

CDNI Care Pty Ltd ABN 32 640 960 658

Specialist Disability Accommodation Collaboration Agreement

This agreement is made between:

CDNI Care Pty Ltd, SDAP: Armour Ncube trading as CDNI Care Pty Ltd/CDNI Care Pty Ltd ABN 32 640 960 658
Address: 46 Kingsbury Street, Airds, NSW, 2560
Email: admin@cdni.care
Contact: Armour Ncube

and:

SILP:

Name:

Contact:

Phone:

Mobile:

Email:

Street:

Suburb:

State:

Postal Code:

and:

Client or you:

First Name:

Last Name:

Phone:

Mobile:

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Approval Date: June 2020	Next Scheduled Review July 2022

Email:	
Date of Birth:	
Street:	
Suburb:	
State:	
Postal Code:	
NDIS Number:	

Representative who can act for you (if any)

First Name:	
Last Name:	
Phone:	
Mobile:	
Email:	
Relationship to Client:	

Terms of Agreement

1. Purpose of this Agreement

- (a) Under the NDIS, SDAP is recognised as a "Specialist Disability Accommodation" (**SDA**) provider.
- (b) Under the NDIS, SILP is recognised as a "Supported Independent Living" (**SIL**) services provider.
- (c) SADP has entered into an SDA residency agreement with the Client.
- (d) SILP has entered into a service agreement with the Client.
- (e) SADP and SILP have agreed to work together in accordance with this Agreement.
- (f) This Agreement is made in accordance with the Legislation.

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- (g) This Agreement is made in the context of the NDIS, which is a scheme that aims to:
- (1) support the independence and social and economic participation of people with disability, and
 - (2) enable people with disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

2. Definitions and interpretation

2.1 Definitions

In this Agreement:

Agreement means this agreement and includes any schedules and annexures.

Board means services to be provided by CDNI Care Pty Ltd to cover your food, utilities and living expenses.

Client means the NDIS participant as identified on page 1 of this Agreement.

Legislation means the National Disability Insurance Scheme Act 2013 (Cth), National Disability Insurance Scheme (Specialist Disability Accommodation) Rules 2020 (Cth) and any other legislation, regulations, rules and guidelines referred to in the Legislation Register.

Legislation Register means the register of legislation, regulations, rules and guidelines maintained by CDNI Care Pty Ltd.

NDIS means the National Disability Insurance Scheme as established by the National Disability Insurance Scheme Act 2013 (Cth) (as amended or replaced from time to time).

Policies and Plans means policies and plans developed by SDAP and notified to SILP and the Client from time to time including updates provided in accordance with this Agreement, including:

- (a) Preventing and Responding to Violence, Abuse, Neglect, Exploitation and Discrimination Policy;
- (b) Complaints Management Policy;
- (c) Tenancy Management Policy;
- (d) Business Continuity Plan.

2.2 Interpretation

In this Agreement:

- (a) a reference to a word includes the singular and the plural of the word and vice versa;
- (b) if a word or phrase is defined, then other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;

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- (c) a reference to a party is a reference to a party to this Agreement and includes a reference to that party's successors and permitted assigns; and
- (d) the term 'including', 'e.g.', 'such as', 'particularly' or any similar expression is not used as, nor is intended to be interpreted as, a term of limitation.
- (e) words and phrases not defined in this Agreement will have the meaning given to them in the Legislation.

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3. Roles and Responsibilities in Relation to the Client

- (a) SDAP has entered into or established an SDA residency agreement with the Client to provide specialist disability accommodation to the Client. The SDA residency agreement sets out the rights and responsibilities of SDAP and the Client in relation to the Client's occupation of the SDA enrolled dwelling.
- (b) SILP has entered into or established a service agreement with the Client to provide supported independent living services to the Client. The service agreement sets out the rights and responsibilities of SILP and the Client in relation to the supported independent living services provided by SILP to the Client.
- (c) SDAP will be providing specialist disability accommodation to the Client under the SDA residency agreement at the same time as SILP will be providing supported independent living services to the Client under the service agreement.
- (d) Whilst SDAP and SILP are providing their respective services to the Client, SDAP and SILP will establish and maintain good working relationships, effective referral sources and support links with each other.
- (e) The Client acknowledges and agrees that:
 - (1) they have the right to choose and to change their supported independent living (**SIL**) provider regardless of whether SDAP has links with SILP; 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 supports within the SDA enrolled dwelling.

4. Co-operation

- (a) SDAP and SILP will:
 - (1) fully cooperate with each other in meeting the needs of the Client;
 - (2) and coordinate their actions; and
 - (3) work closely together to support the Client in their SDA enrolled dwellings.
- (b) SDAP and SILP will seek the consent of the Client to share information with each other (eg. about the Client and the services provided by each party). If such consent is granted by the Client, SDAP and SILP will communicate with and actively work with, each other on issues that affect the Client including:
 - (1) if the Client's accommodation needs change or modifications are required to the SDA enrolled dwelling;

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- (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.

- (c) SDAP will ensure access for SILP to provide services to the Client in their SDA enrolled dwelling by providing:
 - (1) keys/access codes to the complex and the Client's SDA enrolled dwelling;
 - (2) information on the complex and the Client's SDA enrolled dwelling, including safety information; and
 - (3) orientation to the complex including evacuation procedures.
- (d) Where SDAP staff become aware of any incidents relating to the Client, staff will be expected to follow SDAP's policies, procedures and protocols and (with the Client's consent) inform SILP as appropriate.

5. Policies

SILP and the Client acknowledge and agree that they have been provided with copies of SDAP's Policies and Plans and agree to be bound by those Policies and Plans during the term of this Agreement. If SDAP makes any changes to the Policies and Plans, SDAP will provide a copy of the updated Policies and Plans to SILP and the Client and notify SILP and the Client as to when the updated Policies and Plans take effect.

6. Duration

- (a) This Agreement is to apply for so long as the SDAP and SILP are both providing services to the Client. If the Client chooses to change their SIL service provider from SILP, this Agreement will no longer have any force.
- (b) In addition to expiry or non-operation of this Agreement in the circumstances set out above, this Agreement may be terminated by notice in writing by a party (Non-defaulting Party) if a material term of this Agreement is breached by any other party (Defaulting Party) which is not remedied within 30 days of the Non-Defaulting Party providing notice of breach to the Defaulting Party, or where a breach cannot be remedied.
- (c) If this Agreement is terminated for any reason, the parties will provide assistance to each other in ensuring that the transition of the Client to a new service provider (if applicable) occurs in the least disruptive way for the Client.

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7. Review of Terms of Agreement

Any party to this Agreement may, upon giving reasonable notice in writing to the other parties, require SDAP, SILP and the Client to meet with the view to determining whether any of the following terms of this Agreement need to be reviewed and/or varied.

8. Warranty and indemnities

Each party will indemnify the other party and its officers, employees and agents (other than the party giving the indemnity)(each an Indemnified Person) from and against any loss or damage suffered by an Indemnified Person or claim made against an Indemnified Person directly arising from a breach of this Agreement by that party.

9. General

9.1 Governing law and jurisdiction

This Agreement is governed by the laws of the jurisdiction in which CDNI Care Pty Ltd is located. The parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

9.2 Amendment

The parties may only amend this Agreement if each party signs the written amendment.

9.3 Waiver

A provision of this Agreement or a right created under it may not be waived except in writing signed by the party granting the waiver.

9.4 Exercise of a right

A party may exercise a right at its discretion and separately or together with another right. If a party exercises a single right or only partially exercises a right, then that party may still exercise that right or any other right later. If a party fails to exercise a right or delays in exercising a right, then that party may still exercise that right later.

9.5 Remedies cumulative

The rights and remedies provided in this Agreement are cumulative with and not exclusive of the rights and remedies provided by law independently of this Agreement.

9.6 Assignment

- (a) This Agreement is for the benefit of the parties and their permitted successors and assigns. The parties and their successors and assigns are bound by this Agreement.
- (b) A party other than CDNI Care Pty Ltd may not assign its rights under this Agreement.

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- (c) CDNI Care Pty Ltd may assign its rights under this Agreement in its absolute discretion, subject only to compliance with relevant NDIS rules.

9.7 Severance

If any provision of this Agreement is void, voidable, unenforceable, illegal, prohibited or otherwise invalid in a jurisdiction, in that jurisdiction the provision must be read down to the extent it can be to save it but if it cannot be saved by reading it down, words must be severed from the provision to the extent they can be to save it but if that also fails to save it the whole provision must be severed. That will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction where it is not invalid.

9.8 Counterparts

The parties may execute this Agreement in two or more counterparts and all counterparts together constitute one instrument. A counterpart may be in electronic form.

9.9 Consent or approval

Subject to an express provision in this Agreement, a party may in its absolute discretion give its consent or approval conditionally or unconditionally, or withhold its consent or approval.

9.10 Entire agreement

This Agreement constitutes the entire agreement of the parties in respect of the subject matter of this Agreement and supersedes all prior discussions, undertakings and agreements.

9.11 Further assurances

Each party must, at its own expense, do everything reasonably necessary to give effect to this Agreement and the transactions contemplated by it, including without limitation the execution of documents.

9.12 Relationship

Nothing in this Agreement constitutes the parties as partners or agents of the other and no party has any authority to bind the other legally or equitably except as expressly stated in this Agreement.

9.13 Notices

- (a) A party may send a notice in connection with this Agreement by hand delivery, pre-paid post or email transmission to another party at the recipient party's address details set out at the beginning of this Agreement or in such other way as the recipient party may have last notified each other party in writing.
- (b) A notice is deemed to be received:
- (1) if sent by hand delivery, at the time of delivery if on a Business Day at or before 5:30 pm, otherwise on the next Business Day;

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- (2) if sent by pre-paid post, on the second Business Day after the date of posting; or
- (3) if sent by email transmission, at the time of sending if on a Business Day at or before 5:30 pm, otherwise on the next Business Day, provided that the sender does not receive a subsequent “Out of Office” reply or similar response or a system administrator message stating that the email did not reach its intended recipient.

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Execution

Executed as an agreement on 2020

Signed for and on behalf
of CDNI Care Pty Ltd ABN 32 640 960 658, by:

.....
Signature

.....
Name (please print)

Executed by SILP:

.....
Signature

.....
Name (please print)

Executed by the Client:

.....
Signature

.....
Name (please print)

Executed by the Representative:

.....
Signature

.....
Name (please print)

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