



AA4	Accessible and Affordable Services	Specialist Disability Accommodation Policy and Procedures
-----	------------------------------------	---

<b>What this policy aims to do</b>	Make sure people who use MASS to access specialist disability accommodation dwellings is consistent with their legal and human rights and they are supported to exercise informed choice and control.
<b>Who this policy applies to</b>	People who access specialist disability accommodation dwellings run by MASS
<b>Who is responsible for carrying out this policy</b>	Managers responsible for overseeing specialist disability accommodation dwellings
<b>What words used in this policy mean</b>	" <i>SDA Residency Agreement</i> " means mandatory information (fees, charges, etc) for people receiving accommodation services through Supported Disability Accommodation (SDA)
<b>Legislation this policy is based on</b>	<a href="#">National Disability Service Standards</a> Victorian Human Services Standards
<b>Other relevant policies</b>	HS10 Financial Support A2 Decision-making and Choice HS9 Guardians and Administrators MG4 Conflict of Interest Policy MS3 Staff Code of Conduct HS5 Freedom from Abuse and Neglect HS4 Rights and Responsibilities HS11 Client Feedback

Version	Date	Author/Editor	Approved by	Notes
1.0	24/6/2020	Sophie Walker	S Reeves	New Policy

## Specialist Disability Accommodation Policy

MASS currently provide one Specialist Disability Accommodation (SDA) setting for four Adult participants living with an autism spectrum disorder. MASS services and supports recognise that people with a disability have the same right as other members of the community to:

- Access suitable specialist disability accommodation dwellings which are consistent with their legal and human rights and they are supported to exercise informed choice and control.

### Rights and Responsibilities

MASS recognises that:

- We will have knowledge and understanding of each participant's legal and human rights, and incorporation of these rights into everyday practice, including through reasonable adjustments or modifications to the dwelling to meet each participant's needs.
- Any agreement or contract entered into with each participant, and any communication with the participant about the provision of specialist disability accommodation, including about rights and responsibilities in relation to the dwelling, is responsive to their needs and provided in the language, mode of communication and terms which that participant is most likely to understand.
- Each participant's autonomy, including their right to privacy, intimacy and sexual expression is respected.

### Conflict of Interest

MASS provides both SDA and SIL support for participants, we will manage this potential conflict of interest by having distinct personnel with designated responsibility to oversee each area. Where possible MASS will ensure that SILS and SDA are managed by different departments within the organisation. MASS will endeavour to maintain a high level of transparency working with participants, their families and support people to ensure that participants are supported and comfortable with their choice of SDA and aware of alternative provision, supporting participants right to exercise choice.

While MASS recognises and supports each participant's right to exercise choice and control over other NDIS support provision there is acknowledgement that because of the rural setting we operate in, participants have limited options when choosing SDA, there are currently no alternative providers in Mansfield. We will continue to work with participants and their support networks to ensure participants requiring SDA are able to change service providers without compromising housing security. Where required we will provide transparent information to Support Co-Ordinator's and any independent supports available to assist with this process.

### Enrolment of SDA Properties

For current clients who were formally accessing Shared Supported Accommodation (SSA); their accommodation was 'grandfathered' to SDA and became automatically eligible to receive SDA relative to the design category of the dwelling they live in.

In the future; MASS will ensure that each participant's Specialist Disability Accommodation (SDA) dwelling meets the requirements of the design type, category and other standards that are identified through the dwelling enrolment process, including participants right to stay in their home, under a 'grandfather' agreement.

### Tenancy Management

MASS will support each participant accessing a specialist disability accommodation dwelling to exercise choice and control and is supported by effective tenancy management.

### Service Agreements with Participants

MASS will 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.

MASS will:

- Work 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 Victorian residential tenancy legislation".
- MASS will work with participants and support people to understand their Service Agreements and will provide these in a manner which supports their level of understanding.

## Specialist Disability Accommodation Procedures

This procedure explains how **MASS** will implement the **Specialist Disability Accommodation Policy** and comply with the *NDIS Practice Standards, NDIS Practice Standards and Quality Indicators, Jan 2020*.

### Conflict of Interest

MASS will make the following available to participants and their families and support people wishing to access SDA, in a suitable format:

- MG4 Conflict of Interest Policy, MS3 Staff Code of Conduct
- Conflicts of interest, perceived or actual, are proactively managed and documented. MASS will maintain clear channels of communication through suitable forms to inform participants and their support people of any conflict of interest. Any conflict of interest in relation to the provision of other services will be declared in Attachment 6 of the SDA Residency Agreement.
- The participant will be supported to understand the distinction between the provision of specialist disability accommodation and other NDIS supports delivered in the dwelling, such as Supported Independent Living (SIL).
- As a provider who is delivering specialist disability accommodation (SDA) and other NDIS supports to the same participant, MASS will provide separate Service Agreements to maintain transparency
- The provision of SDA and of SIL supports will be delivered by different areas in the organisation. The responsibilities of SDA versus SIL will lie with different personnel. The distinct separation of responsibilities is as follows:

Responsibilities of SDA area of MASS include:

- Participant advertising and selection
- Establishing/entering into SDA Residency Agreements
- Claiming SDA payments and collecting rent
- Tenancy issues, such as damage
- Issuing appropriate notices to participants and receiving notices from participants, and then notifying CAV, NDIA and the Office of the Public Advocate as appropriate (see Tenancy Management below for details)
- Building maintenance
- Fire testing and maintenance
- Home modifications

Responsibilities of SIL area of MASS include:

- Transition to housing
- SIL quoting and establishing separate SIL service agreement
- Emergency evacuation procedure
- Design and delivery of day-to-day support, ie. Staff selection,
- rostering, delivery of support, complaints management, client outcomes, etc.
- The participant's housing rights, including security of tenure, will be upheld, irrespective of any decision/s the participant makes about the provision of other NDIS supports within the specialist disability accommodation dwelling (notwithstanding any matters covered by the specialist disability accommodation service agreement).
- Participants will exercise choice and control with respect to each aspect of their accommodation supports, and they are able to change SIL service provider at any time, and they will be offered additional independent support with this should they wish.
- Participants can raise concerns or complain about their SIL or SDA with confidence that doing so will not jeopardise or impact on the delivery of their other supports.

MASS will not provide Support Coordination for any SDA or SIL participant.

### Service Agreements with Participants

- The appropriate Agreement is selected. Given that this SDA property of MASS has only SDA participants (and no non-SDA participants), then Part 12 A of the *Residential Tenancies Act 1997* is applicable.
- The *SDA Residency Agreement* of Consumer Affairs Victoria (CAV) will be used, as this meets the requirements of the *National Disability Insurance Scheme (Specialist Disability Accommodation Conditions) Rules 2018*, as well as Victorian residential tenancy legislation. This will be downloaded from the CAV website.
- The accompanying *SDA Residency Agreement Information Statement* will also be downloaded from the CAV website.
- The SDA Residency Agreement and the Information Statement will be given to the participant at least **seven days** before entering into or establishing an Agreement.
- MASS will explain the Information Statement and the SDA Residency Agreement in a language, mode of communication and terms that the participant is most likely to understand, verbally or in writing. Easy English versions are available on the CAV website.
- The participant may choose a support person to help them understand their renting rights and responsibilities in an SDA residency.

- A support person can be a family member, trusted friend, advocate, carer or guardian.
- MASS must appoint a support person for the participant if their disability prevents them from understanding the agreement, or their rights and responsibilities. Providers cannot choose a support person who works for them.
- The SDA Residency Agreement and the Information Statement will also be given to the support person at least **seven days** before entering into or establishing an Agreement.
- An individual SDA Residency Agreement will then be entered into or established, seven days after the Agreement and Information Statement were given to the participant and support person.
- The provider and participant 'enter into' the agreement if the participant can:
  - understand the agreement without a support person, and
  - sign it themselves.
- An agreement is 'established' if the participant:
  - needs a support person to help them understand the agreement, and
  - is unable to sign it due to their disability.
- The provider will identify if the agreement is to be entered into or established.
- If the agreement is entered into, the participant will sign the agreement.
- If the agreement is established, MASS will sign the agreement.
- The SDA provider must notify Consumer Affairs Victoria within **14 days** of entering into or establishing an SDA agreement. The online form *Add a new SDA Residency Agreement* on the CAV website will be used.

### Tenancy Management

MASS will support each participant accessing a specialist disability accommodation dwelling to exercise choice and control and is supported by effective tenancy management. Please note, where points are made below as to information or notices being given to the participants this is always given in the language, mode of communication and terms which the participant is most likely to understand. They would also be given to the participant's family and/or support person as appropriate.

MASS will demonstrate:

Adherence to the requirements established in the National Disability Insurance Scheme (Specialist Disability Accommodation Conditions) Rules 2018

- Currently, as the provider of both SDA and SIL for the current dwelling, MASS has Conflict of Interest policy and procedure in place to ensure the participants have full choice and control of their housing and supports (please see above). For example,

participants are able to change to another SIL provider without compromising their housing security.

- Should a participant choose another provider of SIL, then an individualised *Collaboration Agreement* will be established between MASS, as the SDA provider, and the SIL provider.

These two steps above will ensure the shared living arrangement is working for all participants.

Policies and procedures for responding to violence, abuse, exploitation or conflict involving one or more participant which may impact on the condition of the dwelling; (HS5 Freedom from Abuse and Neglect, HS4 Rights and Responsibilities)

- Participants and their families and support person can raise their concerns to the SDA provider about repairs and maintenance, about their accommodation generally, or if they have a dispute with another participant.
- The procedure for dealing with complaints will be included as Attachment 4 in the SDA Residency Agreement. Please also refer to HS11 Client Feedback.
- The duties of the SDA provider in response to complaints or concerns from participants is detailed in the SDA Residency Agreement and Information Statement.
- Participants who have '*behaviours of concern*' (BoC) and are funded for Behaviour Support through their NDIS Plan; will have a BSP which outlines suggested strategies for positive management of any BoC. Any Restrictive Intervention authorised as part of this BSP will be available on the NDIS Quality and Safeguarding Commission website. Where relevant permissions have been granted information will be available to staff working in the SDA. See also HS8 Positive Behaviour Support.
- Changes to a participant's circumstances or supports should be communicated in writing where possible and notices should be provided in person or mail (or email if the participant has given written permission for email).
- Notices available on the CAV website may be used, as appropriate, for example:
  - *Notice of Rent Increase*: must be provided to participant at least 60 days before increasing the rent
  - *Breach of Duty Notice*
  - *Notice of Entry to Residents*
  - *Notice of Intention to Sell*
- In the event of a natural disaster or other emergency, there are arrangements in place for continuity of SDA support. The *Notice of Temporary Relocation* would be given to the participants (downloaded from the CAV website). ( MFE1 Emergency Management, MFE5 Pandemic Influenza Emergency Management Plan)

- The Office of the Public Advocate will be notified, as well as the NDIA (this can be done via the CAV website).
- If a *Notice of Temporary Relocation* is issued, the provider must find the participants somewhere suitable to live until they can move back into the SDA property.
- The participants' SDA Residency Agreements include the procedures for both *Notice to Vacate* (issued by provider) and *Notice of Intention to Vacate* (given by the participant, guardian or administrator).
- Both of these forms can be downloaded from the CAV website and will be used if necessary (see attachment. Easy English versions can also be downloaded). The Office of the Public Advocate will then be notified.
- The NDIA will be notified of any vacancies.
- Vacancies in the SDA dwelling may then be filled.
- Potential SDA participants may be identified via:
  - Direct receipt of expressions of interest;
  - Referrals from LACs;
  - Referrals from other providers or Support Coordinators
  - Referrals from advertising activities (e.g. The Housing Hub)
- Eligibility for the SDA dwelling will be determined: NDIS participant with SDA in their plan.
- The selection of a tenant will take into account the participants' needs, wishes, situation, and choices.

Should the participant not provide consent to an agreement, the specialist disability accommodation provider will document a record of this, including:

- Allegations and incidents of violence, abuse, neglect, exploitation or discrimination, are acted upon, each participant affected is supported and assisted, records are made of any details and outcomes of reviews and investigations (where applicable), and action is taken to prevent similar incidents occurring in the future.
- Where a change in participant needs or circumstances occurs, reasonable adjustments are made to accommodate the changes. If the changed support needs exceed the design category or functionality of the dwelling, work is undertaken to modify the dwelling, following consideration of the impact of the modifications on the other tenants (if applicable). Where the participant's needs or circumstances cannot be accommodated, the participant, and any relevant support providers are made aware of the need to find alternative accommodation.
- A complaints management and resolution system is maintained that meets the requirements of the National Disability Insurance Scheme (Complaints Management and Resolution) Rules 2018 and follows the principles of procedural fairness and natural justice.



- An incident management system is maintained in accordance with the National Disability Insurance Scheme (Incident Management and Reportable Incidents) Rules 2018.
- State or territory legislative requirements regarding the provision of tenancy-related notices are adhered to and each participant is aware of their right to seek review of a decision, where applicable.
- Policies, procedures and agreements relating to any tenancy management are provided in the language, mode of communication and terms which each participant can understand.

### Enrolment of SDA Property:

For SDA properties MASS will demonstrate:

- MASS will not enrol a dwelling that is not owned by MASS unless the owner of the dwelling has acknowledged in writing that the dwelling is to be enrolled as SDA and that the owner has not separately enrolled the dwelling as SDA.
- MASS will not enrol a dwelling to house more residents than the number of bedrooms or similar sized private rooms in the dwelling.
- MASS will, when enrolling dwellings to that all information provided, including in relation to the dwelling's SDA type and its compliance with the Minimum Requirements in the NDIS Price Guide for that type, is accurate and correct.
- MASS will, within five working days, update or cancel the enrolment of a dwelling (in the manner, if any, specified by the Director) if there is a change in the dwelling's design category or building type, or if the dwelling is no longer suitable to be used as SDA.
- MASS will, within five working days, cancel the enrolment of a dwelling (in the manner, if any, specified by the Director) if:
  - a. the dwelling is a New Build or Existing Stock referred; and
  - b. the density restriction applies in relation to the dwelling, and
  - c. the dwelling does not currently house a participant with SDA in their plan who receives SDA funding; and
  - d. The Director will notify the provider that the density restriction for the relevant parcel of land would no longer be satisfied if another participant were to reside in a relevant dwelling on the parcel.
- MASS will notify the Agency if there are circumstances that are likely to change the design category, building type or the suitability of a dwelling they have enrolled for providing SDA.
- MASS will make an annual attestation (in the manner and form, if any, and including any content, specified by the CEO) to the effect that dwellings enrolled by the

provider are in a good state of repair and are being appropriately maintained, having regard to the safety, security and privacy of residents.