral@lwb.org.au) to support the development of the person's SIL Submission. LWB SIL Central team will complete the required documentation for this submission and send a copy of this to the person prior to sending it to the NDIA.

## Transport and Travel Costs

The people we support may also require Transports and Travel Supports. Staff should work with each person to understand how these supports will assist to facilitate the other supports delivered by LWB. In addition to LWB Transport and Travel Supports, staff should explore alternative options with the person such as public transport or other formal/informal transport options, to ensure the person is able to efficiently implement their NDIS Plan.

**LWB staff should be familiar with the below resources prior to commencing negotiations with the people we support regarding LWB Transport and Travel:**

- [NDIS LWB 321 Participant Transport - Procedure](#)
- [NDIS LWB 322 Participant Transport - Fact Sheet](#)
- [NDIS LWB 324 Participant Transport - Client Fact Sheet](#)
- [NDIS LWB 325 Provider Travel - Procedure](#)
- [NDIS LWB 326 Provider Travel - Factsheet](#)
- [NDIS LWB 327 Provider Travel - Client Factsheet](#)

## Support Preferences

This section allows the people we support to further develop their support preferences. LWB should engage the person and their support network to identify the LWB support team that would best suit them. This process initiates the "matching" process for the person with suitable LWB staff. Achieving a good match between staff and the people we support is an important part of providing person centred supports. This section helps people and staff



think about and record the characteristics of people the person likes to spend time with and who has the appropriate skills and shared interests.

The person we support and their support network need to be assisted to understand that LWB will work to deliver supports in line with these preferences **however** at times this may need to be negotiated in the context of local workforce capacity.

## Safety and Wellbeing (Safeguarding)

The information gathered in this section is used to help keep the people we support (and staff) safe. This section seeks to further understand the detailed nature of the person's support needs; including health, behavioural and financial needs, as well as any associated risks. LWB will discuss our safeguarding requirements with each person and their support network and agree to any risk management strategies required to facilitate the provision of supports.

There are some LWB supports where this Safety and Wellbeing – Section 8 information is potentially excluded. These are:

- Not required for the delivery of those supports. For example, home and yard maintenance.
- While being important and potentially useful for the delivery of those supports, it is not essential that the information is gathered during the Engagement Stage. Further information gathering and assessment may be undertaken during the delivery of supports. For example, Support Coordination.
- The work is completed by a “Professional” or under the direct supervision of a “Professional”. That is, supports are being delivered by the appropriately qualified staff who meet the relevant [“Additional Requirements” as described by the NDIS Commission](#). For example, a psychologist.

A full list of Safety and Wellbeing - Section 8 “excluded supports” can be found in the [NDIS LWB 404 Engagement NDIS Support Catalogue \(Supports Included and Excluded from Section 8\)](#). However, these supports include:

- Support Coordination
- Health Therapy and Wellbeing, and
- Some Lifestyle Supports.

In these circumstances the completion of Section 8. Safety and Wellbeing is **not mandatory** and can be completed at the discretion of Client Services staff engaging with the person.

**If the excluded types of support are requested in combination with any other LWB support, then the completion of Safety and Wellbeing - Section 8 is MANDATORY.**

Further, this section will identify if the person has “Complex Support Needs”. It is important that LWB staff are familiar with support requirements associated with “Complex Support Needs” or High Intensity Daily Personal Activities (HIDPA) – refer below. LWB staff will work with the person and their support network to identify the relevant safeguarding requirements and work with the person to agree and select a suitable risk management strategy. If the person requires but does not have a suitable Risk Management Strategy, LWB will advise the person of the supporting documents LWB requires to support them safely. LWB may also work with the person to acquire or develop the required supporting documents. This may include a referral for Support Coordination or recommendation to seek other supports to develop these documents.

**In some circumstances the person may require supports that LWB is unable to provide. In these circumstances, supports must be provided by an Appropriately Qualified Health Professional (AQHP) or another agency.**

## Complex Supports or High Intensity Daily Personal Activities (HIDPA)

High Intensity Daily Personal Activities (HIDPA) refers to a group of complex supports that require staff to have completed training relating specifically to each individual’s needs and their procedures; delivered by an appropriately qualified health professional or person that meets the high intensity support skills descriptor for each HIDPA. The NDIS Commission Quality and Safeguards set out practice standards against the following high intensity daily personal activities:

- Complex Bowel Care
- Subcutaneous Injections
- Ventilator Management
- Tracheostomy Management
- Urinary Catheter Management
- Complex Wound Management
- Enteral Feeding & Management

Where a person we support has identified as requiring “complex supports” or **High Intensity Daily Personal Activities** through their Engagement activities, staff should refer to the [HIDPA](#) intranet page within the [Disability Pathway](#) and refer to the [NDIS LWB 5607 HIDPA Health Support Matrix](#). This matrix sets out the health practices LWB staff can undertake, and under what circumstances. **In some circumstances the person may require supports that LWB is unable to provide. In these circumstances, supports must be provided by an Appropriately Qualified Health Professional (AQHP) or another agency.**

If the person is identified as requiring Complex Supports or HIDPA the person's detailed information should be referred to the Regional Operations Manager for review: i.e. does the person need support for any or all of the procedure, what type of procedure is it, does the person have a support plan signed by an AQHP, does the person have HIDPA funding, does the person have a preferred AQHP they would like to conduct the training for LWB staff. The Regional Operations Manager will assess capacity to deliver these supports safely, ensuring the support environments and workforce capacity meet the required standards, and will provide advice to either continue with the engagement processes or suggest alternative supports for the individual.

For people requesting Supported Independent Living (SIL) supports, Regional Operations Managers should consider alternative external health supports to supplement the Roster of Care if LWB does not have capacity to deliver these specific complex supports. It may be a viable option for other AQHP's to come to the person's accommodation for the completion of specific complex procedures. If this cannot be facilitated it may also be reasonable for LWB to explore support options from within other local LWB Client Services teams.

## Client Acknowledgment

LWB staff are to ask the person whether they prefer to receive a copy of their Engagement Form by email or letter. LWB staff are to explain to the person that they should review their Engagement Form and if they find any errors, they should contact LWB to correct the information contained in the Engagement Form.

## LWB Service Agreement

**Prior to the generation** of the Service Agreement, LWB staff must ensure the person understands that the development their Service Agreement will be based on the information captured in the Engagement Form.

**Further, LWB must obtain consent to deliver services from the person (or their nominees or decision maker) PRIOR to the delivery of services.** LWB must make every effort to ensure the people we support have a clear understanding of the supports they have chosen and how the supports will be provided before services commence. When obtaining consent, during the completion of the Engagement Form, LWB staff must ensure they fully explain the details of the person's Service Agreement (SA); including the terms and conditions to them and/or their alternative decision maker. Specific reference must be made to the details within Appendix: 1: Responsibilities, 2. Privacy, 3. Consent to create a Service Booking, 4. Terms and Conditions, 5. Conflict of Interest, 6. Feedback, Queries, Complaints and Disputes.

A template copy of the LWB Service Agreement should be used to explain LWB's terms and conditions, one can be downloaded from here [NDIS LWB 412 Service Agreement](#).

At this point LWB staff should also confirm the agreed **period of LWB supports**. This agreed time period will be used as the start and finish dates of the person's Service Agreement.

Potential scripts for staff to use to guide a conversation with a person to obtain their consent to LWB services is provided below. It is envisaged that staff would deliver this script (or similar) to the person via their preferred method of communication.

*"In order to provide services to you, LWB requires your consent to receive these services. Do you consent to LWB delivering services as discussed and outlined in this Engagement Form and to the terms of LWB supports as discussed and outlined in the LWB Service Agreement?"*

*As agreed I will send you a copy of your Service Agreement via (preferred method) for your information and a copy for you to sign and return."*

## Signing the Engagement Form

The Engagement Form is to be signed by LWB staff ("**Staff Acknowledgment**") acknowledging that they have confirmed with the person, their nominee or person responsible, that the information captured in the Engagement Form is, to the best of their knowledge, accurate, and will inform the development of the person's LWB Service Agreement and the delivery of supports.

## Where is the Engagement Form Saved in CIRT

Once the Engagement form has been completed a copy must also be saved in the person's CIRT record: Plans & Assessments > Assessments - Main Service Type, Assessment Name - Engagement Form, Overall Rating - Complete, Add Date Completed, Next Date - Not Applicable, Add New Attachment > Attachment Description - Engagement Form SURNAME First Name Date Completed

## NDIS LWB 412 Service Agreement



**The completion of the NDIS LWB 412 Service Agreement is mandatory for all LWB clients PRIOR to the delivery of LWB Supports.**

The [NDIS LWB 412 Service Agreement](#) outlines the supports and charges agreed between the person we support and LWB; funded through the person's NDIS Plan. It establishes expectations and clarifies responsibilities of both the person we support and LWB concerning the delivery of supports, thus improving accountability of both parties to each other. It also provides useful information about how to raise concerns or issues. Additionally, the Service Agreement outlines any other supports that LWB will deliver that are funded directly by the person, such as transport or contribution to SIL household expenses.

LWB has chosen to describe our NDIS LWB Service Agreement as: *Our Agreement with You*. We will refer to this as the *Service Agreement*. It is a legal agreement and the NDIS suggests providers use a Service Agreement as part of their Terms of Business. Providers must have an agreement in place with NDIS participants to ensure an exemption from a Goods and Services Tax (GST).

The Service Agreement is found in the [Engagement Stage](#) of the Disability Pathway. LWB supports should not be delivered without consent from the person, their nominee or their decision makers. The supports must be outlined in the Service Agreement and a Service Booking must be made on the "myplace" portal.

At the Engagement stage and in addition to the Service Agreement, the person we support should be given information relevant to the supports they will receive, such as the relevant product brochures, and any other relevant local information. A description of the LWB Welcome Pack can be found in the [Engagement Stage](#) of the Disability Pathway Signature Process

People living in Supported Independent Living will also have to complete the [NDIS LWB 422 Accommodation Agreement](#) if LWB is collecting rent.

### One Service Agreement

The people we support should only ever have **one active Service Agreement** with LWB.

### SACA

The Service Agreement and Claiming Application (SACA) must be used to generate the LWB Service Agreement. SACA is a semi-automated tool that allows LWB staff to easily generate an LWB Service Agreement. SACA also allows staff to input data about the supports delivered which triggers the LWB claiming process. SACA will always generate the most up to date Service Agreement Template.

For more information on how to generate a Service Agreement using SACA visit the [SACA Service Agreement](#) intranet page.

## Easy English Service Agreement

LWB has a responsibility to provide information to the people we support in a variety of formats that meets their communication requirements. The [NDIS LWB 413 Service Agreement - Easy English](#) can be found in the [Engagement Stage](#) of the Disability Pathway Signature Process.

## Consent

**LWB must obtain consent from the person we support (or their nominee or decision maker) PRIOR to the delivery of services to person.**

**LWB staff must obtain consent for the agreed LWB supports during the completion of the Engagement form.** LWB staff must make every effort to ensure the people we support have a clear understanding of the supports they have chosen and how they will be provided before services commence. Informed consent must be obtained and clearly documented (see below). When obtaining consent staff must ensure they fully explain the details of the person's Service Agreement to them and/or their decision maker including specific reference to the details within the Appendix: 1. Responsibilities, 2. Privacy, 3. Consent to Create a Service Booking, 4. Terms and Conditions, 5. Conflict of Interest, 6. Feedback, Queries, Complaints and Disputes.

## Documenting Consent

The person we support is asked to provide **verbal consent** to commence services during the completion of their Engagement Form, and as described in their Service Agreement. Further, some people we support may be unable to sign their Service Agreement, for example, if a person cannot sign due to difficulty writing OR may choose not to return a signed copy of their agreement. If we are unable to obtain a signed copy of the Agreement, our attempts to gain a signature should be documented.

## Documenting Verbal Consent

**Within SACA**, staff must select “**consent received without signature**” to activate the Service Agreement and to commence the delivery of services. This acknowledges verbal consent has been received. Once consent to service delivery is obtained, LWB staff should confirm with the person we support how they would like to receive a copy of their Service Agreement, e.g. email or letter. Staff will be able to select the preferred delivery method within SACA.

**Within CIRTS** staff must “**Add New Consent**”: Legal>Consents>Add New Consent>Consent Type – NDIS Service Agreement>Overall Status – Select Status>Date Requested>Date Received>Verbal or Written - Verbal>Status – Select Status>Expiry – Add



Expiry Date. You do not need to attach the Service Agreement here, this is completed against the Funding Contract.

## Documenting Written Consent

Best practice is for LWB to provide a copy of the person's Service Agreement to them via the delivery method they choose and in a format that is accessible to them (e.g. Easy English). Once consent to service delivery is obtained, LWB staff should confirm with the person how they would like to receive a copy of their Service Agreement, e.g. email or letter. Staff will be able to select the preferred delivery method within SACA. LWB staff should sign the Service Agreement and send to them via their preferred method. If the person's preferred method of delivery is letter, then LWB staff should send two copies of the Service Agreement to the person. This will allow them to keep a copy of their Agreement and return a signed copy for our records.

Within CIRTS, staff need to update the previous Consent Record upon receipt of a signed Service Agreement. Staff should select the relevant Consent Record "edit" the record, updating the relevant fields indicating that Consent is now "written" and the date written consent was received.

## Who can sign the LWB Service Agreement?

The LWB Service Agreement can be signed by the person we support or their guardian and/or their plan nominee. When a person has a formally appointed Public Guardian, we must follow the same process to gain their consent to the Agreement on behalf of the person.

## Financial Management

A financial manager has the authority to make decisions about financial affairs for someone who is incapable of making these decisions for themselves. Financial affairs refer to things such as operating bank accounts and paying bills. A publicly appointed financial guardian, cannot consent to the whole Agreement. If the person we support has a publicly appointed financial guardian, the guardian can however agree to the financial components of the Agreement and therefore consent to the release of an individual's personal funds to make required financial payments to LWB. In this situation the financial guardian should only be asked to sign the relevant parts of the Agreement where the financial values are described. The relevant sections include:

## Transport

### Transport

I agree to pay all transport charges as per the quotation. These will be charged by LWB against my NDIS plan, or be paid by me directly to LWB through invoice/direct debit/other. I understand that for any additional transport I request, a new quote must be completed, or, I will pay for the transport privately.

☐ I agree to pay invoiced charges for staff travel and/or my transport as per the quotation

☐ I agree to LWB making claim/s within the myplace portal to pay for staff travel and/or my transport as per the quotation.

☐ Other:

## Contribution to Household Expenses

6. Your Contribution to Household expenses:	<input type="text" value="Click here to enter text."/>
7. Payment will be paid:	<input type="text" value="Click here to enter text."/>
8. How payments will be made:	<input type="checkbox"/> Centrelink direct payment <input type="checkbox"/> Electronic transfer (EFT) <input type="checkbox"/> Direct Debit

Where there is a Public Guardian or Financial Manager involved LWB staff should file a copy of their guardianship/management documentation on the person's CIRT record under the Legal tab. The staff member should also confirm and document the acceptance/consent as a progress note and confirm with them by letter or email.

## Guardianship

A guardian can make decisions about a person's health, accommodation, services or other lifestyle matters. A guardian is not permitted to make financial decision. If the person has a formally appointed public guardian for decisions regarding services, for example, they would be responsible for consenting to the provision of supports for that person. In this situation the guardian should only be asked to sign the relevant part of the Agreement where the services to be delivered are described, they are not able to agree to all the terms and conditions in our Agreement.

LWB staff should confirm acceptance/consent in file documentation and by letter or email to the guardian. This documentation is filed under the legal tab in CIRT.

Where the person has both a public guardian (services) and a financial guardian appointed, the consent of both these parties should be sought by LWB staff in relation to the specific

relevant sections of the Agreement. LWB staff should seek confirmation from the Public Guardian (Services) that they accept the support offered by LWB irrespective of the financial guardian's willingness to release funds as the Public Guardian (services) must provide approval for the delivery of supports by LWB.

## Service Agreement in CIRTS

Once the Service Agreement has been completed and a copy is provided to the person, a copy must also be saved in the person's CIRTS record: Programs> Funding/Funding Contract> NDIA Document. NameSURNAME. FirstName. YYYY.MM.DD. See also [NDIS and CIRTS Quick Reference Guide](#)

## Quoting LWB Supports

Quotes for LWB supports can be provided via the NDIS LWB 306 Quoting Tool. This can be provided to the person we support for their review and consideration.

Shared and Supported Living (SIL) quotes are prepared for submission to the NDIA by the LWB [SIL Quoting and Claiming Team](#). If you require a SIL quote, please contact the team: [LWBsilcentral@lwb.org.au](mailto:LWBsilcentral@lwb.org.au)

SACA is updated regularly in line with changes to the NDIS Price Guide. If you have supplied a quote some time ago or in a previous financial year, you should redo the quote at the point of discussing the Service Agreement to make sure the information is based on the current pricing.

### Schedule of Supports

**Life Without Barriers (LWB)** is a registered provider with the National Disability Insurance Agency (NDIA)

**This is *our* quote for providing the supports which you have requested us to provide.**

LWB Staff: Please copy in its entirety any quotation already given to the client using the LWB NDIS Quote Tool.

If a quotation has not been given, please now use the LWB NDIS Quote Tool. This tool can be found on the following intranet page:

<http://intranet.lwb.local/sd/disabilityservices/Pages/Finance-Tools-and-Resources.aspx>.

Once you have completed the quotation, copy and paste the quotation back into this Service Agreement. This ensures the costs we are charging the customer are clear. |

PASTE QUOTE HERE – Delete all other content in this box

## Temporary Transformation Payment

From 1 July 2019, providers of attendant care and community and center-based activities have access to a higher support price limit through a Temporary Transformation Payment (TTP). The TTP is a conditional loading to assist service providers with the costs associated in transitioning to the NDIS. LWB meets the conditions set by the NDIA and will therefore be utilising the TTP support items' (price limits) funds where applicable.

## Establishment Fee

LWB can charge an Establishment fee for Personal Care and Participation Supports when establishing support arrangements with the people we support. The person's support must be for greater than 20 hours per month over at least 3 consecutive months.

Personal Care Supports in the Activities of Daily Living Support Category and within the following NDIS Registration Groups:

- Daily Personal Activities (0107)
- High Intensity Daily Personal Activities (HIDPA) (0104)

Participation Supports in the Social, Economic and Community Participation Support Category and within the following NDIS Registration Groups:

- Participation in Community, Social and Civic Activities (0125)
- Group and Centre Based Activities (0136)
- High Intensity Daily Personal Activities (0104) when delivered for community access or group supports
- Specialised Supported Employment (0133).

The Establishment fee can only be charged once (the person's first NDIS LWB Service Agreement) against one of the relevant Establishment Fee Support Line Items regardless of whether the person's supports span multiple registration groups.

## Client Contributions

For people receiving SIL supports, the Service Agreement stipulates that **all** residents of the house must pay a **client contribution** to shared household expenses. This is an amount set by the NDIA at a maximum of 50% of the current equivalent Disability Support Pension plus 100% of any payable Energy Supplement as per the NDIS Terms of Business. LWB charges at this maximum rate.

If the person we support opts to pay LWB charges such as their client contribution by direct debit, they need to complete and sign the relevant [Direct Debit Request form](#). This form can be found on the [LWB Intranet Shared Services pages](#).

## Transport

Transport is chargeable to all people receiving transport supports from LWB and must be included in the Quote and Service Agreement. The person is to be advised that transport has to be separately funded and paid for from the delivery of other types of support. This includes transport related to the provision of Shared and Supported Living. These charges are applied at \$1 per kilometre. Under specific circumstances people can use NDIS funds to pay for transport; potentially convert Core Support hours to pay for transport, or they can pay privately. For further detail on how to charge for Transport please see the [NDIS LWB 321 Participant Transport - Procedure](#) and [NDIS LWB 322 Participant Transport - Fact Sheet](#)

## Travel (Staff Time)

LWB will claim travel associated with the delivery of Core Supports (including Personal Care and Community Access) and Capacity Building Supports (including Support Coordination). LWB will claim for travel up to 30 minutes (each way) per worker, within city areas (MMM 1–3) and up to 60 minutes in regional areas (MMM 4–5). For further detail on how to charge for Travel please see the [NDIS LWB 325 Provider Travel - Procedure](#) and [NDIS LWB 326 Provider Travel - Factsheet](#).

## Travel (Non-Labour Costs)

In addition to Staff Travel time LWB is also able to claim for other costs including road tolls, parking fees and vehicle running costs. Vehicle running costs are charged at \$1 per kilometre. For further detail on how to charge for Travel please see the [NDIS LWB 325 Provider Travel - Procedure](#) and [NDIS LWB 326 Provider Travel - Factsheet](#).

## Shadow Shifts

LWB will make provisions for Shadow Shifts (i.e. "buddying" of a less experienced worker with an experienced worker) if the person's individual supports are complex. In these circumstances LWB will claim 6 hours of weekday support per year against the person's support items to cover the cost of these Shadow Shifts.

## Activity and Event Expenses

In some instances, the NDIA fund activities such as camps, vacations, courses, membership and tuition fees that build skills and independence. LWB may support the person to participate in activities which are not included as part of their NDIS Plan. The person we support is expected to pay any costs associated with these activities. For example, the person may wish to attend an event and need support from a paid worker. If the worker cannot use their Companion Card (if applicable) to cover the entry cost, the person we support will need to pay any entry fee for the worker.

## NDIA Reporting

LWB may be required by the NDIA to provide reports for NDIS funded supports such as Therapy, Support Coordination and some Capacity Building Supports. As appropriate LWB will complete these reports and charge for the time taken to develop them at the appropriate hourly rate for the relevant support item.

A report is considered to have been requested by the NDIA if it is a report that is required at the commencement of a person's NDIS Plan that outlines plan objectives and goals, or at plan review, which measures functional outcomes against the originally stipulated goals. In these reports, LWB can also make recommendations for ongoing identified needs (informal/community/mainstream and/or funded supports). LWB may also claim for any other NDIA-requested therapy report that is stipulated as being required in a participant's plan.

## Non-Face to Face Activities

LWB can charge for "Non-Face to Face" activities that are part of delivering supports. Staff time spent on Non-Face-to-Face activities that assist the person such as, writing reports for co-workers and other providers about the person's progress with skill development, could be claimed against the relevant support item. As appropriate LWB will charge for these activities against the relevant Support Item.

The below activities are not considered Non- Face to Face Activities:

- pre-engagement visits;
- developing and agreeing to Service Agreements;
- entering or amending participant details into LWB systems;
- making changes to a person's support times;
- staff / participant travel monitoring and adjustment;
- ongoing NDIS plan monitoring;
- making service bookings and payment claims.

## The NDIS Plan

The LWB Service Agreement is separate from the person's NDIS Plan. Once the NDIS Plan has been agreed upon and finalised with the National Disability Insurance Agency (NDIA), the person is able to select a provider or providers to deliver their supports. The NDIS plan will describe an outcome that the person wants to achieve, not necessarily services to be delivered. The NDIS plan will have a review or end date. The LWB Service Agreement should use the end date of the plan for the end date of the Agreement but should use 8 weeks out from the end of the plan as the review date (16 weeks for SIL). This is to make sure we do not deliver supports we are not funded to provide.



## Terms of Payment



**LWB will recover payment for supports after they are delivered and no later than 30 days from the date of the Agreement.**

Full details regarding Payments can be found on the [Payments](#) intranet page of the Disability Pathway Signature Process.

The [NDIS LWB 600 Payments - Flow Chart](#) provides a detailed flow of the steps for recovering payment for LWB supports.

**Staff need to explain to the people we support that we do not routinely send monthly financial statements and expect that the person is able to access the NDIS myplace portal. We should offer to help the people we support understand the NDIS portal, if they require this assistance.**

## Service Bookings and Claiming

A key step in the development of the Service Agreement is the creation of the relevant Service Bookings for LWB supports. For people whose NDIS plans are **NDIA managed** the NDIA require providers to have Service Bookings in place which specify the range of supports being delivered by the provider, the timeframe, and the amount of the person's NDIS funding which is allocated to the Provider to deliver the supports. Providers are then able to 'claim' for the supports delivered. Claims (or payment requests) for supports delivered **cannot be made unless a Service Booking** is in place.

Service Bookings are **developed in addition** to a Service Agreement and can be created by:

- the client (on the participant portal)
- the client's guardian or plan nominee
- the NDIA – note this is most likely for clients receiving SIL supports (SIL Service Bookings are always created by the NDIA).
- the Service Provider

**LWB will create the Service Bookings for all agreed supports; except SIL.** This is part of LWB's Terms and Conditions and is outlined in the person's Service Agreement. This is to be discussed with the person during the completion of the Engagement Form, prior to the development of the Service Agreement.

If you are involved in creating Service Agreements, it is expected that you will **know how to make a Service Booking** and find it later. You can find information about this in the [NDIS Provider Toolkit](#) or by contacting the [Disability Staff Support Centre \(DSSC\)](#) for assistance.

## Invoicing

NDIS participants who choose to either Self-Manage or have a Plan Manager manage their NDIS plan will need to be invoiced for the services they receive from LWB. For self-managed participants, LWB will send an invoice directly to them or their nominee for the supports. For participants who have a Plan Manager, LWB will send an invoice to the plan manager who will pay LWB on behalf of the person.

Client Services staff are required to work closely with their LWB finance partners to ensure we are able to correctly invoice the people we support.

## Managing Participant Debt

Fees associated with services that are not funded by the NDIS or regulated by the NDIA are set by LWB. Although it is not intended that these prices and charges disadvantage any person or family, LWB may take measures to recover outstanding payments.

Regular invoicing and follow up aims to prevent people getting into debt. The first strategy will always be to seek informal local resolution regarding this issue. People we support and families, who after appropriate actions and supports have been offered, are still refusing to pay outstanding debts will have their Service Agreement reviewed by the most senior local Operational Manager (Regional Manager). Any decision to terminate services must be made in consultation with the State Director. LWB will consider extenuating circumstances and genuine examples of hardship when considering any action to recover debt or change service access.

LWB Finance will make available to the Regional Manager, an aged debtor report that outlines any person with outstanding payments at 30 days. LWB Finance/Client Services key contact will contact the family/person both in writing and by phone alerting them to the details of the overdue payment and requesting payment.

If, after two reminder letters have been sent and two weeks have elapsed since dispatch of the final letter, and support has been offered, and the person/family is still refusing to pay outstanding debts, the matter should be referred to the appropriate State Director. The Regional Manager will discuss with the State Director the need to review the Service Agreement currently in place. For all people other than those receiving Supported or Shared Living (SIL) arrangements, the Service Agreement will be amended to suspend services until outstanding payments are recovered.

## Changing the Service Agreement

The people we support do not need to consent to a new Service Agreement anytime they want to make a change to their supports. They can change days, times etc. in consultation with their nominated LWB Staff without any change to the Service Agreement.

**However**, if a person we support has a major change in their circumstances requiring a change in supports or they are requesting additional supports, they are obligated to let us know as per their responsibilities which are outlined in the Service Agreement. The person may need to seek a plan review with the NDIA if their funds do not allow for the changes they are requesting.

**A person should only ever have one LWB Service Agreement.** If a client requests supports outside their Agreement, we need to clarify exactly how these supports will be funded and adjust their Service Agreement as required, **before we commence delivery of these additional supports.**

If a person we support needs help, for example by an LWB Support Coordinator to advise the NDIA of a change in circumstances, the [NDIS Change of Circumstances](#) form should be completed by the person and submitted to the NDIA.

## Plan Reviews

Most NDIS participants will have a plan that runs for one or two years. The LWB Service Agreement must match the end date of the person's NDIS plan. For people receiving SIL supports, **16 weeks**, and for all other clients, **8 weeks** before the end date of our Service Agreement, you will need to contact the person and advise that their NDIS plan is coming to an end, and we need to confirm with them their plan review date with the NDIA.

For supports other than SIL, **4 weeks** before the Agreement end date, if we have not signed a new Agreement with the person, or heard that they do not wish to continue receiving our supports, we need to advise the person in writing that our Agreement ends in **4 weeks** after which we can no longer offer them support unless a new Agreement is signed before the end date. This is important as we cannot continue to offer support with no guarantee of payment. Throughout this process, every effort is made to discuss this with the person directly as well as in writing.

Whenever a person's supports are changed in any significant way; through a formal NDIA review process, their needs changing or the NDIA adds or subtracts support items, a new NDIS Plan is created for the person. This means that a new Service Agreement and Service Booking must be created to align with the new NDIS Plan, new dates and supports provided by LWB.

## No Show/Cancellations and Client Communication.

Under NDIA guidelines (NDIS Price Guide) the NDIA describe a cancellation as a short notice cancellation (no show) if:

1. The person does not show up for a scheduled support within a reasonable time, or is not present at the agreed place and within a reasonable time when LWB is travelling to deliver support

Where the person provides less than 7 clear business days' notice for a support cancellation, the cancellation charge amount is 100% of the regular support price. When claiming a cancellation, LWB staff should mark the claim type as a cancellation within SACA.

There is now no limit to the number of cancellations LWB can charge for, although the NDIA does reiterate that providers have a duty to try to minimize them and that excessive cancellations will be investigated. It is therefore very important during the completion of the Engagement Form to get clear information from the person about the best way to communicate with them and to ensure all staff working with the person use this method of communication.

## Absence from Shared and Supported Living Arrangements

**People in Shared and Supported Living arrangements will have to pay rent whether or not they are away/absent from home.**

If LWB is not advised of the absence and it lasts more than four weeks, we may move to close their place and offer this to another person. However, this will be managed with respect to each individual situation and no person we support should be advised of any exit without approval by the relevant senior local Operational Manager.

The Disability Staff Support Centre (DSSC) can also be contacted for advice. Information on the NDIS website about the provision of Specialist Disability Accommodation (SDA) provides information for providers of specialist housing and outlines payments which can be made. If a person has SDA, this will be made clear in the individual's NDIA plan.

When a person gives notice to vacate the property, LWB will advise the NDIA and will make this information available to people with disabilities who may be interested in moving in. The NDIA has allowed SDA providers an **additional vacancy payment of 60 days for a property that is enrolled to house 2 – 3 residents and an additional vacancy payment of 90 days for a property that is enrolled to house 4 – 5 residents**, to engage in a process of checking compatibility. As a SIL provider, we will receive no funding until a new NDIS participant moves in.

## Property Damage

In the event LWB equipment or property, or property belonging to another person is damaged, staff should seek advice from their Regional Operations Manager. Responses may include insurance claims and therefore the circumstances of each event will need careful consideration. The people we support should be advised that they will need to consider personal insurance for portable items such iPads etc.

## Who from LWB should sign LWB's Service Agreement?

Given that every person will be requesting a different range of supports from LWB, the package size will vary from person to person. Some people may choose to spend a small part of their approved NDIS budget with LWB and others may have much larger amounts to spend with LWB.

The delegation for authority to sign the Agreement will therefore be determined by the LWB package value as identified in the Service Agreement. In line with current financial delegation processes, LWB Package levels need the following approvals:-

- Program Managers or equivalent (Level 7 delegation) up to \$50,000
- Regional Operations Managers (Level 6 delegation) up to \$250,000
- Director / Regional Operations Managers (Level 5 delegation) up to \$500,000

## Consent to see NDIS Plan

Providers see parts of an NDIS plan if the participant has a service booking with the provider and **gives consent**. This function is known to participants as 'Share My Plan'. NDIA has **published information** for participants to promote the change to **privacy settings** in myplace. Participants can share their plan with some or all providers by requesting it in a planning conversation, going to an NDIA office, going to a Local Area Coordinator partner office or updating the myplace participant portal. **All people we support should be asked by LWB staff to give consent to share their plan.** This should be done as part of the LWB Engagement process but if not, the person can be asked about giving consent at the point of completing the Service Agreement.

To assist the people we support with this, staff should guide them through the NDIS myplace portal **step-by-step guide**. LWB will automatically be notified that a participant has given consent to view parts of their plan via an electronic letter in the provider myplace portal.

If a person we support gives consent, LWB staff will be able to view the person's details (name, NDIS number, date of birth, gender, goals, if there is a nominee, if an interpreter is required), current plan dates and goals and previous plans in myplace. If we are delivering

Support Coordination to the person, they will also see information about funds spent and the amount of funds remaining. Details of any funds allocated will also be shown (e.g. in capital supports there is an allocation for home modifications). Support Coordinators are also able to see information about types of plan management in the plan (e.g., plan-managed, NDIA-managed etc.) and details about other community, mainstream and in-kind supports.

## **NDIS LWB 450 Consent to Collect and Share Information**

As part of entering into a Service Agreement with LWB, the people we support are asked to consent to their personal information being collected, stored, used and at times, shared with Service Providers and other government or non-government agencies.

The Consent to Collect and Share Information form explains what personal information LWB will need to collect from the person, and the reasons we need to collect the information. It defines the potential uses of the information, and provides a (non-comprehensive) list of people and organisations that LWB may need to share the information with.

The Consent to Collect and Share Information form provides people with an opportunity to list any Service Providers that they do not want their personal information to be shared with, and includes a section for the person to indicate whether they approve LWB to take and use their photograph.

The Consent to Collect and Share Information form explains to the person that if they do not provide some or all of the personal information that LWB requests, LWB may not be able to provide all of the requested services. The form also details how the person can access LWB's Privacy Policy, how LWB will store personal information, and how the person can request details of the personal information LWB holds about them and correction of information if it is incorrect.

The [NDIS LWB 450 Consent to Collect and Share Information](#) must be completed at least annually or whenever a person we support wishes to vary their consent.



## NDIS LWB 422 Accommodation Agreement



**The completion of the NDIS LWB 422 Accommodation Agreement is mandatory for all people we support who pay rent to LWB.**

Under the NDIS, there is clear separation of the provision of Accommodation and that of Service Delivery (SIL). The aim is to replicate *an ordinary life*, as in the broader community where anyone renting a property has a tenancy agreement.

The NDIS LWB Accommodation Agreement can be used in any of the following circumstances:

- We are charging rent to the person
- The person has Specialist Disability Allowance (SDA) in their NDIS plan, the property they are living has been enrolled for SDA and we are claiming the SDA payment
- We are receiving funding from the Department of Health for people with Continuity of Support funding

The [NDIS LWB 422 Accommodation Agreement](#) is LWB's national agreement. No other version should be used. The latest version of the Accommodation Agreement can be found via the [Engagement](#) page of the Disability Pathway pages.

No rent should be collected by LWB from any person without an NDIS LWB Accommodation Agreement in place.

The expectation of the NDIA is that those providers who provide the Accommodation and those who deliver the day to day support will be two different providers. If however LWB is the housing provider, it may be an interim situation. If a Community Housing Provider (CHP) takes over the accommodation provision, our NDIS LWB Accommodation Agreement will be replaced with a Community Housing Provider's own Accommodation Agreement. The CHP will then start to charge the person rent.

**If a CHP is managing the accommodation, the NDIS LWB Accommodation Agreement should NOT be used. The CHP will give the person their own Accommodation Agreement.**

The NDIS LWB Accommodation Agreement establishes expectations, clarifies responsibilities of both the person we support and LWB concerning the delivery of supports and managing the property. It also reflects fees and charges. It provides transparency and accountability for both the person and LWB. It also provides useful information about processes to be followed when there are concerns or issues.

## Legality of the NDIS LWB Accommodation Agreement

The NDIS LWB Accommodation Agreement is a legal document.

We are subject to Australian Consumer Law. We must deliver what we say in any of our agreements or information materials.

The signed NDIS LWB Accommodation Agreement must be loaded onto the person's CIRT file under: Programs>Funding / Contract>NDIA>DocumentName SURNAME.FirstName. YYYY.MM.DD

## Reasonable Rent Contribution

The NDIA sets the maximum **Reasonable Rent Contribution (RRC)** paid by a person as per the NDIS Terms of Business. LWB charges the maximum allowed under the Terms of Business.

The following RRC charges apply to LWB clients:

- 25% of the Basic Disability Support Pension
- 100% of any Commonwealth Rent Assistance received.
- Plus 25% of any current equivalent pension supplement.

Because the RRC is a percentage, the contribution to LWB will be adjusted in line with any increases to the above payments and supplements. Therefore, the person we support agrees to pay the increase when notified by the Accommodation Provider. The Accommodation provider will let the person know at least 28 days before the increase occurs.

If the person is not eligible for a Disability Support Pension then the RRC will be calculated as 25% of the base rate of the Disability Support Pension applicable for their circumstances. Plus 100% of any Commonwealth Rent assistance received.

It is important to note that the wording is the “**current equivalent**” of the DSP as those people receiving services from LWB under the Continuity of Support programme, may be in receipt of an Aged Pension. We charge the same as the NDIA expected rates to anyone still under State or Territory government funding. It also allows to us increase the rent in the event of any increase in the DSP or CRA. This needs to be explained to the person we support.

People we support can choose to pay by Centrepay deduction, Electronic Funds Transfer or Direct Debit. If the person chooses to pay by direct debit, they need to complete and sign the relevant [Direct Debit Request form](#). This form can be found on the [LWB Intranet Shared Services pages](#).

Staff need to explain to the person that we **do not send monthly financial statements** but expect that **people will be monitoring their accounts**.

## Claiming - Specialist Disability Accommodation

Some NDIS participants with high support needs will be eligible for Specialist Disability Accommodation (SDA) funding. This funding is a contribution to the “bricks and mortar” costs of housing but does not cover support costs. If a person is eligible and receiving an SDA payment, their SDA funding will appear in their NDIS plan. SDA providers are able to claim these SDA funds if the person is living in the provider’s SDA registered property.

If SDA claims are required to be made, please contact your Finance Business Partner or National LWB Finance.

## Managing Participant Debt

Fees associated with services that are not funded by the NDIS or regulated by the NDIA are set by LWB. Although it is not intended that these prices and charges disadvantage any person or family, LWB may take measures to recover outstanding payments.

Regular invoicing and follow up aims to prevent people getting into debt. The first strategy will always be to seek informal local resolution regarding this issue. People we support and families, who after appropriate actions and supports have been offered, are still refusing to pay outstanding debts will have their Service Agreement reviewed by the most senior local Operational Manager (Regional Manager). Any decision to terminate services must be made in consultation with the State Director. LWB will consider extenuating circumstances and genuine examples of hardship when considering any action to recover debt or change service access.

LWB Finance will make available to the Regional Manager, an aged debtor report that outlines any person with outstanding payments at 30 days. LWB Finance/NDIS Liaison & Planning Coordinator will contact the family/person both in writing and by phone alerting them to the details of the overdue payment and requesting payment.

If, after two reminder letters have been sent and two weeks have elapsed since dispatch of the final letter, and support has been offered, and the person/family is still refusing to pay outstanding debts, the matter should be referred to the appropriate State Director. The Regional Manager will discuss with the State Director the need to review the Service Agreement currently in place. For all people other than those receiving Supported or Shared Living (SIL) arrangements, the Service Agreement will be amended to suspend services until outstanding payments are recovered.

## Explaining the NDIS LWB Accommodation Agreement

The person develops their NDIS plan with the National Disability Insurance Agency (NDIA) staff or a Local Area Coordinator (from an NGO funded by NDIS). It is not usually until the NDIS Plan has been agreed upon and finalised with the NDIA that people will then commence the process of working with service providers, such as LWB, about the purchase of supports and the signing of our NDIS LWB Service Agreement and our NDIS LWB Accommodation Agreement.

LWB staff need to ensure that before the completion of the NDIS LWB Accommodation Agreement, the person is supported to clearly understand the expected responsibilities and what they can expect from LWB (our responsibilities). These roles and responsibilities are often called the terms and conditions. This is all included in the NDIS LWB Accommodation Agreement. The person we support, their plan nominee or decision makers, sign the NDIS LWB Accommodation Agreement once its terms are acceptable to both parties.

## Easy English Accommodation Agreement

If you are working with a person who would benefit from an Easy English version of the Accommodation Agreement you must refer to the following 3 documents and also provide a copy to the client.

<a href="#">NDIS LWB 424 About your Accommodation Agreement - Easy English</a>	This document can be printed and provided to a person without any information needing to be added. The purpose of the document is to describe conditions of the Accommodation Agreement.
<a href="#">NDIS LWB 423 Accommodation Agreement - Easy English</a>	This document requires careful editing in areas which are highlighted yellow to meet the person's circumstances regarding their details and the details of the Accommodation. In most cases the Agreement will be between LWB as an Accommodation and Service Provider with an NDIS Participant. In some instances this might be a Continuity of Support participant. It would be rare that we would not be the Service Provider in either scenario given LWB's current position on Accommodation Provider registration.
<a href="#">NDIS LWB 425 How to change Service Providers - Easy English</a>	This document can be printed and provided to a person without any information needing to be added.

## Leaving the Accommodation/Changing the SIL Provider

Any person we support can of course opt to exit our accommodation and live somewhere else. The terms of their exit are explained in the agreement but would generally be **by giving 60 days' notice**. We can give the person 90 days' notice if we wish to terminate the Agreement. We can however immediately end the agreement and exit a person if the person's presence gives rise to serious concerns for the safety of others, especially our staff and other people we support.

A person may wish to move to another property with the same or different SIL provider. Should all people in the accommodation want to change the SIL provider they can do so. The process to follow is outlined in the NDIS LWB Accommodation Agreement.

## Property Damage

In the event LWB equipment or property or property belonging to another person is damaged or stolen, staff should seek advice from their local Operational Manager. LWB has no fixed policy of dealing with this, given the circumstances of each event will need careful consideration. We do advise in the Accommodation Agreement that LWB reserves the right to have criminal charges brought to bear/hold the person responsible for the cost of the damage/theft.

## Who from LWB should sign the NDIS LWB Accommodation Agreement

The delegation for authority to sign the NDIS LWB Accommodation Agreement will be determined by the LWB rental charges as identified in this Agreement. In line with current financial delegation processes, LWB Package levels need the following approvals:-

- Program Managers or equivalent (Level 7 delegation) up to \$50,000
- Regional Operations Managers (Level 6 delegation) up to \$250,000
- Director / Regional Operations Managers (Level 5 delegation) up to \$500,000

Given the rates of the combined DSP and CRA, this agreement could be signed by those staff with level 7 delegation – Program Managers or equivalent.

## Understanding and Managing SIL and Accommodation supports

SIL and Accommodation is a complex topic. Therefore staff should read the [NDIS LWB 311 Vacancy Management - Procedure](#) and also seek support from the DSSC as required.

## Summary of Specific Information about Completing the Accommodation Agreement

There are a range of practical areas to be aware of when negotiating the NDIS LWB Accommodation Agreement. It is important to explain to each person we support the dual responsibilities LWB holds when we are both the SIL Service Provider **and** the Accommodation provider. It is also important to advise that we may at any future date hand over our responsibility as Accommodation Provider to a Community Housing Provider. If we do this, we will advise the person and introduce them to the new provider. This is outlined in the agreement itself.

## Key points for LWB Staff to prepare for the Accommodation Agreement meetings

Specific Section	Instruction for Completion
<b>Name of the person</b>	Write the name of the person plus the name of any other decision maker that is acting on their behalf
<b>SDA registration details</b>	This is only where relevant to the person we support. The property may not be enrolled for SDA. In the case of CoS clients, we cannot claim SDA, but we can claim an additional <b>equivalent amount from the Dept. of Health.</b>
<b>Payment will be made</b>	Note although there is an option to pay weekly, most people will pay fortnightly
<b>LWB and your responsibilities</b>	Please make sure you go through these points with each person we support
<b>SDA payment</b>	If the person has SDA flagged in their NDIS plan and we have enrolled the property for SDA we will seek the SDA payment directly from the NDIA. The person need take no action.
<b>Absences</b>	<ul style="list-style-type: none"> <li>• Please ensure the person is clear that rent is still payable even when the person is away from the property.</li> <li>• Please refer directly to wording in the agreement.</li> </ul>
<b>Inspections and access</b>	<ul style="list-style-type: none"> <li>• Please walk the person through this section</li> <li>• Please explain in particular that we may not be the property owner and the owner does have legal rights to access their property</li> </ul>
<b>Ending the agreement</b>	<ul style="list-style-type: none"> <li>• Please refer directly to the agreement for our conditions of ending this agreement</li> <li>• Please ensure the people we support have this explained to them</li> </ul>



<b>Feedback and disputes</b>	<ul style="list-style-type: none"> <li>• Please note that in the event of any issue with the property, people we support should not be referred to the LWB Property team but that local staff should liaise directly with LWB Property to resolve the issue</li> <li>• Note that people we support can seek assistance from whoever they wish to assist them to sort out an issue</li> </ul>
<b>Contact details and signatures</b>	Please make sure these pages are fully completed
<b>List of furnishings</b>	<ul style="list-style-type: none"> <li>• Please itemise any furnishings the person will bring with them</li> <li>• Please advise the person that we cannot be responsible for the security of personal items such as mobile phones etc. They should consider personal items insurance</li> </ul>
<b>Attachment 3</b>	<ul style="list-style-type: none"> <li>• Please remind the person we are both the Service Provider and the Accommodation Provider</li> <li>• Please go through in detail with each person so they know what funding is used for what purpose</li> </ul>

## Disability Staff Support Centre contact details

You can get advice and support about this procedure from the Disability Staff Support Centre (DSSC).



## Appendix 1 – Privacy

LWB understands that under the law, people have a right to privacy, dignity and confidentiality and LWB complies with the requirements of the *National Disability Insurance Scheme Act 2013*, the *Privacy Act 1988* (Cth) and the Australian Privacy Principles. LWB's [Privacy and Confidentiality Policy Guideline](#), [Privacy and Confidentiality Policy Guideline – Easy English](#), and [Your Privacy Factsheet](#) set out LWB's personal information handling practices, including how to access your personal information, and LWB's privacy complaints handling procedure.

## Information Sharing

Personal, identifying information will only be shared with a third party with your consent, or if required under law or through State or Federal regulations.

In certain circumstances LWB is obliged to share client related information with agencies who have the legislated authority to request that information. Both LWB and those agencies are bound by the *Privacy Act 1988* (Cth) when sharing and handling sensitive personal information.

**Below are the key federal agencies who may request information in relation to NDIS funded clients:**

- **NDIS Quality and Safeguards Commission (from July 1st 2018 for NSW and SA):** Detailed client information may be shared with the NDIS Quality and Safeguards Commission regarding an allegation associated with the conduct of a staff member, carer or client towards another client, the use of Behaviour Support Plans that include Restrictive Practices as well as information relating to Complaints, and;
- **National Disability Insurance Agency (NDIA):** for people living in NDIS funded Shared and Supported Living arrangements. The NDIA requires providers to share detailed client information which informs Supported Independent Living (SIL) quotes. For example, Behaviour Support Plans and Health Care Plans. The NDIA may also request information from providers in relation to the delivery of client outcomes relevant to their funded NDIS Plan. Agencies are also required to notify the NDIA of the death of an NDIS funded client.