

Support Services Agreement (Shared Living Resident)



PART 1 – AGREEMENT

1. Agreement details

Resident
This agreement is for [insert name] (Resident) , a participant in the National Disability Insurance Scheme (NDIS).
Parties
This agreement is between: (a) Sunnyfield ABN 72 000 415 127, of 185 Allambie Road, Allambie Heights NSW 2100 (Sunnyfield); and (b) [Insert name] (Resident) [or [Insert name], [insert relationship to Resident] (Resident's Representative)]. <i>If the Resident's Representative signs this agreement for a Resident, Sunnyfield must sight evidence of how they are authorised to act for the Resident.</i>
NDIS
Sunnyfield NDIS Provider number: 4050000238
Start Date
This agreement starts on the date the Resident moves into their House detailed in clause 3.
Term Period
Means from the Start Date and continues until it ends in accordance with Section 18.
Key Contacts
See Schedule 1 for key contact details.
Right of Negotiation
Prior to this document being signed you or the person who represents you has the right to negotiate with us on the terms that will make up your agreement.

2. Purpose of agreement

This agreement is made for the purposes of:

- Providing, as agreed, the SIL support services, under the Resident's NDIS plan and if requested, to provide other support

services that are not funded under the Resident's NDIS plan from Sunnyfield; and

- Record all other relevant terms of business to this agreement.

3. Living arrangement

The Resident will have a separate agreement with an Accommodation Provider that details the Resident's living address in the table below.

Living Address Accommodation
[insert house address] (House)
Accommodation Provider
[insert Accommodation Provider name]
Date of Accommodation Agreement
[insert date of Accommodation Agreement]

PART 2 – SERVICES

4. Provision and funding of all support services

- The Parties agree to complete Schedule 2 to identify all support services and NDIS funding needs chosen by the Resident.
- The Parties will complete Schedule 3 for additional-fee-for-service support services that are chosen by the Resident and are payable without NDIS funding during the Term Period.
- The Parties agree that all support services outlined in 4 a) or 4 b) may change during the Term Period. Please see clause 17 that assists to amend the services based on the Resident's needs.

5. Support services in SIL accommodation

5.1. Included support services

Sunnyfield agrees to provide the Resident, subject to the Resident having a funded NDIS plan:

- Staff to support the Resident to live in SIL accommodation 24 hours per day, seven (7) days per week; excluding:
 - hours allocated to other services in their NDIS plan or other hours spent with other providers; or

- ii. other matters related to their accommodation, such as being absent or away on holidays given there will be no rostering times set to cover the Resident's needs.
- b) Development and implementation of a person-centred plan so everyone understands:
 - i. what is important to the Resident; what staff need to know and do to support the Resident; and what the Resident's goals and aspirations are. It is important that the Resident and Resident's Representative is comfortable with their support services and before signing this agreement it is advisable to make enquires with different providers to get the right service provider.
 - ii. what to include, but not limited to, personal care plan, budgeting of personal monies, communication plan and medication plan.
- c) Assist with domestic support using an active support model to develop the Resident's ability to keep their bedroom and the House clean and tidy; and to assist with shopping, cooking, laundry and other general domestic tasks.
- d) Provide support for general activities the Resident participates in, including social, sporting, exercise and recreational activities within the agreed shared residents' activities.
- e) Support to access health services and specialised therapy services, and to implement the recommendations made by a health professional or therapist.
- f) Provide access to transport services of the shared House vehicle which should be scheduled and planned to meet the requirements of, and be convenient to, all House residents for regular transport needs (for example, to and from work, access to community and social participation activities, medical appointments and other trips that are convenient to, and suit, all House residents).

If the Resident's NDIS funding stops for any reason for support services, Sunnyfield will

promptly, from becoming aware, inform the Resident or Resident's Representative of what is unfunded. If the Resident wants to continue receiving those support services from Sunnyfield, the fees must be brought up to date for those support services pursuant to clause 15.3 otherwise support services could become suspended in accordance with clause 16.

6. Provision of home services (meals and utilities)

Subject to the fees being paid and up to the limit as described in clause 15.2, Sunnyfield agrees to provide the Resident with three (3) meals a day, seven (7) days a week:

- a) when at home; and
- b) in addition, provide a lunch box when attending employment or community access activities or other activities related to clause 5.1 a) i.

No meals are provided if a Resident is on holidays or in hospital. If the Resident requires special food for any reason in this clause 6, then the Resident must pay the additional cost of these meals in addition to any existing support service fees.

Sunnyfield will also provide the Resident's room with electricity and provide the House with reasonable use of electricity, landline telephone, internet access (via a dedicated resident Wi-Fi network), gas and water.

For the avoidance of any doubt, home services (meals and utilities) are separate to SIL support services.

7. Excluded support services

Sunnyfield does not provide the Resident:

- a) Personal items such as clothing and personal consumables.
- b) Household operating costs and other items the Resident or the owners of the House are responsible for under the terms of their Accommodation Agreement.
- c) Arranging and paying for regular bills such as chemist, gym memberships, hairdresser, magazine subscriptions, club memberships, medical and dental, subscription or streaming television, internet or mobile phone.

- d) Paying for the cost of obtaining any health services or specialised therapy services, and the direct costs of implementing the recommendations made by the health professional or therapist. Sunnyfield will provide its guidance on costs and how this applies to the Resident.
- e) Paying for any prescription or over the counter medication.
- f) Paying for additional professional cleaning services from an external provider and unrelated to Sunnyfield.
- g) Paying for access to activities which incur additional expenses (for example, tickets for the cinema, ferry, theatre, opera, horse or car racing, special sporting events), for either the Resident or their Sunnyfield support staff.
- h) Arranging transport to activities which are of an individual nature and are not in the interests of, or not convenient to, the residents in the House.
- i) Paying or organising holidays (Sunnyfield's policy and procedure on holiday planning for shared living residents provides an explanation of the processes and procedures to follow for planning a holiday). Please speak with the House Service Co-ordinator in first instance to co-ordinate your holiday planning.

The cost of any of these support services in this clause 7 will need to be met by the Resident or Resident's Representative unless they are separately funded through the Resident's other NDIS funding.

8. Additional fee-for-service support services

If the Resident or Resident's Representative wishes Sunnyfield to provide the Resident with additional support services to those described in clause 4, 5 and 6, then Schedule 3 must be completed to indicate what support services are requested. The fees for these additional support services are outlined in Schedule 3.

The Parties agree that Sunnyfield has no obligation to provide any additional fee-for-service support services unless and until those additional fee-for-service support services have

been agreed in writing and are paid in accordance with clauses 13 and 16.

PART 3 – RULES, RESPONSIBILITIES, PROTOCOLS

9. House rules

The Resident is required to comply with House Rules which the Resident, the Resident's Representative and the other residents of the House will prepare and agree on with Sunnyfield.

- a) House Rules are about the respectful use, enjoyment and management of the House.
- b) General House Rules:
 - i. No smoking inside the house.
 - ii. No pets unless approved by the Accommodation Provider and all residents.
 - iii. Residents will ensure that their guests understand and follow the House Rules.
 - iv. Unless agreed by all residents, guests should only be in the House between 8am and 8pm.
 - v. Guests can only use shared areas of the House if agreed to by all residents.
- c) House Rules for Residents:
 - i. Residents and their guests will not interfere with the comfort and privacy of other residents.
 - ii. Residents will keep their rooms clean in a way that does not interfere with the comfort of other residents and in a way that does not create a fire, health or safety hazard.
 - iii. Residents will help with housework as described in the weekly roster.
 - iv. Residents will share facilities in the shared areas of the House and respect other residents' right of access by taking turns to use shared facilities.
 - v. Residents will not give the main door key to anyone who does not live in the House.
 - vi. If a resident is allowed to keep a pet, they must take responsibility for all costs, care and any disturbance the animal makes and if the pet is no longer able to reside at the House, the Resident is responsible

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for finding alternative accommodation for the pet.

- d) House Rules for Sunnyfield:
- i. Where it is safe to do so, Sunnyfield will respect the right of the Resident to privacy in their room or in private areas.
 - ii. Sunnyfield will make sure all rooms and shared areas are kept clean and safe, notifying the Accommodation Provider of all required repairs as needed.

- e) Residents and/or Sunnyfield can suggest changes to House Rules but each change must be voted on and agreed to by at least two-thirds of all voters with the exception if there is 5 in total voters. Sunnyfield gets one vote with the calculation for voting based on the table below:

Total voters	Two-thirds
6	4
5	4
4	3
3	2
2	2

10. Responsibilities of Sunnyfield

Sunnyfield agrees with the Resident or Resident's Representative to:

- a) Treat the Resident and Resident's Representative with courtesy and respect and communicate honestly in a timely manner.
- b) Consult the Resident and Resident's Representative where practical, on decisions about how support services are provided, and provide support services that meet the Resident's needs at the Resident's preferred times where practical.
- c) Detail the arrangements for providing support services to be put in place in the event of an emergency or disaster to manage the health and wellbeing of the Resident, using all reasonable endeavours to implement emergency planning procedures and provide continuity of support services, while meeting government mandated requirements.
- d) Make information accessible to the Resident and Resident's Representative about making

and managing feedback, complaints, privacy and confidentiality, and their rights to advocacy.

- e) Protect the Resident's privacy and confidential information (except where Sunnyfield is required to disclose personal or confidential information by law or so that Sunnyfield can properly provide the support services covered by this agreement).
- f) Provide support services to a professional standard and with appropriate care, skill and conduct that is otherwise consistent with all relevant laws, including the National Disability Insurance Scheme Act 2013 and rules and relevant consumer law.
- g) Keep accurate records of the support services provided to the Resident.
- h) Assist contact with the NDIA or Resident's Support Coordinator when requested by the Resident.
- i) Have all necessary insurance required to provide the support services.
- j) Take all necessary steps to fulfil its obligations to workers and other people in the House under Workplace Health and Safety legislation, including liaising with the Accommodation Provider to address maintenance issues.
- k) Ensure its employees and contractors comply with all relevant professional standards and NDIS Codes of Conduct.

11. Responsibilities of the Resident or Resident's Representative

The Resident or Resident's Representative agrees to:

- a) Treat other residents and staff with courtesy and respect (for example, to not undertake any conduct that is in any way bullying, harmful or intimidating towards another person).
- b) Tell Sunnyfield how they wish the support services to be delivered to meet their needs, including any limits to the funding available.
- c) Talk to Sunnyfield if they have any concerns or other matters that might affect how Sunnyfield delivers the support services covered by this agreement.

- d) Tell Sunnyfield as soon as possible about any changes to the Resident's health and medication, personal care, and/or transport requirements.
- e) Nominate an Emergency Contact Person and ensure that the nominated person is aware they are the Emergency Contact Person and the person is willing to be contacted at any time of day if an emergency arises and can make decisions concerning the Resident, if necessary.
- f) Sign any form required to give Sunnyfield authority to access information held by the NDIA about the Resident if Sunnyfield requires that information to provide the support services detailed in this agreement.
- g) Tell Sunnyfield promptly if the Resident's NDIS plan is suspended or changed, if the Resident's NDIS plan funding is exhausted, or if the Resident stops being a participant in the NDIS.
- h) Tell Sunnyfield how the Resident's NDIS funding is managed (see clause 14) and if the way in which the Resident's NDIS funding is managed changes during the term of this agreement.
- i) Ensure all Sunnyfield invoices are paid as and when they fall due, and that adequate funds are available in any bank account from which any direct debit payment is due.
- j) Notify Sunnyfield if the Resident is planning a holiday or other absences.
- k) Comply with House Rules (see clause 9).
- l) Comply with Communication protocol for families and circle of support (see clause 12).

12. Communication protocol for families and Circle of Support

This is a set of principles and actions to support effective communication between the Resident, their Circle of Support, and Sunnyfield staff.

12.1. Guiding principles

- a) Sunnyfield strives to maintain positive relationships with the Resident and those who are important to them based on mutual trust and respect.

- b) Sunnyfield respects and endorses the principle of supported decision making with Residents to make their own decisions or express their will and preferences. Sunnyfield acknowledges that where a guardian has been legally appointed, that person will make the final decision.
- c) Where the Resident or Resident's Representative indicates and consents, we will communicate with their Circle of Support to keep them informed about the support services provided to the Resident.
- d) All communication will be honest, transparent, and in language those we are communicating with understand and feel comfortable with.

12.2. Principles in action

- a) The Resident or Resident's Representative will provide details of who is the Resident's key contact person. This will be the main point of contact for regular communication and updates.
- b) The Resident or Resident's Representative will provide details of who is in the Resident's Circle of Support.
- c) Contacting Sunnyfield:
 - i. Sunnyfield will provide the Resident's key contact person with the House Service Co-ordinator, and Regional Manager's work phone numbers.
 - ii. Sunnyfield's key contact person is the House Service Co-ordinator during rostered shifts they are working. They are available on the House phone number or the House Service Co-ordinator mobile phone number (if provided) during business hours.
 - iii. When the Service Co-ordinator is not available, the Acting Service Co-ordinator or Sunnyfield Key Worker should be contacted via the House phone or a mobile number (if this provided).
 - iv. If the Resident's key contact person needs an urgent response, and the House Service Co-ordinator is unavailable, and support staff are not able to assist, contact the Regional Manager.

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- v. The Resident's key contact person and Circle of Support members are not to contact Sunnyfield staff on their personal phone numbers or through social media accounts.
- d) Regular update meetings:
 - i. Sunnyfield will arrange a convenient time and day for a meeting with the Resident's Circle of Support, to take place as jointly agreed.
 - ii. Sunnyfield will organise the meeting format as jointly agreed (for example, face-to-face, using an online platform like Skype or Zoom, by telephone, or via email). If the Resident chooses to attend, Sunnyfield will support them to understand and be actively involved in the meeting.
 - iii. The Resident's key contact person will provide, in writing, any questions or issues for discussion to the House Service Co-ordinator the day before the meeting.
 - iv. Matters generally, discussed at the regular update meetings include:
 - The Resident's activities and what they have enjoyed and achieved.
 - Any issues or concerns regarding the Resident's health or behaviour.
 - Upcoming medical and other appointments for the Resident.
 - Progress towards the Resident's current or new goals, including if there is a need for a NDIS plan review.
 - Matters relating to the Resident's personal money.
 - v. The House Service Co-ordinator will give an administrative update on:
 - House staffing or rostering arrangements.
 - Residents moving into/out of the House.
 - Household expenses and resident contributions.
 - Any updates to service agreements.
- Any other relevant items on support services provided by Sunnyfield.
- e) Other communication:
 - i. Sunnyfield encourages Circle of Support members to keep in touch:
 - Telephone calls are welcome.
 - Schedule a video call.
 - Sunnyfield will publish a regular family diary email (**My Diary**) recapping the Resident's fortnight.
 - ii. Visits are welcome (subject to any applicable government health order restrictions):
 - Visitors should notify the House Service Co-ordinator by email beforehand.
 - Circle of Support members can attend informal social gatherings at the House when invited by the Resident.
 - Where the Resident lives in an independent unit, visitors may visit as agreed with the Resident.
 - Where the Resident lives with others, visitors are to respect the House Rules.
 - Sunnyfield encourages all visitors to end visits by 8pm unless different arrangements have been made with the Resident and House Service Co-ordinator.
- f) If someone from the Resident's Circle of Support makes or changes a Resident's appointment, they must email the House Service Co-ordinator for a new appointment or date change, ideally with at least three business days' notice.
- g) If there is an urgent matter, Sunnyfield will contact the Resident's emergency contact person as soon as practical. These matters could be medical, or any incident that directly affects the Resident, even if it does not directly involve them.
- h) If any member of a Resident's Circle of Support has concerns about the support

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services, including the way we communicate, or staff matters, please contact the House Service Co-ordinator in the first instance. If the issue or concern relates to the House Service Co-ordinator, please contact the Regional Manager.

PART 4 – PAYMENTS AND TERMS OF BUSINESS

13. Provision and funding of NDIS support services

If the price limit or amount of funding for any support service changes during the Term Period, Sunnyfield is allowed to change the price or the amount of that support service provided.

Any additional expenses that are not included as part of a Resident’s NDIS funding are the responsibility of the Resident or Resident’s Representative.

Sunnyfield can stop providing NDIS support services if funding for those support services ceases to be available for any reason, including if the Resident’s NDIS plan is suspended or the Resident stops being a participant in the NDIS, or if the Resident’s NDIS plan funding is exhausted.

14. Payment for NDIS support services

Sunnyfield will seek payment for providing the NDIS support services described in Schedule 2 after they have been provided to the Resident, according to the table below.

How Resident NDIS SIL funding is managed	How payments are made to Sunnyfield
NDIS SIL funding is managed by the NDIA (agency managed)	After providing the support services, Sunnyfield will claim payment directly from the NDIA.
NDIS SIL funding is managed by the Resident or Resident’s representative (self-managed)	After providing the support services, Sunnyfield will issue the Resident or Resident’s Representative with an invoice.
NDIS SIL funding is managed by a Plan Management	After providing the support services, Sunnyfield will issue

How Resident NDIS SIL funding is managed	How payments are made to Sunnyfield
Provider (plan managed)	the Plan Management Provider an invoice.

The way in which the Resident’s NDIS plan is currently managed is set out in Schedule 2. If the Resident’s funding is managed by a Plan Management Provider, the Resident or Resident’s Representative must provide the name of the Plan Management Provider and relevant contact details to Sunnyfield in Schedule 1.

15. Payment for other support services

15.1. Fee for transportation

The Resident will be charged a fortnightly transportation contribution towards the annual operating cost of a shared House vehicle to provide the Resident transport services as described in clause 5.1 f).

The fee for transportation is a fixed regular payment and is not dependent on the volume of weekly usage or occasional absence (for example, holidays or weekends away). This fee is a contribution towards Sunnyfield’s transport costs.

The fee will be equal to the amount of NDIS transport funding paid directly into the Resident’s bank account as part of their NDIS funding; or equal to the average amount of the other House residents’ NDIS transport funding if the Resident does not receive NDIS transport funding.

All amounts under this clause are payable fortnightly via direct debit pursuant to clause 15.4.

15.2. Fee for home services (meals and utilities)

In return for the provision of the home services (meals and utilities) described in clause 6, the Resident or Resident’s Representative agrees to ensure the following amounts are paid:

- a) 50% of the Disability Support Pension for which the Resident is eligible (or would have been eligible if the Resident has no income).
- b) 100% of the Energy Supplement to the Disability Support Pension for which the Resident is eligible (or would have been eligible if the Resident has no income).

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The dollar amounts will increase automatically whenever the Government implements an increase to the Disability Support Pension and/or the Energy Supplement, to maintain the same percentage.

If the Resident is not eligible for the Disability Support Pension, then their fee for home services will be calculated as 25% of the basic rate of the Disability Support Pension applicable for their circumstances.

All amounts under this clause are payable fortnightly via direct debit set out in clause 15.4.

15.3. Payment of additional fee-for-service support services

After providing additional fee-for-service support services described in Schedule 3, Sunnyfield will send the Resident or Resident's Representative an invoice for payment.

Invoices for additional fee-for-service support services will be settled by direct debit with amounts owing to be collected by Sunnyfield on the date of invoice (in the case of regular periodic payments) or no later than 14 days after the date of invoice (in the case of other payments). Please see clause 16 in the event of suspension of support services for unpaid invoices.

Sunnyfield may increase these fee-for-service fees by giving the Resident or Resident's Representative one month's written notice of the increased fees. If the Resident or Resident's Representative does not accept the increase in fees, Sunnyfield will have no obligation to provide additional fee-for-service support services from the date of one month after the notice of increased fees was sent.

15.4. Direct debit authorisation

The Resident or Resident's Representative must complete a direct debit request form for support services from Sunnyfield. This form must be completed before support services can start and allows Sunnyfield to authorise debit amounts invoiced for any support services under this agreement that are:

- a) NDIS supports, the funding for which is self-managed by the Resident or Resident's Representative.

- b) NDIS funded and paid directly to the Resident or Resident's Representative as described in clause 14.

- c) Other support services described in Schedule 3.

Sunnyfield reserves the right to not accept any alternative payment method that incur processing fees or charges, including but not limited to credit card, cash and cheque.

16. Suspension of support services (including any fee-for-service support)

If any invoice is not settled in full when they are due (for example, because of there being insufficient funds in the nominated bank account) Sunnyfield will send a reminder notice to the Resident or Resident's Representative. If the invoice is still not settled in full within 14 days after the reminder notice has been sent, Sunnyfield may stop providing any of the support services that the Resident or Resident's Representative fails to pay for directly and is under no obligation to continue its services until all outstanding invoices are settled.

If the Resident is having financial difficulty, please advise Sunnyfield so we can review the situation on a case-by-case basis to try and assist to find a viable payment solution.

Sunnyfield will not stop providing support services that are NDIA managed unless those payment claims are not met by the NDIA (for example because the Resident's NDIS plan is suspended or the Resident stops being a participant in the NDIS, or the Resident's NDIS funding is exhausted).

PART 5 – GENERAL MATTERS

17. Changes to this agreement

If changes to this agreement are required, the Resident or Resident's Representative and Sunnyfield agree to discuss and review any changes to the agreement and to act in good faith and in a diligent matter in relation to any negotiations for changes. The Parties may also agree during the Term Period to replace a Schedule at any time and any replacement will take effect from the date it is approved by the Parties in writing.

18. Ending and extending this agreement

18.1. Termination by Resident without cause

The Resident or the Resident's Representative may give at least three (3) months' notice to Sunnyfield in writing at any time to terminate this agreement.

18.2. Termination by Resident with cause

The Resident or the Resident's Representative can terminate the agreement upon 14 days' notice of a serious breach by Sunnyfield. However, before the termination notice takes effect Sunnyfield has 14 days or such period as is agreed from receipt of the termination notice to rectify the serious breach to the satisfaction of the Resident or Resident's Representative. If the breached is rectified in accordance with this clause 18.2 then the Parties agree that the termination notice will no longer apply. If rectification does not occur then the agreement will end.

18.3. Termination by Sunnyfield

Sunnyfield may elect to give at least three (3) months' notice in writing to terminate its agreement. In addition, Sunnyfield may also provide at least 3 months to terminate its agreement, including in the event that:

- a) The Resident or Resident's Representative continuously fails to comply with their responsibilities as set out in this agreement.
- b) Any failure by the Resident or Resident's Representative to ensure all Sunnyfield invoices are paid as and when they fall due and follow up invoices are not rectified in accordance with clauses 14 and 15.
- c) If circumstances arise where a suitable plan for the support services cannot be developed as required by the Resident.
- d) Sunnyfield, in its sole discretion, considers it is unable to provide support services to the Resident at the House without serious risk of harm to the Resident, other residents or staff in the House, or a breach of Sunnyfield's Workplace Health and Safety obligations.

The Parties acknowledge that before a termination notice is provided by Sunnyfield pursuant to clause 18.3, that the Parties will meet

in good faith and work together to identify a solution for the Resident's benefit and is acceptable to Sunnyfield.

18.4. Automatic Termination

Notwithstanding clauses 18.1 to 18.3 and unless the Parties agree otherwise, this agreement will end automatically:

- a) If the Resident stops living in the House.
- b) If the Resident is found to be conducting an illegal activity at the House (and the illegal activity is not ceased immediately upon notice from Sunnyfield).
- c) If the Resident ceases to be a participant in the NDIS unless clause 18.5 applies.
- d) If the Accommodation Agreement is terminated or the Accommodation Provider terminates the Resident's access to the House. If this event occurs, Sunnyfield will work to provide continuity of its support services to the extent possible unless Sunnyfield is not allowed to undertake support services under any circumstances.

18.5. Extension of agreement in the event of a new NDIS plan

Subject to clauses 18.3 and 18.4, if the Resident receives a new NDIS plan and agrees for Sunnyfield to continue to provide support services under the new NDIS plan, this agreement is automatically extended to the date on which the new NDIS plan ends, unless it is otherwise terminated in accordance with clause 18.

Any changes to the support services or NDIS funding because of a new NDIS plan can be recorded and agreed in accordance with clause 17.

19. Record keeping

Sunnyfield agrees to keep full and accurate accounts and financial records of the support services delivered to the Resident, plus records of service agreements, household expenses and any complaints it receives for five (5) years.

Sunnyfield confirms the way it holds these records complies with the NDIS terms of business, all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority.

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20. Privacy

Sunnyfield agrees to comply with all Privacy Laws and to collect, handle and disclose the Resident's personal and health information, in accordance with its Privacy Policy.

Sunnyfield will require the Resident or Resident's Representative to sign a written consent which allows Sunnyfield to share the personal and health information of the Resident with the Accommodation Provider or another person/entity as required.

PART 6 – WHO CAN YOU TALK TO FOR HELP

21. Enquiries, feedback, complaints and disputes

Any enquiries relating to any support services, including any request to change or cancel any scheduled support services, please contact Sunnyfield's key contact person in the House per clause 12.2 c).

Any enquiries relating to this Agreement including any questions relating to invoicing and payment, please contact the Sunnyfield's Commercial Team on 1300 588 688 or email myaccount@sunnyfield.org.au.

If the Resident or Resident's Representative wish to give feedback or make a complaint about their support services, please talk to the House Service Co-ordinator or email feedback@sunnyfield.org.au.

If the Resident or Resident's Representative does not want to talk to Sunnyfield:

- a) **Contact:** Stopline, Sunnyfield's independent whistle-blower service on 1300 304 550.
- b) **Contact:** National Disability Insurance Agency on 1800 800 110 or [National Disability Insurance Scheme \(NDIS\)](#) regarding booking disputes.
- c) **Contact:** NDIS Quality & Safeguards Commission on 1800 035 544 or [Homepage of NDIS Quality and Safeguards Commission \(ndiscommission.gov.au\)](#) regarding service quality.

More details regarding Sunnyfield's feedback system can be found at <https://www.sunnyfield.org.au/about/quality-management/feedback/>

PART 7 – OTHER MATTERS

22. Goods and Services Tax (GST)

For the purposes of GST Law, the Parties understand that subject to meeting GST Law requirements for a supply of NDIS support services pursuant to this agreement that no GST will apply. If the position changes GST will be added to Sunnyfield's services.

Further, where additional fee-for-service non-NDIS support services that are provided by Sunnyfield in accordance with clause 8, GST may be added in its fees.

Conflict with NDIS Rules

If any provision of this agreement conflicts with any NDIS Rules, the NDIS Rules will prevail and this agreement will take effect as if it had been signed by each Party with that provision.

23. Defined terms

In this agreement terms include:

Agreement means this agreement plus any Schedules approved in writing by the Parties.

Accommodation Agreement means the agreement for accommodation between the Resident, Resident's Representative and the Accommodation Provider.

Accommodation Provider means the provider of accommodation services to the Resident as set out in clause 3.

GST means a tax applied by GST Law.

GST Law means A New Tax System (Goods and Services Tax) 1999 including amendments.

House means the property specified in clause 3.

NDIA means the National Disability Insurance Agency.

NDIS means the National Disability Insurance Scheme.

NDIS funded means payments made by the NDIS.

NDIS support services means the services outlined in clause 4 and Schedule 2.

other residents means (as defined in lower case) another resident or residents in the House besides the Resident.

Parties means the signatories to this agreement.

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Privacy Policy means Sunnyfield’s privacy policy available at

<https://www.sunnyfield.org.au/about/quality-management/sunnyfield-policies/>

Resident’s Key Contact Person means the Resident’s main point of contact for regular communications and updates.

Resident’s Representative means the person or entity who signs this agreement including any enduring guardian, guardian, financial manager, public trustee or pursuant to an enduring power of attorney.

Schedule means any Schedule to this agreement as amended from time to time.

Schedule 1 means the people and organisations approved by the Resident or Resident’s Representative to be included in supporting, providing services, and/or decision making; including family members, therapists, health practitioners, other service providers, etc as amended in writing from time to time.

Schedule 2 means the services outlined in this agreement and any changes made from time to time.

Schedule 3 means any additional fee for service support services and any changes agreed by the Parties from time to time.

SIL means Supported Independent Living arrangement.

SIL Accommodation means the accommodation taken up by the Resident detailed in clause 3.

Sunnyfield Key Worker means the Sunnyfield staff member who is assigned by Sunnyfield and agreed by the Resident and Resident’s Representative, as the primary, but not exclusive, support person for the Resident.

support services means (as defined in lower case) to include all SIL and non-SIL services elect by the Resident or Resident’s Representative.

Signed by

Resident	
Resident’s Name	
Capacity to sign <input type="checkbox"/> Resident (tick box)	Signature
Date Signed	

Resident’s Representative (if applicable)	
Resident’s Representative Name	
Capacity to sign for Resident (tick box) <input type="checkbox"/> Parent <input type="checkbox"/> Relative <input type="checkbox"/> Other (e.g., friend) <input type="checkbox"/> Enduring Guardian <input type="checkbox"/> Guardian <input type="checkbox"/> Financial Manager <input type="checkbox"/> Enduring Power of Attorney <input type="checkbox"/> Public Trustee	
Signature of Resident’s Representative	
Date Signed	
<input type="checkbox"/> Representative’s Authority to act: Only attach a document if the right to act for the Representative is in writing. Otherwise leave blank.	

Sunnyfield Representative’s Name	
Signature	
Date Signed	

SCHEDULE 1 – KEY CONTACT DETAILS

Item 1 – Resident

Given names					
Surname					
Address					
Suburb		State		Postcode	
Phone		Mobile			
Email					
Date of birth		NDIS number			

Item 2 – Resident’s Representative (if applicable)

Given names					
Surname					
Address					
Suburb		State		Postcode	
Phone		Mobile			
Email					
Relationship to Resident					

Item 3 – Resident’s Plan Management Provider (if applicable)

Company					
Contact name					
Address					
Suburb		State		Postcode	
Phone		Mobile			
Email					

Please note: This Schedule 1 may change from time to time by agreement of the Parties. Sunnyfield can provide a separate form if there are more people for inclusion.

Support Services Agreement (Shared Living Resident)



SCHEDULE 2 –SUPPORT SERVICES

Support services are provided in accordance with the indicative support framework noted below, for the NDIS plan period [insert date period] subject to adequate SIL funding approved by the NDIA. Future NDIS SIL funding approved by the NDIA will also form part of this agreement.

Indicative support framework

	6am	7am	8am	9am	10am	11am	12pm	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	Overnight
Mon																	Sleepover
Tues																	Sleepover
Wed																	Sleepover
Thu																	Sleepover
Fri																	Sleepover
Sat																	Sleepover
Sun													3	3			Sleepover

[Insert resident specific table to replace this illustrative table]

	Hours	Funding
Individualised support	0.5	Funded weekly SIL amount \$ 4,368.13
Shared Supports	82.5	Funded annual SIL amount \$ 227,142.88
Non SIL Funded Supports	29.0	Funded annual Irregular Supports amount \$ 14,585.92
Overnight	56.0	
Equivalent funded 1:1 support (incl O'night)	92.0	

Non-SIL Supports requires a separate agreement

- Non-SIL support services do not form part of this agreement. Sunnyfield will provide a separate quote for approval by Parties and the Parties will enter into a separate agreement.
- It is the responsibility of the Resident or Resident’s Representative to ensure they have adequate NDIS funding to cover all regular hours of non-SIL funded supports.

SIL Supports

- SIL support services are billed based on the 1:1 equivalent rate in accordance with NDIA rules.
- Shared support services are dependent on the resident cohort and may change when new residents move in or existing residents exit.
- Any increase in the Resident’s support needs will be subject to the NDIA requiring the Resident or Resident’s Representative to submit a NDIS change of details or change of situation form.

Irregular support

Sunnyfield will claim payment from the Resident’s NDIS irregular support funding, when the Resident requires additional support services to their indicative support framework:

- During unplanned community/employment program closures; or
- During reasonable unscheduled community/employment program absences (for example, due to sickness).

Any significant increase in additional irregular support services at the House will be subject to the NDIA guidelines requiring the Resident or Resident’s Representative to submit a NDIS Change of Details or Change of Situation Form on the NDIS website.

NDIS funding management

Select how the Resident’s NDIS SIL funding is managed:

- NDIS SIL funding is managed by the NDIA (**agency managed**)
- NDIS SIL funding is managed by the Resident or Resident’s representative (**self-managed**)
- NDIS SIL funding is managed by a Plan Management Provider (**plan managed**)

Please note: This Schedule 2 may change from time to time by agreement of the Parties.

Support Services Agreement (Shared Living Resident)



SCHEDULE 3 – ADDITIONAL FEE-FOR-SERVICE SUPPORT SERVICES

These are the additional fee-for-service support services the Parties have agreed Sunnyfield will provide the Resident. These additional fee-for-service support services are not NDIS funded and will be paid for directly by the Resident or Resident’s Representative (see Clause 15.3).

Support service description	Price ^{1, 3}	Quantity or frequency ²	Start date	Finish date	Total cost

¹ Depending on the type of support service this could be price per hour, per day, or per some other unit.

² Depending on the type of support service this could be an absolute quantity such as number of hours, days, or some other unit; or could be described as a frequency such as a number of hours per week, with a start date and finish date allowing calculation of total cost.

³ GST applies to the additional fee-for-service support services pursuant to GST Law.

Please note: This Schedule 3 may change from time to time by agreement of the Parties.

