

Policy 21	Specialist Disability Accommodation
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Record of policy development		
Version	Date approved	Date for review
1.1	November 2020	May 2022
1.0	May 2019	May 2022

Policy purpose:

Coastlink is committed to the provision of Specialist Disability Accommodation (SDA) which meets NDIS Practice Standards for the provision of SDA to NDIS participants.

The policy ensures that Coastlink SDA clients are advised of, understand and are supported within the NDIS SDA rules and the NDIS Terms of Reference SDA addendum. This includes client's rights and responsibilities, exercising choice and control over their supports, contractual aspects of SD including the SDA Service Agreement, ensuring alignment between client's SDA entitlements and property enrolment and tenancy management.

Coastlink maintains a separate Accommodation Policy (20) which solely relates to the delivery of Supported Independent Living (SIL).

Policy:

The organisation will provide SDA dwellings, processes and procedures by ensuring Coastlink:

- Supports the legal and human rights of clients residing in SDA dwellings, including making reasonable adjustments and modifications to dwellings to meet the needs of the individual participant
- Provides all communications in a way that best supports the individual client's needs, including contracts and agreements and other communications pertaining to their rights and responsibilities. A client may choose to use a representative in agreeing to contracts or agreements
- Respects the client's right to privacy, intimacy and sexual expression
- Communicates client's choice and control rights, using appropriate communication methods to meet the client's needs in understanding how conflicts of interest will be resolved. This will also appear in the SDA Service Agreement
- Documents all conflicts of interest in ProSIMS and/or the client communication book. Any formal complaints will be treated and exercised the under the Coastlink Complaints and Feedback Policy.
- The Complaints and Feedback Policy will be provided to the client on signing of the SDA Service Agreement
- The client will be supported too understand the difference in SDA provision and SIL or other supports
- Client's are advised at signing of the SDA Service Agreement that they can choose other providers for these services. Agreement to SIL service providers will be subject to other house

resident's approval, unless the resident in question receives one-on-one supports or can split their supports directly with another resident who also wishes to use an alternate provider. Their choices will not affect their tenure in the SDA dwelling

- SDA Service Agreements meet the NDIS (Specialist Disability Accommodation Conditions) Rules 2018 and all other NSW tenancy conditions
- Provides a copy of the SDA Service Agreement and explains the document to the client in a manner they will understand. The client must receive a signed copy of the Agreement or Coastlink will document the reasons why the client did not sign and receive a copy of the agreement
- SDA Service Agreements include the following:
 - a) 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;
 - b) specify the value and management arrangements in relation to any bond that is required from the participant;
 - c) if applicable, specify 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;
 - d) specify the minimum period of notice that will be given by the provider before the provider increases the amount of rent or board (where applicable) payable by the participant;
 - e) specify:
 - a. the name, telephone number and address of the provider's agent (if any) and the responsibilities of the agent; or
 - b. if the provider does not have an agent, the address and telephone number, of the provider.
 - f) require the provider to notify the participant in writing within 5 business days of any change during the agreement of the matters provided for in paragraph (f), unless applicable state or territory law stipulates an alternative notice period;
 - g) specify the commencement date of the agreement, the duration of the agreement, and the manner in which the agreement can be extended;
 - h) specify the circumstances in which the agreement can be terminated by either the participant or the provider;
 - i) require the provider 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;
 - j) explain the process for requesting repairs or maintenance to be undertaken.
- Clients will be inducted to the SDA dwelling including advised of all safety aspects, with regular fire drills being undertaken
- Ensure all registered SDA dwellings meet the requirements of the NDIS (SDA Conditions) Rules 2018
 - Coastlink will not apply to enrol a dwelling unless it is eligible for enrolment under the Rules
 - Coastlink will only enrol dwellings for resident number equal or less than the number of bedrooms
 - Coastlink will ensure the dwelling continues to meet the eligibility requirements it is enrolled for
- Dwellings will be registered following completion and lodgement of SDA property registration forms with the NDIA. Registration will be sought for the appropriate level of SDA housing being

provided

- SDA Dwellings will be kept in a good state of repair at all times, with a formal maintenance schedule being managed and completed by the Coastlink Compliance Officer, in consultation with the house supervisor and relevant coordinator
- SDA dwellings have appropriate DA approvals
- SDA dwellings will have Council approved occupancy accreditation and that all relevant building laws and standards have been met
- Coastlink will advise the Commissioner of the NDIS Quality and Safeguarding Commission, in writing, within five days of any changes to SDA design category or building type; if the SDA dwelling is no longer suitable or used for SDA; or if circumstances likely to change the SDA design category or building type or the suitability for which the property has been enrolled
- Coastlink will ensure all clients are suitably housed in the event of an emergency or natural disaster that affects the resident's ability to reside in the SDA dwelling. Coastlink will absorb all accommodation costs for temporary emergency accommodation until a suitable permanent alternative is found and offered to the client
- Coastlink will advise the NDIA immediately of any vacancy to SDA dwellings
- Coastlink maintains a current expression of interest (EOI) list of potential house residents
- In the event of a vacancy, the EOI list will be made available to the current residents following written permission from those on the list, for consideration as potential house mates
- Those acceptable to the current house residents will be asked to attend a house meeting with residents to discuss options and consider candidates
- Coastlink will ensure the potential house guests are eligible for SIL funding and where possible SDA funding
- If there is a 100% agreement from the current residents and the proposed resident for mutual residential status, a position will be offered to the proposed resident
- If no suitable resident is found through this process, Coastlink will approach the NDIA for potential candidates, advertise a vacancy through social media or main stream media, and other services including CoS providers
- All potential residents will be subject to the same vacancy process as stated above, with agreement from all residents required before a placement can be offered
- Where a property is not registered for SDA, lease arrangements made with SIL residents will ensure all conditions that apply to SDA dwellings in this policy, with the exception of enrolment, will apply and be met.

Principles:

Coastlink will:

The policy ensures that:

- client's access to specialist disability accommodation dwellings is consistent with their legal and human rights and they are supported to exercise informed choice and control
- client's right to exercise choice and control over other NDIS support provision is not limited by their choice of Coastlink as their SDA provider
- Coastlink clients are supported to understand the terms and conditions that apply to their SDA dwelling and the associated service and/or tenancy agreements
- Coastlink SDA dwellings meet the requirements of the design type, category and other standards identified through the dwelling enrolment process

- clients accessing a Coastlink SDA dwelling are able to exercise choice and control and are supported by effective tenancy management.

Relevant Standards NDIS

1. Rights and Responsibilities
2. Provider Governance and Operational Management
3. Provision of Supports
4. Support Provision Environment
5. High Intensity Daily Personal Activities
6. Specialist Behaviour Support
7. Implementing Behaviour Support Plans
8. Early Childhood Supports
9. Specialised Support Coordination
10. Specialist Disability Accommodation

Aged Care Quality Standards

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| 1. Consumer dignity and choice | 5. Organisation's service environment |
| 2. Ongoing assessment and planning with consumers | 6. Feedback and complaints |
| 3. Personal care and clinical care | 7. Human resources |
| 4. Services and supports for daily living | 8. Organisational governance |

Related Legislation & References

- [National Disability Insurance Scheme \(Provider Registration and Practice Standards\) Rules 2018](#)
- [National Disability Insurance Scheme \(Complaints Management and Resolution\) Rules 2018](#)
- [National Disability Insurance Scheme Act 2013](#)
- [National Disability Insurance Scheme \(Specialist Disability Accommodation\) Rules 2020](#)
- [National Disability Insurance Scheme \(Specialist Disability Accommodation Conditions\) Rules 2018; and Amendments 2020](#)
- [National Disability Insurance Scheme Code of Conduct](#)
- [NDIS Quality and Safeguards Commission](#)
- [United Nations Convention on the Rights of Persons with Disabilities](#)
- [Commonwealth Privacy Act 1988](#)

Related Procedures	
Documents/Forms	
Client Handbook	Shared Drive
Client Complaint Form	Coordinators
Tell Us What You Think Form	Shared Drive

Responsibilities and delegations	
This policy applies to: Clients Employees/volunteers	It will be distributed through: Client handbook, Coastlink website, Coastlink brochures Employee/volunteer handbook, shared drive
The positions responsible for monitoring complaints & feedback is:	<ol style="list-style-type: none"> 1. Operations Manager – oversight of the process 2. CEO – major complaints or those requiring external representation 3. Board – complaints in relation to the CEO
Policy approval	Board

Definitions
Refer to Definitions list at front of Coastlink Policy and Procedure Manual

21 SDA Requirements
<p>Introduction</p> <p>Coastlink has developed procedures and forms that meet the NDIS Practice Standards for the delivery of SDA. This includes the key contract components of SDA tenancy agreements.</p> <p>It also ensures that any properties registered as SDA properties are maintained to that standard at all times. SDA funding is only sought following registration of the SDA property under the rules.</p>
<p>Learning and development</p> <p>All staff and volunteers who provide supports to clients in an SDA premises are provided with a copy of this document and training on its use. All staff and volunteers who support the SDA process through tenancy, financial or placement of clients are provided with a copy of this policy and training on its use. All clients who are considering or are using a Coastlink registered SDA are to be provided information on the process, and to understand their rights and responsibilities in relation to SDA.</p>

Coastlink SDA Service Agreement:

Coastlink ensures all residents of an SDA dwelling are provided with an appropriate SDA specific Service Agreement. The SDA service agreement includes the following clauses:

- (a) specify the rent that must be paid by the resident and the method and timing of making rental payments;*
- (b) specify the amount of any bond and the management arrangements that apply to the bond;*
- (c) specify any board payments that have been agreed with the resident, what the board payments cover and the method and timing of making board payments;*
- (d) Coastlink must issue a receipt for any payment made by the resident;*
- (e) specify the minimum period of notice that will be given by Coastlink before it increases the amount of any rent or any board payable by the participant;*
- (f) specify:*
 - (i) the name, telephone number and address of the Coastlink's agent (if used) and the responsibilities of the agent; or*
 - (ii) if Coastlink does not use an agent, Coastlink's address and telephone number;*
- (g) Coastlink will notify the participant in writing within 5 business days of any change of the matters in paragraph (f), unless State or Territory law provides for another notice period;*
- (h) specify the commencement date of the agreement, the duration of the agreement, and the manner in which the agreement can be extended;*
- (i) specify the circumstances in which the agreement can be terminated by either the resident or Coastlink;*
- (j) require Coastlink to give the resident a minimum of 90 days' notice before they are required to vacate the premises, unless shorter notice is required to address the risk of harm to the participant or others;*
- (k) require Coastlink to ensure that the premises are reasonably clean before the commencement of the agreement;*
- (l) require Coastlink to ensure that the property is in a good state of repair and is being appropriately maintained, having regard to the safety, security and privacy of the residents;*
- (m) explain the process for requesting repairs or maintenance to be undertaken;*
- (n) explain the process for making a complaint about the SDA;*
- (o) specify any house rules the resident is expected to comply with;*
- (p) specify the circumstances in which Coastlink or Coastlink's agent is entitled to access the premises, and the notice that must be provided before Coastlink or Coastlink's agent enters the premises;*
- (q) specify any reasonable responsibilities or obligations of the resident; and*

(r) declare to the resident any conflict of interest in relation to other services provided to the resident. In particular, any affiliation with a Provider of Supported Independent Living services to the participant.”

Tenancy management

All clients who access specialist disability accommodation with Coastlink will be supported by effective tenancy management.

In shared SDA dwellings, vacancies will be declared, advertised and filled according to the following process:

- Coastlink maintains a current expression of interest (EOI) list of potential house residents
- In the event of a vacancy, the EOI list will be made available to the current residents following written permission from those on the list, for consideration as potential house mates
- Those acceptable to the current house residents will be asked to attend a house meeting with residents to discuss options and consider candidates
- Coastlink will ensure the potential house guests are eligible for SIL funding and where possible SDA funding
- If there is a 100% agreement from the current residents and the proposed resident for mutual residential status, a position will be offered to the proposed resident
- If no suitable resident is found through this process, Coastlink will approach the NDIA for potential candidates, advertise a vacancy through social media or main stream media, and other services including CoS providers
- All potential residents will be subject to the same vacancy process as stated above, with agreement from all residents required before a placement can be offered

Coastlink will make documented arrangements with each of our clients, as well as their other NDIS providers who deliver supports within our SDA dwellings, regarding the following matters:

- Arrangements for how Coastlink will work with other providers who deliver supports in our dwellings, to ensure the shared living arrangements are working for all residents;
- Processes for how potential conflicts involving the client will be managed;
- Processes for responding to violence, abuse, exploitation or conflict involving one or more of our clients, which may affect the living conditions of the dwelling;
- Processes for managing behaviours of concern, where relevant to the client;
- Processes for agreeing upon and communicating changes to a client's circumstances or supports;
- Arrangements for continuity of supports in the event of a natural disaster or other emergency; and
- In shared living, how vacancies will be filled, including the client's right to have their needs, wishes, choices and situation taken into account.

If a client does not consent to an agreement, Coastlink will make a documented record of this. Where a client has not consented to an agreement but does wish to remain a client of Coastlink, Coastlink will continue to make arrangements regarding the aforementioned matters, in collaboration with the client's other services providers and support network (where appropriate), in a manner that best upholds the rights of the client.

Any allegation or incidence of violence, neglect, exploitation or discrimination will be acted upon, and each client affected will be supported and assisted. Records will be made of any details and outcomes of reviews and investigations (where applicable), and Coastlink will take action to prevent similar incidents from occurring again.



Where a change occurs in a client's needs or circumstances, [Coastlink](#) will make reasonable adjustments to accommodate these changes.

If the client's increased support needs exceed the design category or functionality of the dwelling, [Coastlink](#) will undertake reasonable work to modify the dwelling, following consideration of the impact of any modifications on other residents (where applicable).

Where the client's needs or circumstances cannot be accommodated, the client and their relevant support providers will be made aware of the need to find alternative accommodation.