



1. Introduction

1.1 Purpose

This Policy and the Policies and Procedures and related documentation set out in section 1.5 below (**Related Documentation**) supports MSG Support Service to apply the Service Agreements with Participants NDIS Practice Standard.

1.2 Policy Aims

Where MSG Support Service delivers supported independent living supports to Clients, documented arrangements are in place with each participant and each specialist disability accommodation provider.

1.3 NDIS Quality Indicators

In this regard, MSG Support Service aims to demonstrate the following quality indicators through the application of this Policy and the relevant systems, procedures, workflows and other strategies referred to in this Policy and the Related Documentation:

- (a) how a Participant's concerns about the dwelling will be communicated and addressed;
- (b) how potential conflicts involving participant(s) will be managed;
- (c) how changes to participant circumstances and/or support needs will be agreed and communicated;
- (d) in shared living, how vacancies will be filled, including each participant's right to have their needs, preferences and situation taken into account; and
- (e) how behaviours of concern which may put tenancies at risk will be managed, if this is a relevant issue for the participant.

1.4 Scope

- (a) This Policy applies to all Clients in respect of which MSG Support Service is providing supported independent living supports.
- (b) All permanent, fixed term and casual staff, contractors and volunteers are required to take full responsibility for ensuring full understanding of the commitments outlined in this Policy.
- (c) The relevant persons specified in the column corresponding to a procedure described in this Policy have the responsibility to implement the relevant systems, procedures, workflows and other strategies referred to in the relevant procedure.

1.5 Related Documentation

The application of the above NDIS Practice Standard by MSG Support Service is supported in part by and should be read alongside the Policies and Procedures and related documentation corresponding to this Policy in the Policy Register.

2. Definitions

2.1 Definitions

MSG Support Service means MSG Support Service Pty Ltd ABN 59 649 341 855.

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Client means a client of MSG Support Service (including an NDIS participant).

Key Management Personnel means Marcelle Sharee Gifkins and other key management personnel involved in MSG Support Service from time to time.

Legislation Register means the register of legislation, regulations, rules and guidelines maintained by MSG Support Service.

Policy Register means the register of policies of MSG Support Service.

Principal means Marcelle Sharee Gifkins.

Related Documentation has the meaning given to that term in section 1.1.

SDA means specialist disability accommodation.

SDAP means a registered NDIS provider that is permitted to provide SDA.

Worker means a permanent, fixed term or casual member of staff, a contractor or volunteer employed or otherwise engaged by MSG Support Service and includes the Principal.

3. Policy

3.1 Assessment and Quotation

- (a) MSG Support Service is committed to collaborating with a Client that is over 18 years of age and is thinking about receiving Supported Independent Living (**SIL**) to determine whether SIL should be provided or other [Personal Care Supports](#) should be provided.
- (b) MSG Support Service acknowledges and agrees that in making an assessment in relation to whether SIL is suitable, the following matters will be considered (whether by one or more of the Client, their local area coordinator, support coordinator, planner or MSG Support Service, as applicable):
- (1) the Client's goals for their potential home and living arrangements;
 - (2) the support the Client needs to live as independently as possible;
 - (3) if alternative supports may be a better option (including Individualised Living Options or personal care supports)
 - (4) if the Client has significant support needs that require person-to-person supports
 - (5) the supports the Client currently receives
 - (6) If SIL support meets the reasonable and necessary criteria for SIL.
- (c) MSG Support Service acknowledges and agrees that all NDIS funded supports must meet the reasonable and necessary criteria, which may, in the context of the provision of SIL, include:
- (1) the Client's current situation, goals and aspirations
 - (2) where the Client lives now and future home and living goals
 - (3) the Client's independent living skills and potential to build on these supports the Client needs to achieve the Client's home and living goals

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- (4) information about the Client's day to day support needs
 - (5) reports or occupational therapy assessments
 - (6) other helpful information about the Client's support needs
 - (7) any alternative home and living options.
- (d) If SIL is deemed to be appropriate (whether by one or more of the Client, their Local Area Coordinator, Support Coordinator, planner or MSG Support Service, as applicable), MSG Support Service will consult with the Client to create a Roster of Care which describes the supports the Client will get from MSG Support Service.
- (e) As part of the consultation process, MSG Support Service will talk to the Client (or their nominee or representative) to confirm what support the Client needs, to create the Client's Roster of Care in accordance with this Policy and relevant guidance (including the Provider SIL Pack).
- (f) MSG Support Service will endeavour to ensure that the Roster of Care provides "value for money" and has been priced in accordance with the NDIS Price Guide and Provider SIL Pack.

3.2 Entry into Service Agreement (SIL)

- (g) MSG Support Service will enter into or establish a service agreement with the Client to provide supported independent living services to the Client.

3.3 Entry into SDA and SIL Collaboration Agreement where SIL is to be provided in SDA

- (h) Where SIL is to be provided in specialist disability accommodation, it is MSG Support Service's intention to enter into an SDA and SIL Collaboration Agreement with SDAP which will establish and maintain good working relationships, effective referral sources and support links between SDAP, MSG Support Service and Client.
- (i) Where SIL is to be provided in specialist disability accommodation, MSG Support Service acknowledges and agrees that:
- (1) the Client has the right to choose and to change their supported independent living provider regardless of whether SDAP has links with MSG Support Service; and
 - (2) They have security of tenure in the SDA enrolled dwelling (consistent with the terms of the SDA residency agreement entered into or established with SDAP) irrespective of any decision/s they make about who provides their SIL service or other NDIS support within the SDA enrolled dwelling.
- (j) Where SIL is to be provided in specialist disability accommodation and without limiting the terms of the SDA residency agreement, as between SDAP and MSG Support Service, MSG Support Service will insist on the SDA and SIL Collaboration Agreement containing the following terms:
- (1) SDAP will be responsible for establishing house rules;
 - (2) SDAP will be responsible for managing and addressing any concerns of the Client about the dwelling in accordance with SDAP's Policies;
 - (3) SDAP will be responsible for managing how potential conflicts involving the Client will be managed if SDAP, except for conflicts which relate solely to services being provided by MSG Support Service, in which case, MSG Support Service will be responsible;

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- (4) SDAP will be responsible for how vacancies in its dwellings will be filled, including each participant's right to have their needs, preferences and situation taken into account; and
- (5) SDAP and MSG Support Service will be collectively responsible for managing how behaviours of concern which may put other tenancies at risk will be managed, if this is a relevant issue for the Client,

However, in all such cases, the parties must collaborate and consult with each other in accordance with this agreement to meet the needs of the Client.

- (k) To the extent that MSG Support Service (and not SDAP) is required under the SDA and SIL Collaboration Agreement to:
- (1) manage and address concerns of the Client about the dwelling, MSG Support Service shall do so in accordance with its Feedback and Complaints Management Policy;
 - (2) manage how potential conflicts involving the Client will be managed, MSG Support Service will do so in accordance with its Conflicts of Interest Policy;
 - (3) manage how vacancies in SDAP's dwellings will be filled, including each Client's right to have their needs, preferences and situation taken into account, MSG Support Service shall do so in accordance with this Policy; and
 - (4) manage how behaviours of concern which may put other tenancies at risk will be managed, if this is a relevant issue for the Client, it will do so in accordance with MSG Support Service's Risk Management Policy, Work Health and Safety Policy and other relevant MSG Support Service policies.

3.4 Co-operation

- (a) MSG Support Service will endeavour to:
- (1) fully cooperate with SDAP and each other in meeting the needs of the Client;
 - (2) coordinate actions with SDAP; and
 - (3) work closely together with SDAP to support the Client in their SDA enrolled dwellings.
- (b) MSG Support Service will seek the consent of the Client to share information with SDAP (eg. about the Client and the services provided by each party). If such consent is granted by the Client, MSG Support Service will communicate with and actively work with SDAP on issues that affect the Client including:
- (1) if the Client's accommodation needs change or modifications are required to the SDA enrolled dwelling;
 - (2) in the event of any issues arising in relation to the behaviour of the Client, that impacts on other residents or the operation of the SDA enrolled dwelling;
 - (3) in the event of any incidents, including any reports of violence, abuse and neglect.

The obligation to communicate and share information only applies so far as is necessary and where lawful to do so.

3.5 Declaring, Advertising and Filling Vacancies

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Where an SDA enrolled dwelling becomes vacant and MSG Support Service is required to manage tenancies with respect to that dwelling, MSG Support Service follows a procedure for declaring, advertising and filling the SDA enrolled dwelling that:

- (a) ensures that applicants have a clear understanding of the procedure and criteria used by MSG Support Service to fill the vacancy;
- (b) fills the vacancy as quickly and efficiently as possible;
- (c) complies with the Legislation;
- (d) documents and takes into account each Client's views, preferences and needs;
- (e) regularly monitors and reviews the systems, procedures, workflows and other strategies used by MSG Support Service in declaring, advertising and filling vacancies in SDAP's SDA enrolled dwellings.

In determining the suitability of an applicant to occupy the SDA enrolled dwelling, MSG Support Service will take into consideration:

- (a) the applicant's eligibility under the Legislation – the applicant must be a current participant under the National Disability Insurance Scheme, be approved to live in the relevant SDA building category and have sufficient SDA funds included in their support package;
- (b) whether the applicant is already a resident of another one of SDAP's other enrolled dwellings;
- (c) the proximity of the SDA enrolled dwelling to dwellings occupied by the applicant's family;
- (d) the proximity of the SDA enrolled dwelling to the applicant's place of employment;
- (e) the applicant's age;
- (f) where MSG Support Service considers it appropriate, references provided by the applicant – unless MSG Support Service determines otherwise, applicants will be required to provide one each of the following references:
 - (1) reference from a previous landlord or agent reflecting a good rental payment history and property maintenance;
 - (2) personal reference from a person who has known the applicant for at least 2 years; and
 - (3) character reference from a person who has known the applicant for at least 2 years;
- (g) applicant's ability to pay the rent for the SDA enrolled dwelling;
- (h) size of the SDA enrolled property compared to the applicant's needs;
- (i) applicant's views, preferences and needs (eg. amenities);
- (j) support services required by the applicant; and
- (k) neighbouring Clients.

3.6 Feedback and Complaints Management

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If a dispute arises between MSG Support Service and the Client or the Client has a complaint about MSG Support Service’s process for declaring, advertising and filling the vacancy of the SDA enrolled dwelling or in relation to assessment and , the dispute or complaint will be dealt with in accordance with MSG Support Service’s Feedback and Complaints Management Policy.

4. Procedure

This Policy is supported by the following Procedures. The Procedures work together dynamically and are relevant to all parts of MSG Support Service. The Procedures are not ordered in priority and all are important to achieving the aims of this Policy.

Procedure	Responsibility
<p>4.1 Assessment and Quotation</p> <p>(a) Prepare a Roster of Care in consultation with a Client utilising the Provider SIL Pack published by the NDIA. It is noted as follows:</p> <p>(1) The Provider SIL Pack includes the tools and templates that MSG Support Service is required to use to develop the Client’s Roster of Care (RoC) and supporting documents. The RoC is a critical document that helps participants, providers and the NDIA determine the type and level of support a participant (for example, a Client) requires NDIS funding for.</p> <p>(2) The July 2020 release of the Provider SIL Pack contains a RoC Tool that has improved functionality to address known issues, and ensures provider rates do not exceed the ADL price limits. Updates to the guidance and template documents are also included.</p> <p>(b) Use the Provider SIL Pack to make a Roster of Care submission when seeking to provide supported independent living services to the Client:</p> <p>(c) The SIL Provider Pack includes the following documents:</p> <p>(1) Guide to using the SIL Provider Pack (DOCX 2.7MB)</p> <p>(2) Provider SIL Roster of Care Submission Template (DOCX 75KB)</p> <p>(3) Provider SIL Roster of Care Submission Tool (XLSX 909KB)</p> <p>(4) Provider SIL Roster of Care Submission Tool Examples (XLSX 920KB)</p> <p>(d) Endeavour to ensure that the Roster of Care provides “value for money” and has been priced in accordance with the NDIS Price Guide and Provider SIL Pack.</p>	<p>Principal and Key Management Personnel</p>
<p>4.2 Entry into Service Agreement (SIL)</p> <p>Enter into or establish a service agreement with the Client to provide supported independent living services to the Client. The service agreement shall be substantially in the form of MSG Support Service’s template Services Agreement (SIL) and shall set out the rights and responsibilities of MSG Support Service and the Client in relation to the supported independent living services provided by MSG Support Service to the Client.</p>	<p>Principal and Key Management Personnel</p>

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4.3 Entry into SDA and SIL Collaboration Agreement

**Principal and Key
Management
Personnel**

- (a) Where SIL is to be provided by MSG Support Service in specialist disability accommodation, enter into an SDA and SIL Collaboration Agreement with SDAP which will establish and maintain good working relationships, effective referral sources and support links between SDAP, MSG Support Service and Client.
- (b) Where SIL is to be provided in specialist disability accommodation and without limiting the terms of the SDA residency agreement, as between SDAP and MSG Support Service, insist on the SDA and SIL Collaboration Agreement containing the following terms:
 - (6) SDAP will be responsible for establishing house rules;
 - (7) SDAP will be responsible for managing and addressing any concerns of the Client about the dwelling in accordance with SDAP's Policies;
 - (8) SDAP will be responsible for managing how potential conflicts involving the Client will be managed if SDAP, except for conflicts which relate solely to services being provided by MSG Support Service, in which case, MSG Support Service will be responsible;
 - (9) SDAP will be responsible for how vacancies in its dwellings will be filled, including each participant's right to have their needs, preferences and situation taken into account; and
 - (10) SDAP and MSG Support Service will be collectively responsible for managing how behaviours of concern which may put other tenancies at risk will be managed, if this is a relevant issue for the Client,

However, in all such cases, the parties must collaborate and consult with each other in accordance with this agreement to meet the needs of the Client.
- (c) To the extent that MSG Support Service (and not SDAP) is required under the SDA and SIL Collaboration Agreement to:
 - (1) manage and address concerns of the Client about the dwelling, MSG Support Service shall do so in accordance with its Feedback and Complaints Management Policy;
 - (2) manage how potential conflicts involving the Client will be managed, MSG Support Service will do so in accordance with its Conflicts of Interest Policy;
 - (3) manage how vacancies in SDAP's dwellings will be filled, including each Client's right to have their needs, preferences and situation taken into account, MSG Support Service shall do so in accordance with this Policy; and

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<p>(4) manage how behaviours of concern which may put other tenancies at risk will be managed, if this is a relevant issue for the Client, MSG Support Service will do so in accordance with MSG Support Service's Risk Management Policy, Work Health and Safety Policy and other relevant MSG Support Service policies.</p>	
<p>4.4 Declaring, Advertising and Filling Vacancies</p> <p>When a vacancy occurs in one of MSG Support Service's SDA enrolled dwellings and MSG Support Service is managing tenancies, MSG Support Service will:</p> <ul style="list-style-type: none"> (a) declare the SDA enrolled dwelling vacant; (b) advertise the vacancy on MSG Support Service's website; (c) notify any referrers of Clients of the vacancy; (d) notify any eligible and suitable applicants who have previously submitted applications to MSG Support Service of the vacancy; (e) assist applicants to complete MSG Support Service's application form if they require assistance; (f) provide applicants with information about the assessment process, including timelines for decision making; (g) give applicants the opportunity to ask questions; (h) record applicants' details and notes on MSG Support Service's system; (i) assess each application and the applicant's suitability to the SDA enrolled dwelling taking into account the criteria set out in this Policy; (j) create a shortlist of the top 3 applicants for the SDA enrolled dwelling according to the criteria set out in this Policy, ranking the applicants from one to three; (k) give each of the top 3 applicants: <ul style="list-style-type: none"> (5) notice that they have been shortlisted for the SDA enrolled dwelling; (6) an opportunity to inspect the SDA enrolled dwelling; and (7) a copy of the SDA residency agreement to be entered into together with any related documents; (l) offer the SDA enrolled dwelling to the most suitable applicant and give them the opportunity to make an informed decision about whether they accept the offer; (m) if the most suitable applicant does not accept the offer of the SDA enrolled dwelling: <ul style="list-style-type: none"> (1) offer the SDA enrolled dwelling to the second most suitable applicant and give them the opportunity to make an informed decision about whether they accept the offer; and 	<p>Principal and Key Management Personnel</p>

<p>(2) advise the most suitable applicant that their refusal of the offer will not negatively affect their application for future dwellings; and</p> <p>(n) if the second most suitable applicant does not accept the offer of the SDA enrolled dwelling, repeat the process set out in item 4.1(l) with the third most suitable applicant.</p>	
<p>4.5 Communicate in the language, mode of communication and terms that the Client is most likely to understand</p> <p>Support Clients to communicate about the provision of tenancy management in a manner which is responsive to their needs and in the language, mode of communication and terms that the Client is most likely to understand by:</p> <p>(a) using respectful, open, clear, and honest communication in all professional interactions (e.g., spoken, written, social media);</p> <p>(b) communicating effectively with Clients to promote their understanding of proposed SDA supports and services (e.g., active listening, use of plain language, encouraging questions).</p> <p>(c) identifying potential barriers to effective communication and making a reasonable effort to address these barriers including by providing information and materials on how to access interpreter services, legal and advocacy services.</p> <p>(d) working with bilingual assessment staff, interpreters (linguistic and/or sign), communication specialists and relevant advocacy agencies/services that can also assist Client participation, inclusion, informed choice and control.</p> <p>(e) encouraging Clients to engage with their family, friends and chosen community if MSG Support Service has been directed by the Client to do so.</p> <p>(f) informing Clients of their inherent human rights and legal rights.</p> <p>(g) supporting Clients to exercise their rights and responsibilities.</p> <p>(h) documenting all material communications accurately, clearly, professionally and in a timely manner and including them in the Client's information file.</p> <p>(i) supporting Clients, their family, carers and support network to find, use and access the SDA supports and services they need and work with them to reduce any limitations or barriers where they exist.</p> <p>Aboriginal, Torres Strait Islander and all people from Cultural, linguistic and diverse backgrounds (CALD) are supported in accessing SDA support and services in the community in an inclusive and supportive environment.</p>	<p>All Workers</p>
<p>4.6 Providing access to advocacy</p> <p>Encourage and support Clients to access legal or advocacy services that can inform them of their tenancy management rights by providing information in relation to how to access such services in Client Induction Booklet.</p>	<p>Principal and Key Management Personnel</p>

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<p>4.7 Monitor and review the systems, procedures, workflows and other strategies</p> <p>Monitor and review the systems, procedures, workflows and other strategies used by MSG Support Service in declaring, advertising and filling vacancies and implement any changes.</p>	<p>Principal and Key Management Personnel</p>
<p>4.8 Complaints and disputes</p> <p>Respond to and deal with any other complaints or disputes in accordance with MSG Support Service's Feedback and Complaints Management Policy.</p>	<p>All Workers</p>
<p>4.9 Workers to commit to Policy</p> <p>(a) All Workers are provided with a copy of this Policy in their orientation and induction materials.</p> <p>(b) Under their employment, contractor agreement or binding letter agreement, each Worker at MSG Support Service is required to take responsibility for ensuring:</p> <p>(1) full understanding of the commitments outlined in this Policy as well as procedures and other strategies designed to ensure that the principles of this Policy are upheld; and</p> <p>(2) ensuring that the principles and procedures and other strategies within this Policy are applied in their daily work.</p>	<p>All Workers</p>
<p>4.10 Train Workers</p> <p>(a) Training and supporting Workers in the Procedures.</p> <p>(b) Training staff to recognise the importance of following the Procedures in declaring, advertising and filling vacancies in MSG Support Service's SDA enrolled dwellings.</p>	<p>Principal and Key Management Personnel</p>
<p>4.11 Complementary policy adoption</p> <p>Adopt and maintain the Policy and Related Documentation which assists MSG Support Service to demonstrate the relevant NDIS Quality Indicators related to the Tenancy Management NDIS Practice Standard.</p>	<p>Principal and Key Management Personnel</p>

5. General

5.1 Relevant Legislation, Regulations, Rules and Guidelines

Legislation, Rules, Guidelines and Policies apply to this Policy and supporting documentation as set out in the Legislation Register.

5.2 Inconsistency

If and to the extent that the terms of this Policy are or would be inconsistent with the requirements of any applicable law, this Policy is deemed to be amended but only to the extent required to comply with the applicable law.

5.3 Policy Details

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