

# Product Disclosure Statement: Terms and Conditions

## Home and Independence

This Product Disclosure Statement: Terms and Conditions is for Disability Services Australia's (DSA's) Home and Independence services and should be read with your DSA Service Agreement: Consent, Terms and Conditions.

### 1. What is included in your service

- 1.1. Home and Independence is support at home which may also be in Specialist Disability Accommodation (SDA).
- 1.2. The service includes:
  - 1.2.1. Regular and consistent support in the home. 24/7 with active overnight and/or sleepover support.
  - 1.2.2. Support with personal care routines including showering, toileting, assisted lifts and mealtime assistance.
  - 1.2.3. Assistance with household tasks such as preparing meals, washing clothes and cleaning.
  - 1.2.4. Support with complex medical needs, positive behaviour support management, administering medication (which may include bowel care management, catheter management, epilepsy, asthma and tube feeding).
  - 1.2.5. Cost for your Support Worker, as per your Roster of Care, to support you during scheduled supports.

### 2. What is not included in your service:

- 2.1. Personal care equipment such as slings, continence aids, HEN products and communication devices.
- 2.2. Personal items including toiletries, clothes, or other personal household items such as electrical appliances and bedroom furniture.
- 2.3. Medication costs, Health Care Assessments, or medical treatments.
- 2.4. Telephone and individual internet costs.
- 2.5. Any costs for your visitors, such as tea and coffee.
- 2.6. Repairs and maintenance to the building, gardens or shared fixtures and furniture as these are provided by your landlord (Specialist Disability Accommodation Provider)
- 2.7. Costs while on activities, for example drinks, meals, entry fees (tickets).
- 2.8. Irregular supports are not included in your service however, if you require irregular supports DSA will claim for this on your behalf. Irregular supports

may include irregular or unplanned events that disrupt your supports initially planned for in your budget via your Roster of Care. Some examples include:

- 2.8.1. Falling ill and required to stay home
- 2.8.2. Cancellation of a day program

### **3. We agree to:**

- 3.1. Provide supports based on your needs, offering you choice and control in how your supports are provided.
- 3.2. Respect you and your personal space.
- 3.3. Help you to manage any conflicts within the home.
- 3.4. Assist you to communicate concerns to the relevant DSA staff member.
- 3.5. Assist you to communicate your needs and changes.
- 3.6. Consult you in our occupancy process.

### **4. You agree to:**

- 4.1. Provide access to your home including your bedroom and bathroom, so that we can provide support to you.
- 4.2. DSA reviewing your care plans so we understand what you require and how to best support you at home. This includes support for complex medical needs, positive behaviour support management, administering medication and/or clinical support such as therapy.
- 4.3. DSA recommending changes to your support needs such as positive support management.
- 4.4. Pay the Housekeeping and Transport payments listed in the Payments section of this Product Disclosure Statement.
- 4.5. Acknowledge that DSA may decide to call the police if your behaviour poses a safety risk to yourself and/or others.
- 4.6. Contribute to and respect the house guidelines which may include:
  - 4.6.1. Share household tasks such as shopping, meal preparation and cleaning to the best of your ability.
  - 4.6.2. Be respectful of others, show appropriate and socially acceptable behaviours, and use appropriate language to the best of your ability.
  - 4.6.3. Consider others when playing loud music, following council laws that prohibit or restrict loud music (including music played in a room that can be heard outside of that room).
- 4.7. Let others (your housemates and staff) know when you are having visitors.
- 4.8. Seek DSA's approval if you would like an overnight guest and provide information to DSA about the guest.

- 4.9. Behave in a way that does not put others in danger.
- 4.10. All services provided to you at home are undertaken by DSA staff.

## 5. On behalf of your housemates you agree to:

- 5.1. Not enter your housemates' room unless invited and agree to leave their room if asked to leave.
- 5.2. Make sure your visitors also respect and not inconvenience your housemates. Respect the privacy of their rooms and shared spaces as shared.
- 5.3. Talk to your housemates if you have a disagreement. If you still don't agree, ask a staff person to help you.

## 6. Supported Independent Living (SIL) Budget and Claiming Information:

- 6.1. Under the current funding guidelines, the NDIS or your Support Coordinator will need to provide DSA with the following information regarding your Supported Independent Living budget
  - the annual funding value for irregular SIL supports
  - the annual funding value for the regular SIL plan
  - the total funding value for the SIL plan (category level amount)
  - the estimated funding value for weekly SIL supports (not including irregular support days).

Once DSA receives the above information, we will work with you and your support network to tailor your support needs to our house roster, utilising the referenced (SIL) budget.

- 6.1.1. At the end of each week, DSA will make a claim against your NDIS plan at the estimated funding value for weekly SIL supports for the agreed delivered supports.
- 6.1.2. Along with your SIL funding, the NDIS will also provide you with a budget for Irregular Supports. Your Irregular Supports budget will be quarantined by DSA and will be utilised to pay for additional ad hoc supports that are outside of your regular SIL roster.
- 6.1.3. Where DSA believes that your funding is not adequate in meeting your support needs, we will work with you and your Support Coordinator to gather evidence that will assist you in a Change of Circumstance lodgement.
- 6.1.4. This amount is recorded in the Annexure Fees and Charges part of your General Service Agreement.

### 6.2. Housekeeping:

- 6.2.1. You will need to pay a fortnightly fee to cover housekeeping and utilities All rent and charges are outlined in your Tenancy Agreement.

- 6.2.2. Housekeeping - food and other household consumables, such as cleaning products.
- 6.2.3. This fortnightly fee is 25% of your Disability Support Pension (or an equal amount if you are not eligible for the Disability Support Pension)
- 6.2.4. This will be paid by you using an automated payment arrangement, for example, Centerpay, Direct Debit or Electronic Funds Transfer (EFT). If you require support we will assist you to update your automated payment arrangement.
- 6.2.5. If you require medically prescribed food, you may be asked to pay less housekeeping depending on your individual situation.
- 6.2.6. If you choose to not share groceries, you will be asked to pay a contribution towards household goods. This will be charged at 4% of the Disability Support Pension (or an equal amount if you are not eligible for the Disability Support Pension).
- 6.2.7. As housekeeping is a percentage, it will change if your Disability Support Pension changes.

### 6.3. Transport:

- 6.3.1. If you are unable to catch public transport and you need DSA to provide you with reasonable travel to medical appointments, shopping, your day program or other household outings in your local community you will need to pay a fortnightly fee for your transport.
- 6.3.2. This fortnightly fee is 100% of your Transport Allowance (Mobility Allowance) and will be paid by you using an automated payment arrangement, for example, Centerpay or Electronic Funds Transfer (EFT).
- 6.3.3. Transport will only be offered to you if DSA has suitable vehicles available.
- 6.3.4. To book transport, you will need to arrange this with DSA Management and your housemates.

## 7. Conflict of Interest and Relationships

DSA is required to have an agreement in place with the tenancy provider who will manage your tenancy and the property.

In some instances, there may be a relationship between your Home and Independence provider and landlord (SDA provider if applicable) which means they are not completely independent.

DSA are required to make you aware of this relationship.

Details of the property (home) you will be living in is:

- No Relationship between landlord and Home and Independence provider
- Home and Independence provider and landlord (SDA provider if applicable) are related

In the event where there is a relationship, DSA's Conflict of Interest policy ensures your choice and control is respected.

## 8. Changing, Cancelling, or Rescheduling your supports

- 8.1. At DSA, we understand that sometimes you may need to cancel your supports for reasons that are outside of your control. To ensure your supports remain in place and to avoid any delays to your supports resuming, DSA will apply the following cancellation rules when we know that you will be returning home in the not-too-distant future.
- 8.2. NDIS considers Supported Independent Living (SIL) an ongoing 'Program of Support'. DSA enforces the same cancellation rules, but we do not implement the 12-week 'Program of Supports described by the NDIS.
- 8.3. If you cancel your service and you were receiving shared and or one-on-one support from the same rostered staff, DSA will continue to charge your NDIS plan as usual for the duration of your absence.
- 8.4. Where a staff member is specifically rostered to deliver your one-on-one support outside of a shared roster, DSA will cancel and not claim all one-on-one supports but continue to claim all shared supports per your Roster of care.
- 8.5. All one-on-one cancellations will align with the NDIS short notice cancellation rule, and DSA can provide you with a link to the short notice cancellation rules on the NDIA website upon request.
- 8.6. Where DSA needs to cancel your services, we will make every effort to provide you with a minimum of 21 days' notice.

## 9. Changing this Agreement

- 9.1. If your support needs at home change, this may change how much we need to charge your NDIS plan. If this happens:
  - 9.1.1. We will ask you to request an NDIS Plan review.

- 9.1.2. DSA will need to provide a new Roster of Care and quote to the NDIA.
- 9.1.3. Once approved by the NDIA, DSA will update your Service Agreement with the new amount we will charge.
- 9.1.4. Any changes to your DSA Service Agreement will be in writing, and we will ask you to sign and date the new agreement.

## **10. Terminating this Agreement**

- 10.1. Should you want to end your Home and Independence service we ask you to provide DSA with as much notice as possible so that we can assist you with transitioning from our service.
- 10.2. The notice period for moving out of the house will be the same amount of notice you are required to give under your Tenancy Agreement or 90 days if you have no Tenancy Agreement in place.
- 10.3. You will need to keep paying for housekeeping, transport, and DSA will continue to claim from your NDIS plan during the notice period.
- 10.4. If you or DSA breach this Agreement, then the required notice period may be shortened or waived.
- 10.5. DSA may terminate this Agreement if the safety of DSA staff is a risk; or DSA can no longer service your needs. In this event DSA agrees to explain the reasons to you and to support you to access other options where applicable
- 10.6. If any of these payments are not made, DSA will discuss this with you and if not resolved, will lead to termination of the Home and Independence service.