ABN: 2268 261 0760
NDIS Provider Registration Number:
Business Address: 2 Pham Close, Pennington SA 5013
Telephone: 0401 919 555
Email: harryle@handhcaresa.com.au

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1. AGREEMENT DETAILS

This Supported Independent Living (SIL) Participant Service Agreement ("Agreement") is between:

PARTICIPANT

Participant Name: _____

NDIS Number: _____

Date of Birth: _____

Address: _____

PARTICIPANT REPRESENTATIVE / NOMINEE / GUARDIAN (IF APPLICABLE)

Name: _____

Relationship / Authority: _____

Telephone: _____

Email: _____

PROVIDER

H&H Care SA Pty Ltd

ABN: 2268 261 0760

Representative: Huy Le

Position: Managing Director

Telephone: 0401 919 555

Email: harryle@handhcaresa.com.au

SUPPORT COORDINATOR / RECOVERY COACH (IF APPLICABLE)

Name: _____

Organisation: _____

Telephone: _____

Email: _____

PLAN MANAGER (IF APPLICABLE)

Name/Organisation: _____

Telephone: _____

Email: _____

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to establish a clear, transparent and mutually agreed arrangement between the Participant and H&H Care SA Pty Ltd for the provision of Supported Independent Living (SIL) supports.

The Agreement describes:

- the SIL supports to be provided;
- where and when supports will be delivered;
- the Participant's individual needs and goals;
- H&H Care SA's responsibilities;
- the Participant's rights and responsibilities;
- how SIL supports will be funded and claimed;
- accommodation and household arrangements;
- rent and other personal living costs;
- privacy and confidentiality;
- safeguarding and risk management;
- complaints and feedback;
- cancellation and absence arrangements;
- changes to supports;
- planned and unplanned exits;
- review arrangements; and

- how the Agreement may be terminated.

The Agreement is intended to ensure that both parties have a shared understanding of the services and arrangements that have been agreed.

NDIS guidance states that a service agreement should clearly describe the supports, delivery arrangements, costs, responsibilities, complaints processes, review arrangements and termination arrangements.

---

3. NATURE OF SIL SUPPORT

Supported Independent Living is designed to assist a person with higher support needs to live as independently as possible in their home.

SIL supports may include assistance or supervision with:

- personal care;
- showering and dressing;
- grooming;
- medication assistance;
- meal preparation;
- household tasks;
- developing domestic skills;
- developing independence;
- developing daily living skills;
- communication;
- emotional support;
- accessing the community;
- maintaining relationships;
- implementing behaviour support strategies;
- managing identified risks;
- overnight support;
- assistance with appointments;
- health and wellbeing support within the worker's scope of practice; and
- other agreed daily living supports.

SIL funding is intended to fund disability-related support and **does not pay for ordinary day-to-day living expenses such as rent or groceries**.

4. IMPORTANT DISTINCTION BETWEEN SIL SUPPORT AND ACCOMMODATION

The Participant acknowledges that:

SIL support is different from the Participant's accommodation arrangements.

H&H Care SA may provide SIL supports at the Participant's home; however, the SIL funding is not used to pay the Participant's ordinary rent, groceries or personal living expenses.

Where H&H Care SA is also involved in accommodation or tenancy arrangements, those arrangements must be clearly identified and documented separately where appropriate.

The Participant's accommodation rights must not be dependent upon accepting SIL supports from H&H Care SA, except where a lawful and separately documented arrangement applies.

Nothing in this Agreement is intended to remove or restrict the Participant's rights under applicable residential tenancy, consumer, disability or other Australian laws.

5. PARTICIPANT'S HOME

Property Address: 2 Pham Close – Pennington – SA 5013

Property Type:

☐ Shared SIL house
☐ Apartment
☐ Unit
☐ Other: _____

Number of Participants in the residence: _____

Participant's Bedroom: _____

Bathroom arrangements: _____

Shared areas: _____

The Participant will have reasonable access to their bedroom and shared areas of the home, subject to reasonable house rules, safety requirements and the rights of other residents.

The Participant's bedroom is their private personal space.

Staff must respect the Participant's privacy and must not enter the Participant's bedroom without appropriate consent, except where immediate action is reasonably required to protect the Participant or another person from serious harm.

---

6. PARTICIPANT'S CHOICE AND CONTROL

H&H Care SA recognises the Participant as the central decision-maker in relation to their life and supports, subject to applicable law and any valid guardianship or decision-making arrangements.

The Participant has the right to:

- choose their preferred supports;
- participate in selecting support workers where reasonably practicable;
- express preferences about daily routines;
- make decisions about their personal life;
- choose what they eat and drink, subject to identified health and safety requirements;
- choose clothing and personal presentation;
- maintain relationships with family, friends and significant others;
- participate in community activities;
- access advocacy;
- make complaints;
- change providers;
- participate in reviews;
- be involved in decisions concerning their home;
- take reasonable risks;
- exercise dignity of risk; and
- receive information in a format and language they understand.

H&H Care SA will use supported decision-making principles rather than unnecessarily making decisions on behalf of the Participant.

---

7. SUPPORTED DECISION-MAKING

H&H Care SA will support the Participant to make their own decisions wherever possible.

Support may include:

- explaining information in plain language;
- using visual information;
- allowing additional time;
- using the Participant's preferred communication method;
- involving an interpreter;
- involving a trusted person chosen by the Participant;
- breaking complex decisions into smaller decisions;
- explaining benefits, risks and alternatives;
- checking the Participant's understanding; and
- documenting the Participant's decision.

A participant's preference should not be disregarded simply because staff would make a different choice.

Where the Participant has a formal guardian or other legally authorised decision-maker, H&H Care SA will comply with the relevant legal authority while continuing to involve and support the Participant as much as possible.

---

8. PARTICIPANT GOALS

The Participant's current goals include:

Goal 1

Goal 2

Goal 3

Goal 4

H&H Care SA will provide supports that are reasonably directed toward the Participant's goals and independence.

Goals will be reviewed regularly and updated when required.

---

9. AGREED SIL SUPPORTS

The Participant will receive the following SIL supports:

Support Area	Agreed Support
Personal care	_____
Showering	_____
Dressing	_____
Grooming	_____
Medication assistance	_____
Meal preparation	_____
Household tasks	_____
Laundry	_____
Domestic skills	_____
Community access	_____
Appointment support	_____
Communication	_____
Behaviour support	_____
Overnight support	_____
Emergency support	_____
Skill development	_____
Other	_____

The actual level of support will be based on the Participant's assessed needs, goals, NDIS plan, support plan, risk assessments and agreed roster.

---

10. TYPICAL SIL SUPPORT SCHEDULE

The parties agree that the typical SIL support arrangement is:

Monday: _____

Tuesday: _____

Wednesday: _____

Thursday: _____

Friday: _____

Saturday: _____

Sunday: _____

Overnight: _____

Public Holidays: _____

This schedule is a typical schedule and may be adjusted according to the Participant's needs, planned activities, appointments, illness, emergencies and other agreed circumstances.

Any material change should be discussed with the Participant and documented.

---

11. SIL WEEKLY CLAIMING ARRANGEMENT

Where SIL supports are funded and claimed using the NDIS weekly SIL claiming arrangement, the parties agree that:

Agreed weekly SIL amount: $_____

NDIS support item: Assistance in Supported Independent Living – Weekly

Plan period: _____

Agreement commencement: _____

The agreed weekly amount must correspond with the Participant's approved SIL funding and the services actually agreed to be delivered.

H&H Care SA will maintain records supporting the delivery of SIL services.

Current NDIS guidance states that the weekly SIL claim is based on the Participant's annual SIL budget divided by 52 weeks and that the service agreement should record the weekly claiming arrangement and typical schedule of supports.

---

12. IRREGULAR SIL SUPPORTS

Where the Participant requires SIL supports outside the normal agreed arrangement, the parties will discuss:

- the reason for the additional support;
- the type of support required;
- the duration;
- the funding available;
- the applicable NDIS support item;
- whether prior approval or agreement is required; and
- any effect on the Participant's remaining funding.

H&H Care SA will not knowingly claim supports that are not permitted under the Participant's NDIS plan, applicable NDIS rules or pricing arrangements.

---

13. SUPPORT WORKERS

H&H Care SA will endeavour to provide suitable and appropriately trained workers.

The Participant may express preferences regarding:

- worker gender;
- communication style;
- cultural considerations;
- personality and compatibility;
- experience;
- skills;
- language; and
- particular support needs.

H&H Care SA will consider these preferences wherever reasonably practicable.

The Participant may request a change of worker where there is a reasonable concern about compatibility, safety, dignity, privacy or quality of support.

H&H Care SA may change workers due to:

- staff availability;
- leave;

- illness;
- emergencies;
- workforce requirements;
- safety concerns; or
- other legitimate operational reasons.

Where reasonably practicable, H&H Care SA will consult with the Participant before significant changes to regular support workers.

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14. PROVIDER RESPONSIBILITIES

H&H Care SA agrees to:

1. provide the agreed SIL supports;
2. respect the Participant's dignity, privacy and rights;
3. support participant choice and control;
4. provide appropriately trained workers;
5. comply with applicable NDIS requirements;
6. comply with the NDIS Code of Conduct;
7. maintain appropriate participant records;
8. maintain accurate service records and case notes;
9. protect confidential information;
10. respond appropriately to incidents;
11. manage identified risks;
12. maintain emergency arrangements;
13. provide information about complaints and advocacy;
14. support the Participant to make decisions;
15. involve the Participant in reviews;
16. communicate changes to services;
17. provide invoices or payment information where applicable;
18. comply with applicable Australian Consumer Law requirements;
19. maintain appropriate insurance;
20. maintain appropriate worker screening and training requirements;
21. report incidents where required;
22. cooperate with the Participant's support coordinator and other relevant professionals, with appropriate consent; and

23. act honestly, transparently and in the Participant's best interests while respecting the Participant's autonomy.

Providers are expected to comply with applicable consumer law, NDIS pricing requirements and record-keeping obligations.

---

15. PARTICIPANT RESPONSIBILITIES

The Participant agrees to:

- treat workers and other residents respectfully;
- provide relevant information about their support needs;
- participate in planning where possible;
- advise H&H Care SA of changes that may affect support;
- provide reasonable notice of planned absences where possible;
- comply with reasonable and lawful house rules;
- respect the privacy and belongings of other residents;
- avoid behaviour that creates an unreasonable risk of serious harm to others;
- advise H&H Care SA of relevant changes to NDIS funding where known;
- pay agreed rent and personal living expenses;
- provide accurate information;
- participate in reviews where possible; and
- raise concerns or complaints when services are not meeting their needs.

The Participant will not be required to waive their legal rights as a condition of receiving support.

---

16. HOUSE RULES

The Participant agrees to follow reasonable house rules designed to promote:

- safety;
- privacy;
- dignity;
- cleanliness;
- respectful relationships;
- peaceful enjoyment;

- fire safety;
- emergency preparedness;
- medication safety;
- food safety;
- visitor safety;
- protection of property; and
- the rights of other residents.

House rules must be reasonable, clearly explained and consistent with participant rights.

House rules must not unnecessarily restrict the Participant's freedom, privacy, choice or access to the community.

---

17. VISITORS

The Participant has the right to have visitors subject to reasonable requirements relating to:

- safety;
- privacy;
- quiet enjoyment;
- property protection;
- the rights of other residents; and
- applicable tenancy or accommodation requirements.

Any restriction on visitors must be reasonable and proportionate.

H&H Care SA will not impose blanket restrictions on visitors simply for operational convenience.

---

18. PRIVACY AND CONFIDENTIALITY

H&H Care SA will respect the Participant's privacy and confidentiality.

Participant information will only be collected, used or disclosed for legitimate purposes and in accordance with applicable privacy laws, NDIS requirements and the Participant's consent, unless disclosure is otherwise legally required.

Information may include:

- personal details;
- medical information;
- support plans;
- medication information;
- financial information;
- incident information;
- photographs;
- communication records;
- progress notes; and
- information received from other professionals.

The Participant may ask how their information is being used and may request access to information about themselves, subject to applicable legal limitations.

---

19. CONSENT TO INFORMATION SHARING

The Participant consents to H&H Care SA sharing relevant information with:

☐ Support Coordinator

☐ Plan Manager

☐ Guardian/Nominee

☐ Family member

☐ GP

☐ Allied health professionals

☐ Hospital/health service

☐ Other: _____

Information will be limited to information reasonably necessary for the relevant purpose.

The Participant may withdraw consent where legally permitted.

---

20. HEALTH SUPPORTS

H&H Care SA will support the Participant to access health services and maintain health and wellbeing.

Health-related support will be provided only within the worker's competence, training, role and lawful scope of practice.

H&H Care SA will not replace medical, nursing or allied health professionals unless appropriately qualified and engaged to provide those services.

Where a health professional provides recommendations, H&H Care SA will consider how those recommendations can be incorporated into the Participant's support plan.

---

21. MEDICATION

Where medication support is included, H&H Care SA will follow the Participant's medication management plan and applicable policies.

Medication support may include:

- prompting;
- assistance;
- administration by appropriately authorised/qualified staff where applicable;
- medication documentation;
- monitoring for concerns; and
- escalation of medication incidents.

Medication errors, missed medication or adverse reactions will be managed according to H&H Care SA's incident and medication management procedures.

---

22. POSITIVE BEHAVIOUR SUPPORT

Where the Participant has behaviours of concern or a Positive Behaviour Support Plan, H&H Care SA will implement the approved strategies within the worker's role.

H&H Care SA will:

- promote dignity;
- use preventative strategies;

- support communication;
- identify triggers;
- use least restrictive approaches;
- record relevant incidents;
- monitor outcomes; and
- work with the Participant and relevant professionals.

Any regulated restrictive practice will only be used where legally authorised and in accordance with applicable requirements.

---

23. DIGNITY OF RISK

The Participant has the right to make informed choices that involve reasonable risk.

H&H Care SA will balance:

Safety + Choice + Independence + Dignity of Risk

The existence of a risk does not automatically justify removing the Participant's choice.

Where an identified risk exists, H&H Care SA will seek to:

1. identify the risk;
2. discuss it with the Participant;
3. explain possible consequences;
4. identify safer alternatives;
5. determine reasonable safeguards;
6. document the decision; and
7. review the risk regularly.

---

24. SAFEGUARDING

H&H Care SA has zero tolerance for:

- abuse;
- neglect;
- exploitation;
- violence;
- discrimination;

- harassment;
- financial abuse;
- sexual abuse;
- physical abuse;
- emotional abuse; or
- inappropriate restrictive practices.

The Participant will be supported to report concerns.

H&H Care SA will respond to incidents in accordance with its safeguarding, incident management and complaints procedures.

---

25. INCIDENTS AND EMERGENCIES

H&H Care SA will maintain appropriate emergency and incident management procedures.

Emergencies may include:

- medical emergencies;
- falls;
- fire;
- flood;
- severe weather;
- missing participant;
- violence;
- abuse;
- medication incidents;
- utility failure;
- evacuation;
- infectious disease outbreaks; and
- other serious events.

The Participant will be supported to participate in emergency planning appropriate to their needs.

---

26. EMERGENCY CONTACT

Primary Emergency Contact:

Name: _____

Relationship: _____

Telephone: _____

Secondary Emergency Contact:

Name: _____

Relationship: _____

Telephone: _____

Emergency instructions:

……

……

……

---

27. ACCOMMODATION COSTS

SIL funding does not pay the Participant's ordinary rent or living expenses.

Where applicable:

Weekly Rent: $_____

Rent Payable To: _____

Payment Frequency: _____

Bond: $_____

Utilities: _____

Internet: _____

Food/Groceries: _____

Other agreed household expenses: _____

The Participant's accommodation costs must be clearly identified and must not be improperly claimed from NDIS SIL funding.

---

28. PERSONAL EXPENSES

The Participant remains responsible for their ordinary personal expenses unless another funding arrangement applies.

These may include:

- personal clothing;
- toiletries;
- entertainment;
- personal subscriptions;
- personal food;
- personal transport costs;
- personal phone;
- personal internet;
- recreational activities;
- gifts;
- personal medical expenses; and
- other ordinary living expenses.

H&H Care SA will not require the Participant to use NDIS funding for expenses that are not NDIS-funded supports.

---

29. PARTICIPANT MONEY AND FINANCIAL SAFEGUARDS

H&H Care SA workers must not improperly use or control Participant funds.

Where a worker assists a Participant with money, appropriate procedures must be followed.

Financial transactions should be:

- authorised;
- documented;
- receipted;
- transparent; and

- capable of independent review.

Staff must not borrow money from Participants or use Participant funds for personal purposes.

Any suspected financial abuse must be reported and managed under H&H Care SA's safeguarding and incident procedures.

---

30. COMMUNITY ACCESS

H&H Care SA will support the Participant to access the community in accordance with their goals and support plan.

This may include:

- shopping;
- appointments;
- recreation;
- social activities;
- education;
- employment;
- volunteering;
- family visits;
- community events; and
- other activities selected by the Participant.

The Participant should be supported to make choices about where they go and how they participate.

---

31. TRANSPORT

Where transport is included:

Transport arrangement: _____

Vehicle: _____

Transport costs: _____

Any transport charges must comply with applicable NDIS requirements and the agreed service arrangement.

---

32. ABSENCES FROM THE SIL HOME

The Participant may leave the home for:

- holidays;
- hospital admission;
- family visits;
- appointments;
- respite;
- community activities;
- overnight stays; or
- other personal reasons.

The Participant should provide reasonable notice where possible.

An absence does not automatically terminate this Agreement.

The parties will discuss how planned absences affect supports and SIL claiming arrangements.

---

33. HOSPITALISATION

If the Participant is admitted to hospital, H&H Care SA will:

- cooperate with the hospital where appropriate;
- provide relevant information with consent;
- communicate with the Participant's nominated contacts;
- review support requirements;
- assist with discharge planning where appropriate; and
- review the SIL arrangement before the Participant returns home where necessary.

---

34. SERVICE REVIEW

The Agreement will be reviewed:

- at least annually;
- when the Participant's NDIS plan changes;
- when support needs materially change;
- after significant incidents;
- following significant changes in health;
- following changes in accommodation;
- when the Participant requests a review; or
- when H&H Care SA reasonably considers a review necessary.

Next scheduled review date:

……

---

35. PARTICIPANT FEEDBACK

The Participant is encouraged to provide feedback about:

- support workers;
- services;
- accommodation;
- meals;
- routines;
- communication;
- safety;
- privacy;
- independence;
- community participation; and
- any other aspect of the service.

Feedback may be positive, negative or neutral.

H&H Care SA will not disadvantage the Participant because they provide feedback or make a complaint.

---

36. COMPLAINTS

The Participant has the right to make a complaint without fear of punishment, disadvantage or withdrawal of appropriate support.

Complaints may be made to:

H&H Care SA Pty Ltd

Contact Person: Huy Le

Telephone: 0401 919 555

Email: harryle@handhcaresa.com.au

The Participant may also seek assistance from an independent advocate or relevant external authority.

Where appropriate, the Participant will be supported to access the NDIS Quality and Safeguards Commission and other complaint mechanisms.

---

37. ADVOCACY

The Participant has the right to have an advocate, family member, support person or other trusted person assist them.

The Participant may request advocacy support when:

- making decisions;
- making a complaint;
- reviewing their supports;
- discussing accommodation;
- changing providers;
- dealing with significant concerns; or
- participating in meetings.

H&H Care SA will respect the Participant's choice of advocate, subject to lawful requirements.

---

38. CONFLICT OF INTEREST

H&H Care SA will identify, declare and manage actual, potential or perceived conflicts of interest.

Any conflict that could affect the Participant's choice, independence, accommodation, supports or financial interests will be disclosed and appropriately managed.

The Participant will be informed of relevant conflicts and supported to make an informed decision.

---

39. CHANGES TO THIS AGREEMENT

Any significant change to this Agreement should be discussed with the Participant.

Where a change is agreed, it should be:

- recorded in writing;
- dated;
- explained to the Participant;
- signed or otherwise acknowledged by the parties; and
- retained with the Participant's service records.

The Participant should not be pressured to accept changes.

---

40. CHANGE OF PROVIDER

The Participant has the right to choose and change their provider in accordance with applicable NDIS arrangements.

H&H Care SA will not prevent the Participant from changing providers.

Where the Participant chooses to change providers, H&H Care SA will cooperate with a reasonable transition process.

This may include:

- providing relevant records with appropriate consent;
- coordinating with the new provider;
- supporting continuity of essential supports;

- returning personal property; and
- assisting with transition planning.

---

41. NOTICE TO END SERVICES

Either party may request to end this Agreement by providing:

Notice period: _____ days/weeks.

The notice period should be reasonable and agreed with consideration of:

- Participant safety;
- continuity of support;
- alternative supports;
- accommodation arrangements;
- staffing;
- NDIS requirements; and
- the circumstances leading to termination.

The Participant will not be required to continue receiving services where there is a lawful basis to end the service arrangement.

---

42. UNPLANNED EXIT / IRRETRIEVABLE BREAKDOWN

An unplanned exit may occur where there is a serious and irretrievable breakdown in the SIL arrangement that affects the health or safety of the Participant or others.

H&H Care SA will attempt to resolve the issue where reasonably possible before an exit, including:

- identifying the cause;
- discussing the concern with the Participant;
- considering reasonable adjustments;
- reviewing support strategies;
- involving the support coordinator;
- involving relevant professionals;
- considering alternative staffing;
- reviewing the Participant's support plan; and

- developing a transition plan.

Where an irretrievable breakdown occurs and the NDIS requirements for an unplanned exit claim are satisfied, H&H Care SA may claim the applicable NDIS exit support in accordance with the Participant's agreement and current NDIS rules.

Current NDIS guidance states that an eligible irretrievable-breakdown exit claim may be available for up to 28 days or until the SIL position is filled, subject to the applicable rules and agreement.

This clause does not create an automatic entitlement to payment and does not override NDIS claiming rules.

---

43. IMMEDIATE TERMINATION

H&H Care SA may need to immediately suspend or terminate services where there is a serious and immediate risk to:

- the Participant;
- another participant;
- a worker;
- a visitor; or
- the community.

Examples may include serious violence, serious threats, significant property damage creating immediate danger, or other circumstances where safe service delivery is no longer reasonably possible.

Where immediate action is required, H&H Care SA will:

1. prioritise safety;
2. contact emergency services where appropriate;
3. notify relevant people;
4. document the circumstances;
5. involve the Participant's representative/support coordinator where appropriate;
6. consider alternative supports; and
7. support a safe transition wherever reasonably possible.

---

44. CONTINUITY OF SUPPORT

Where H&H Care SA is unable to provide an agreed support because of:

- staff shortage;
- emergency;
- natural disaster;
- infectious disease outbreak;
- property damage;
- utility failure;
- worker illness;
- other unforeseen circumstances;

H&H Care SA will take reasonable steps to maintain continuity of essential supports.

Where this is not possible, H&H Care SA will communicate with the Participant and relevant support network and activate the applicable emergency or contingency plan.

---

45. NDIS FUNDING

The Participant understands that H&H Care SA can only provide and claim NDIS-funded SIL supports where appropriate funding is available.

The Participant's NDIS funding is subject to the Participant's current NDIS plan and applicable NDIS rules.

If funding changes, the parties will meet to review the support arrangement.

H&H Care SA will not knowingly claim services that are not permitted under applicable NDIS requirements.

---

46. PAYMENT AND INVOICING

Payment arrangements:

☐ NDIA-managed

☐ Plan-managed

☐ Self-managed

Plan Manager: _____

Invoice recipient: _____

Payment terms: _____

H&H Care SA will provide appropriate records and invoices consistent with the agreed payment arrangement.

Providers are required to maintain accurate records and provide participants with invoices after delivering services where applicable.

---

47. CANCELLATION

Where the Participant cannot attend or requires a change to scheduled supports, reasonable notice should be provided where possible.

Cancellation charges will only be applied where permitted by:

- the NDIS rules;
- applicable pricing arrangements;
- this Agreement; and
- the circumstances of the cancellation.

H&H Care SA will not charge the Participant for supports that cannot lawfully be claimed.

---

48. NO CHARGE FOR UNAUTHORISED SERVICES

H&H Care SA will not charge the Participant for:

- services not agreed;
- unauthorised services;
- services that are not NDIS-funded where the Participant has not agreed to pay privately;
- expenses that should not be charged to the Participant; or
- services that were not delivered.

Any privately paid service must be separately agreed in writing before it is provided.

---

49. RECORD KEEPING

H&H Care SA will maintain appropriate records including, where relevant:

- service agreement;
- support plan;
- risk assessments;
- case notes;
- rosters;
- incident reports;
- medication records;
- progress records;
- financial records;
- consent records;
- review records;
- complaints and feedback;
- worker records; and
- relevant correspondence.

Records will be stored securely.

---

50. PRIVACY OF THE PARTICIPANT'S ROOM

The Participant's bedroom is considered a private space.

Staff will:

- knock before entering;
- seek permission where practicable;
- respect personal belongings;
- avoid unnecessary searches;
- maintain confidentiality; and
- enter without permission only where there is a legitimate and reasonable safety, emergency or operational necessity.

Any search of personal belongings should only occur where legally permitted and reasonably necessary.

---

51. HOUSEHOLD PROPERTY

The Participant is responsible for their personal belongings.

H&H Care SA will take reasonable steps to protect Participant property.

The Participant should notify H&H Care SA of significant concerns regarding lost, damaged or missing property.

Workers must not remove Participant property without appropriate authorisation.

---

52. PERSONAL RELATIONSHIPS

The Participant has the right to maintain personal, family, social and intimate relationships.

H&H Care SA will respect the Participant's privacy and personal choices, subject to applicable law and reasonable safety considerations.

Staff will not unnecessarily interfere with the Participant's relationships.

---

53. CULTURAL, RELIGIOUS AND PERSONAL PREFERENCES

H&H Care SA will respect the Participant's:

- culture;
- language;
- communication preferences;
- values;
- beliefs;
- traditions;
- food preferences;
- personal routines; and
- individual identity.

Reasonable adjustments will be made where practicable.

---

54. DISCRIMINATION

H&H Care SA will not unlawfully discriminate against a Participant on the basis of disability or any other protected characteristic under applicable law.

The Participant will be treated fairly, respectfully and with dignity.

---

55. WORKER BOUNDARIES

Workers must maintain appropriate professional boundaries.

Workers must not:

- borrow money from Participants;
- lend money to Participants except where authorised under a documented support arrangement;
- enter inappropriate personal or financial relationships;
- exploit Participant trust;
- use Participant property for personal purposes;
- accept inappropriate gifts;
- engage in sexual relationships with Participants where prohibited by law or professional obligations; or
- use Participant information for personal purposes.

---

56. PHOTOGRAPHY AND RECORDING

The Participant's photograph, video or audio recording will not be used for promotional or other purposes without appropriate consent.

Marketing consent is separate from consent to receive support.

Marketing/photo consent:

☐ I consent

☐ I do not consent

---

57. ELECTRONIC COMMUNICATION

The Participant may communicate with H&H Care SA by:

☐ Telephone

☐ SMS

☐ Email

☐ Communication app

☐ Easy Read

☐ Interpreter

☐ Other: _____

The Participant's preferred communication method is:

_____

_____

58. LANGUAGE AND ACCESSIBILITY

The Participant confirms that this Agreement has been provided in a form they can understand.

Preferred language: _____

Preferred communication method: _____

Interpreter required: ☐ Yes ☐ No

Easy Read required: ☐ Yes ☐ No

Other communication support: _____

The Participant may request assistance from a support person, advocate, interpreter or other trusted person before signing.

_____

59. PARTICIPANT UNDERSTANDING

Before signing, the Participant confirms that:

- the Agreement has been explained;
- they had an opportunity to ask questions;
- they understand the supports being provided;
- they understand the payment arrangements;
- they understand the accommodation arrangements;
- they understand their rights;
- they know how to make a complaint;
- they know they can seek independent advice;
- they understand how to end or change the Agreement; and
- they have not been pressured to sign.

---

60. INDEPENDENT ADVICE

The Participant has been advised that they may seek independent advice before signing this Agreement.

The Participant may involve:

- family;
- advocate;
- support coordinator;
- legal adviser;
- nominee;
- guardian;
- friend; or
- another person they trust.

---

61. AGREEMENT TERM

Commencement Date: ____ / ____ / _____

Review Date: ____ / ____ / _____

End Date (if applicable): ____ / ____ / _____

This Agreement will remain in effect until:

- the agreed end date;

- the parties agree to replace it;
- the Participant changes provider;
- services are terminated in accordance with this Agreement; or
- another lawful circumstance brings the Agreement to an end.

A new NDIS plan or significant change in support needs may require this Agreement to be reviewed or replaced.

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62. DOCUMENTS FORMING PART OF THIS AGREEMENT

The following documents may form part of the Participant's SIL support arrangement:

1. Participant Support Plan;
2. SIL Roster;
3. Schedule of Supports;
4. Risk Assessment;
5. Emergency and Disaster Plan;
6. Medication Management Plan;
7. Positive Behaviour Support Plan;
8. Health Support Plan;
9. Communication Plan;
10. Incident Management Plan;
11. House Rules;
12. Accommodation/Tenancy Agreement;
13. Rent Agreement;
14. Participant Handbook;
15. Consent Forms;
16. Supported Decision-Making Records; and
17. other documents agreed by the parties.

Where there is inconsistency between documents, the parties will clarify the issue and amend the relevant document where necessary.

---

63. IMPORTANT ACKNOWLEDGEMENT ABOUT ACCOMMODATION

The parties acknowledge that this Agreement primarily concerns the provision of SIL supports.

Where the Participant occupies accommodation arranged or provided by another party, the Participant's accommodation rights and obligations should be documented in a separate accommodation, tenancy or occupancy agreement where appropriate.

Nothing in this SIL Service Agreement is intended to replace a legally required tenancy or accommodation agreement.

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64. AGREEMENT REVIEW CHECKLIST

At each review, H&H Care SA and the Participant should consider:

- Are the Participant's current goals still relevant?
- Are the current SIL supports appropriate?
- Is the Participant satisfied with the support workers?
- Does the Participant want different workers?
- Are the current support hours appropriate?
- Are there changes in health?
- Are there new risks?
- Are existing risks adequately managed?
- Does the Participant require additional support?
- Does the Participant require less support?
- Is the Participant developing greater independence?
- Are there concerns about privacy or dignity?
- Are there complaints or unresolved issues?
- Are accommodation arrangements working?
- Are house rules reasonable?
- Is the Participant satisfied with food and household arrangements?
- Does the Participant want greater community participation?
- Is the Participant's NDIS funding changing?
- Is the Agreement still appropriate?

---

65. AGREEMENT

The parties confirm that they have discussed this Agreement in good faith.

The Participant confirms that they understand the Agreement and have had an opportunity to ask questions and seek independent assistance.

The parties agree to work together respectfully and transparently to support the Participant to live as independently as possible.

---

66. SIGNATURES

Participant

Name: _____

Signature: _____

Date: ____ / ____ / _____

Participant Representative / Nominee / Guardian

Name: _____

Position/Relationship: _____

Signature: _____

Date: ____ / ____ / _____

H&H Care SA Pty Ltd Representative

Name: Huy Le

Position: Managing Director

Signature: _____

Date: ____ / ____ / _____

Support Coordinator / Other Witness (if applicable)

Name: _____

Organisation: _____

Signature: _____

Date: ____ / ____ / _____

---

67. PARTICIPANT ACKNOWLEDGEMENT

I confirm that:

- I have read or had this Agreement explained to me.
- I understand the SIL supports that H&H Care SA will provide.
- I understand that SIL funding does not pay my ordinary rent and living expenses.
- I understand how my SIL supports will be claimed.
- I understand my rights and responsibilities.
- I know how to make a complaint.
- I know I can have an advocate or support person.
- I understand that I can request changes to my supports.
- I understand that I can choose to change providers.
- I have had an opportunity to ask questions.
- I agree to the terms of this Agreement.

Participant / Representative / Nominee / Guardian name: _____

Signature: _____

Date: ____ / ____ / _____

---

68. PROVIDER DECLARATION

H&H Care SA Pty Ltd confirms that it will provide the agreed SIL supports in accordance with:

- this Service Agreement;
- the Participant's NDIS plan and approved funding;
- applicable NDIS requirements;
- the NDIS Code of Conduct;
- applicable NDIS Practice Standards and registration requirements;
- Australian Consumer Law;
- applicable privacy requirements;
- relevant safeguarding requirements; and

- other applicable Australian laws and regulations.

Authorised H&H Care SA Representative:

Name: _____

Position: _____

Signature: _____

Date: ____ / ____ / _____

APPENDIX 1 – PARTICIPANT PROFILE

Participant's preferred name: _____

Communication method: _____

Important people: _____

Emergency contact: _____

Health considerations: _____

Mobility: _____

Communication: _____

Personal care: _____

Medication: _____

Diet: _____

Allergies: _____

Behaviour support needs: _____

Community participation: _____

Cultural considerations: _____

Other important information: _____

APPENDIX 2 – SIL SUPPORT SCHEDULE

Day	Morning	Afternoon	Evening	Overnight
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				

Total agreed weekly SIL support: _____

Agreed weekly claim: $_____

APPENDIX 3 – PARTICIPANT CHOICE AND PREFERENCE RECORD

The Participant's preferences include:

Preferred staff gender: _____

Preferred staff characteristics: _____

Preferred routine: _____

Preferred meals: _____

Preferred activities: _____

Preferred community locations: _____

Preferred communication: _____

People the Participant wants involved in decisions:

People the Participant does not want involved unless legally required:

……

APPENDIX 4 – ACCOMMODATION COST SCHEDULE

Important: Ordinary living costs are separate from NDIS SIL funding.

APPENDIX 5 – REVIEW RECORD

Item	Amount	Payment	Frequency	Paid to
Rent	$			
Bond	$			
Electricity	$			
Gas	$			
Water	$			
Internet	$			
Food	$			
Other	$			

Review Date: ____ / ____ / _____

Participant attended: ☐ Yes ☐ No

Representative attended: ☐ Yes ☐ No

Support Coordinator attended: ☐ Yes ☐ No

Participant feedback

……

What is working well?

……

What needs to change?

……

Changes agreed

……

Next review date: ____ / ____ / _____

Participant signature: _____

Provider signature: _____

APPENDIX 6 – DOCUMENT CONTROL

Document title: Participant Service Agreement – SIL Accommodation

Organisation: H&H Care SA Pty Ltd

Document number: Form 110

Version: 1.0

Effective date: 01 July 2026

Review frequency: At least annually or earlier if legislation, NDIS requirements or organisational arrangements change

Approved by: Managing Director, H&H Care SA Pty Ltd

Approval date: ____ / ____ / _____

Next review: ____ / ____ / _____