



5.3 SERVICE AGREEMENTS WITH PARTICIPANTS POLICY AND PROCEDURE

1.0 Purpose

To ensure each participant is supported to understand the terms and conditions that apply to their specialist disability accommodation dwelling and the associated service and/or tenancy agreements.

2.0 Scope

The policy applies to:

- ESG Inclusive Homes employees, whether permanent or casual, contractors, volunteers, and stakeholders
- All participants, their families, carers and/or advocates.

3.0 Definitions

Terminology	Definition
SDA	Specialist disability accommodation
Employee	A permanent, fixed term or casual member of staff, a contractor or volunteer employed or otherwise engaged by ESG Inclusive Homes.

4.0 Policy

ESG Inclusive Homes is committed to ensuring that each participant is supported to understand the terms and conditions that apply to their specialist disability accommodation dwelling and the associated service and/or tenancy agreements.

ESG Inclusive Homes has established systems, policies and procedures, workflows, and other strategies to ensure that:

- Work is undertaken with each participant to develop a written Service Agreement that meets the requirements of the National Disability Insurance Scheme (Specialist Disability Accommodation Conditions) Rules 2018, and any applicable state or territory residential tenancy legislation
- In the absence of any applicable state or territory residential tenancy legislation, ESG Inclusive Homes will ensure that written service agreements will specify:
 - The rent that must be paid by the participant and the method and timing of making rental payments and arrangements for the issuance of rental payment receipts
 - The value and management arrangements in relation to any bond that is required from the participant

- If applicable, any board payments that have been agreed with the participant, what the board payments will cover and the method and timing of making the board payments
 - The minimum period of notice that will be given by ESG Inclusive Homes before ESG Inclusive Homes increases the amount of rent or board (where applicable) payable by the participant
 - The name, telephone number and address of ESG Inclusive Homes agent (if any) and the responsibilities of the agent
 - ESG Inclusive Homes' responsibility to notify the participant in writing within 5 business days of any changes and are made clear to each participant
 - The commencement date of the Service Agreement, the duration of the Service Agreement, and the way the Service Agreement can be extended
 - The circumstances in which the Service Agreement can be terminated by either the participant or ESG Inclusive Homes
 - ESG Inclusive Homes' responsibility to give the participant a minimum of 90 days' notice before the participant is required to vacate the premises, unless shorter notice is required to address risks of harm to the participant or others
 - ESG Inclusive Homes' responsibility to explain the process for requesting repairs or maintenance to be undertaken.
- Each ESG Inclusive Homes Service Agreement establishes expectations, explains the responsibilities of ESG Inclusive Homes in relation to the dwelling, and specifies the rights and responsibilities of the participant in accessing the dwelling
 - Each ESG Inclusive Homes Service Agreement includes information about dwelling safety features, including fire alarms and building evacuation procedures, and how this information will be communicated to other providers who deliver supported independent living to each participant in the dwelling.
 - Each participant is supported by ESG Inclusive Homes to understand the Service Agreement including any conditions, by using the language, mode of communication and using terms which that participant is most likely to understand; and
 - Each participant receives a copy of their Service Agreement signed by the participant and ESG Inclusive Homes. Where this is not practicable, a record is made detailing the circumstances in which the participant did not receive a copy of their Service Agreement.

4.1 Information and Documents to be Given to the Participant

Before the Service Agreement is entered into or established by ESG Inclusive Homes and the participant, ESG Inclusive Homes must provide the participant and the relevant persons in the participant's support network with:

- An information statement and a copy of the Service Agreement; and
- An explanation of the information statement and Service Agreement,

- In the language, mode of communication and using terms which the participant is most likely to understand, in accordance with relevant legislation.

4.2 Signing of the Service Agreement

ESG Inclusive Homes enters or establishes the Service agreement with the participant in accordance with relevant legislation.

4.3 Notice of Service Agreement

ESG Inclusive Homes gives the Director notice of the Service Agreement entered or established with the participant, in accordance with relevant legislation.

4.4 Record of Service Agreement

ESG Inclusive Homes gives the participant a copy of the Service Agreement signed by the participant and ESG Inclusive Homes or where this is not practicable, makes a record detailing the circumstances in which the participant did not receive a copy of their Service Agreement.

5.0 Procedure

5.1 Information and Documentation to be Given to Each Participant

It is the responsibility of all ESG Inclusive Homes employees to provide each participant with the following documentation:

- Give the participant an information statement, in the form approved by the Director and/or appointed delegate, at least 7 days before entering or establishing the Service Agreement with the participant.
- Enter into the Service Agreement, or work with the participant to establish the Service Agreement, before the participant occupies their SDA enrolled dwelling.
- Give the participant and their family, carer and/or advocate a written copy of the Service Agreement, in the prescribed standard form and including or referring to matters required by the National Disability Insurance Scheme 2013 (Cth) and any regulations, rules or instruments made under that Act, on or before the commencement date in the Service Agreement.
- Give an explanation both verbally and in writing where reasonable, of the information statement and the Service Agreement to the participant in the language, mode of communication and using the terms which the participant is most likely to understand.
- If it appears that the participant would benefit from support or requires support to understand the information statement and any explanation of the information statement, ESG Inclusive Homes will use reasonable endeavours to convey the contents of the information statement and explanation of the information statement to the participant in the language, mode of communication and using the terms which the participant is most likely to understand.
- If it appears that the participant would benefit from support or requires support to understand the information statement and any explanation of the information statement, ESG Inclusive

Homes will provide a copy of the information statement and explanation of the information statement to a family member, carer, guardian, advocate or other person chosen by the participant or if no person is chosen, to a person who ESG Inclusive Homes considers can assist the participant and is not employed by, or a representative of, ESG Inclusive Homes.

- If it appears that the participant would benefit from support or requires support to understand the Service Agreement and any explanation of the Service Agreement, ESG Inclusive Homes will provide a copy of the Service Agreement and explanation of the Service Agreement to a family member, carer, guardian, administrator, advocate or other person chosen by the participant or if no person is chosen, to a person who ESG Inclusive Homes considers can assist the participant and is not employed by, or a representative of, ESG Inclusive Homes.

5.2 Notice of Service Agreement

ESG Inclusive Homes will arrange for each to participant to sign the Service Agreement which dictates the terms of the care and supports to be provided by ESG Inclusive Homes.

ESG Inclusive Homes will provide notice of the Service Agreement within 14 days of the Service Agreement being entered into or established to both the participant and/or their family, carer, guardian and or advocate which will provide details including:

- Name and contact details of ESG Inclusive Homes
- Address of the SDA enrolled dwelling being provided by ESG Inclusive Homes
- Care to be provided under the Service Agreement; and
- Term of the Service Agreement.

ESG Inclusive Homes employees must place a copy of the Service Agreement signed by ESG Inclusive Homes and the participant in the participant's file.

In the instance that signing the Service Agreement is not practical, ESG Inclusive Homes employees will make a record in the participant's file detailing the circumstances in which the participant did not receive a copy of their Service Agreement

5.3 Feedback

ESG Inclusive Homes values feedback and acknowledges that this can include compliments, suggestions of what ESG Inclusive Homes may be able to do better and complaints. There are many ways to provide feedback to ESG Inclusive Homes including:

- Completing a Feedback, Compliments and Complaints Form
- Talking directly to an allocated ESG Inclusive Homes employee
- Contacting ESG Inclusive Homes and asking to speak to a manager; and
- Anonymously providing feedback by calling or writing to ESG Inclusive Homes.

5.4 Complaint Resolution Process

ESG Inclusive Homes aims to respond to complaints openly, honestly and in a timely manner. All complaints will be acknowledged and responded to within two business days.

If a complaint is still unable to be resolved, please contact:

- ESG Inclusive Homes on 0418 163 945 to speak with an employee who can assist with the complaint or schedule a call back

OR

- Complete a Feedback, Compliments and Complaints Form and email or post it to:
 - patrick.wilsmore@experiencesocialgrowth.com
 - 8 Sabason Court, Doncaster East, VIC, 3109
- *NDIS Quality and Safeguards Commission*
 - Call 1800 035 544 (free call from landlines)
 - Go to www.ndiscommission.gov.au
- The National Relay Service (NRS) can assist with lodging a complaint for those who may be deaf and/or find it hard to hear or speak with people when using a phone:
 - *National Relay Service (NRS)*
 - Voice Relay Number - 1300 555 727
 - Text Telephone Relay (TTY)/ Telecommunications Relay Service (TRS) Number - 133 677
 - SMS Relay Contact Number - 0423 677 767
 - *Translating and Interpreting Service (TIS National)*
 - Call 131 450

See the *Feedback, Compliments and Complaints Management Policy and Procedure* for a detailed process.

5.5 Training

On initial engagement with ESG Inclusive Homes, all employees will undergo comprehensive induction training on ESG Inclusive Homes service agreements with participants processes as well as receive a copy of ESG Inclusive Homes *Service Agreements with Participants Policy and Procedure* for reference.

Employees will also receive annual feedback, compliments and complaints refresher training to ensure all workers are aware of, trained in and comply with the required procedures in relation to service agreements with participants processes and to ensure that best practice outcomes are maintained.

Employees are required to complete an annual performance development review which is designed to assess employee awareness of service agreements with participants and their roles and responsibilities surrounding these processes. Additional on-the-job and formal training will be provided where required.

6.0 Related Documents, Legislation, Regulations and Standards

- *SDA Tenancy Agreement*
- *SIL Service Agreement*
- *Quality and Continuous Improvement Register*
- [National Disability Insurance Scheme Quality Indicators 2021](#)
- [National Disability Insurance Scheme Act 2013](#)
- [National Disability Strategy 2010-2020](#)
- [NDIS Developing Your First NDIS Plan](#)
- [National Disability Insurance Scheme Terms of Business for Registered Providers](#)
- [Residential Tenancies Act 1997 \(Vic\)](#)
- [National Disability Insurance Scheme \(Specialist Disability Accommodation Conditions\) Rule 2018](#)
- [National Disability Insurance Scheme \(Specialist Disability Accommodation\) Rules 2020](#)

7.0 Policy Review

This *Service Agreements with Participants Policy and Procedure* will be reviewed on an annual basis to ensure that ESG Inclusive Homes operates in accordance with legal, regulatory and company standards. This process will include a review and evaluation of current practices and service delivery types and locations, relevant policies and procedures, forms and registers and will incorporate all ESG Inclusive Homes employee, participant, and other stakeholder feedback.

ESG Inclusive Homes *Quality and Continuous Improvement Register* will be used to record and monitor progress of any improvements identified and where relevant feed into service planning and delivery processes.

ESG Inclusive Homes may make changes to this *Service Agreements with Participants Policy and Procedure* at any time to allow for continual improvement, evaluation, and implementation of best practices to improve the effectiveness of its operation.

By signing this document, I acknowledge that I have read, understand and must comply with this *Service Agreements with Participants Policy and Procedure*.