Service-Agreement-and-Easy-Read

**NOTE**: A Service Agreement can be made between a participant and a provider or a participant's representative and a provider. A participant's representative is someone close to the participant, such as a family member or friend, or manages the funding for support under a participant's NDIS plan.

### Parties

This **Service Agreement** is for …………………………………………… a participant in the National Disability Insurance Scheme and is made between:

| **Participant** |  |
| --- | --- |
| **Advocate/Participant's Representative**  *(such as a family member or friend)]* |  |

and

|  |  |
| --- | --- |
| **Provider** | National Ability Support Provider-NASP |

This Service Agreement will commence on …………… for ………….to [insert date].

### The NDIS and this Service Agreement

1. This Agreement is made according to the rules and the goals of the National Disability Insurance Scheme (NDIS).
2. A copy of the participant's NDIS plan is attached to this Service Agreement.
3. The participant and the service provider agree that this Agreement is in line with the main ideas of the NDIS. These ideas include things like having more choices, achieving your goals and taking part in the community.
4. The parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to:

* Support the independence and social and economic participation of people with disability
* Enable people with a disability to exercise choice and control in pursuing their goals and the planning and delivering their support.

### Schedule of Supports and Disaster and Emergency management

3.1 Schedule of Supports

The provider agrees to provide the participant ……………………………. The Schedule of Supports will include the following information

1. how they will be provided
2. when they will be provided
3. who will provide them
4. how long they will be provided for
5. how much they will cost.

The supports and their prices are set out in the attached Schedule of Supports. All prices are GST inclusive (if applicable) and include the cost of providing the support.

Additional expenses, (i.e. things that are not included as part of a Participant's NDIS supports) are the responsibility of ………………………………………. are not included in the cost of the support. Examples include entrance fees, event tickets, meals, creams etc.

* 1. Disaster and Emergency management

**Emergency Preparedness**

NAPS will formulate an emergency response plan to address any unforeseen events that could lead to:

* Loss of life
* Significant injuries to employees or occupants
* Business shutdowns
* Disruptions to operations
* Physical or environmental harm

Our Operations Manager (Matin Keramati) or Supervisor will ensure that your care environment is equipped with an Emergency Evacuation diagram and Contingency Disaster Management Plan.

To ensure your peace of mind, all our support workers are trained in emergency response procedures. They will receive a copy of your Contingency Disaster Management Plan, so they are fully informed about your health condition and the necessary actions to take during an emergency.

Additionally, all potential emergency scenarios are outlined in the table below, along with the required support measures to guarantee that we provide uninterrupted support and services. For more detailed information about our emergency response, please refer to the provided documentation.

|  |  |  |  |
| --- | --- | --- | --- |
| Type of support to be put in place in the event of an Emergency or Disaster | | | Contact Information |
| Type of support to be put in place in the event of an Emergency or Disaster and how we will support the participant such as the respiratory depression (based on the Service agreement) | | |  |
| **Emergency** | Support provided to the participants  **DURING** an emergency | Support provided to the participants **AFTER** an emergency |  |
| **Water main pollution** | - Inform participants about water contamination - Provide access to safe drinking water - Ensure hygiene and sanitation practices are maintained | - Continue to supply clean drinking water - Coordinate with health services to monitor for waterborne illnesses - Educate participants on future prevention and safety measures  Melbourne water phone number: |  |
| **Earthquakes** | - Guide participants to safe areas and provide immediate first aid if needed - Maintain calm to reduce panic - Support physical needs such as water and warmth | Help with temporary housing or repairs - Provide medical assistance for injuries - Conduct counselling and psychological support sessions |  |
| **Floods** | - Relocate to higher ground or safe shelter - Provide life-saving essentials (water, food, blankets) - Keep participants informed about the situation | Help participants return to safe locations - Provide access to food, clean water, and dry clothing - Arrange counselling and support services |  |
| **Power Outage** | - Ensure participants have access to necessary light sources and warmth - Aid with essential tasks - Ensure safety in mobility and navigation | Support participants in restoring daily routines - Assist with accessing essential services - Provide psychological support for any distress |  |
| **Fire** | Evacuate to designated safe area - Provide emotional reassurance - Ensure participants have access to basic needs (water, blankets) | Offer emotional support and counselling - Assess any injuries and provide medical assistance if needed - Conduct debriefing sessions |  |
| **Health Pandemic** | |  | | --- | |  |  |  | | --- | | - Enforce hygiene practices and safety protocols - Educate participants about the emergency - Facilitate isolation if required and ensure access to care | | - Monitor and support ongoing health needs - Continue to provide education on safety measures - Arrange mental health services if needed |  |
| **Heatwave** | |  | | --- | |  |  |  | | --- | | - Provide a cool environment and adequate hydration - Limit outdoor activities - Monitor participants for signs of heat-related illness | | - Offer health check-ups for potential heat-related effects - Maintain hydration and cool environments until risk subsides - Provide counselling if stress or discomfort persists |  |

### Responsibilities of the provider

**The provider agrees to:**

1. Review the provision of supports at least every 3 months with the participant.
2. Test and adjust the emergency plan in response to an emergency or disaster situation
3. Review and communicate plans with participants, their networks and staff.
4. Provide supports that meet the participant's needs at the participant's preferred times.
5. Provide supports that consider the participant safety
6. Communicate openly and honestly promptly.
7. Treat the participant with courtesy and respect.
8. Consult the participant on decisions about how supports are provided.
9. Ensure that there is no conflict of interest and inform the participant if there is any potential.
10. Provide the supports that meet your needs at the preferred times.
11. Review the provision of support monthly.
12. Give the information about managing any complaints or disagreements and details of the provider's cancellation policy (if relevant).
13. Listen to the participant's feedback and resolve problems quickly.
14. Provide the participant with a minimum of 24 hours notice if the provider has to change a scheduled appointment to provide supports.
15. Keep personal information private.
16. Keep you safe and ensure the safety of others.
17. give the participant the required notice if the provider needs to end the Service Agreement (see '[Ending this Service Agreement](file:///\\Au\eydata\SYDNEY\SYDNFPM\Restricted\DET%20PMO\Working%20Files\6.0%20Engagement%20Management\Other\My%20Place%20Communications\Toolkit%20Draft\21.06.2016%20Final\Provider%20Toolkit_section%201.6_Service%20Agreements_accessible_vs%200%202.docx#_Ending_this_Service)' below for more information)
18. protect the participant's privacy and confidential information, including personal data, health information, and other personal details gathered during the intake process. We will ensure that your information remains private during the delivery of our services.
19. provide supports in a manner consistent with all relevant laws, including the [*National Disability Insurance Scheme Act 2013*](http://www.comlaw.gov.au/Current/C2013C00388) and [rules](http://www.comlaw.gov.au/Current/C2013A00020/Enables), and the Australian Consumer Law; keep accurate records on the supports provided to the participant
20. issue regular invoices and statements of the supports delivered to the participant.
21. The provider has policies and procedures that are built on human rights. Where allegations of abuse, neglect, violence, exploitation or discrimination are made (service provider employs a Zero Tolerance policy and procedure).

**4.1 Australian consumer law**

National Ability Support Provider ensures that the participant is treated fairly. Our services are fit-for-purpose and match the description provided, as per the *Competition and Consumer Act 2010 (CCA)*. Support or replacement of services will be negotiated with the Participant. The National Ability Support Provider will provide proof of financial transactions to the participant or their advocate, as requested. In the development of Service Agreements with the Participant, we do not:

* mislead or deceive participants (this includes providing false information or not enough information)
* accept payment for goods or services if we are unsure of our ability to supply them to the participant
* accept payment for goods or services that the participant has not agreed to purchase
* as part of their service agreement.

National Ability Support Provider will not undertake unfair treatment or take advantage of the participant. Examples of this include:

* providing services or expending funds contrary to the participant's approved plan
* asking for or accepting any additional fees for providing a service
* offering inducements or rewards that have no particular link to a NDIS Plan that could be perceived to encourage participants to take up or continue with your organisation or a particular service option
* engage in high-pressure sales tactics.

**4.2 NDIS Code of Conduct**

All our actions are linked to the NDIS Code of Conduct, and we will act with honesty, integrity and transparency at all times, including:

* supplying truthful information about the capacity, qualifications, training and professional affiliations of our workforce, and we will never advise the participant of our ability to provide a specialised service when not legally able to do so
* never making false claims about the efficacy of any of our supports, services or products
* providing clear advice regarding the full costs of the service or support and what the cost covers
* not making claims about the efficacy of treatments or supports that cannot be substantiated independently.

### Responsibilities of the participant/participant's representative

**The participant/participant's representative agrees to:**

1. Respect the rights of staff, ensuring their workplace is safe and healthy and free from harassment.
2. Abide by the terms of your agreement with us.
3. Understand that your needs may change, and with this, your services may need to change to meet your needs.
4. Accept responsibility for your actions and choices, even though some choices may involve risk.
5. Please tell us if you have problems with the care and services you are receiving.
6. Give us enough information to develop, deliver and review your support plan.
7. Care for your health and wellbeing as much as you are able.
8. Provide us with information that will help us better meet your needs.
9. Provide us with a minimum of 24 hours' notice when you will not be home for your service.
10. Be aware that our staff are only authorised to perform the agreed number of hours and tasks outlined in your service agreement.
11. Participate in safety assessments of your home.
12. Ensure pets are controlled during service provision.
13. Provide a smoke-free working environment.
14. Pay the agreed amount for the services provided.
15. Tell us in writing (where able) and give us notice before the day you intend to stop receiving services from us.
16. To inform staff if you wish to opt-out when asked
17. inform the provider about how they wish the supports to be delivered to meet the participant's needs
18. treat the provider with courtesy and respect
19. talk to the provider if the participant has any concerns about the supports being provided
20. give the provider a minimum of 24 hour notice if the participant cannot make a scheduled appointment; and if the notice is not provided by then, the provider's cancellation policy will apply
21. give the provider the required notice if the participant needs to end the Service Agreement (see '[Ending this Service Agreement](file:///\\Au\eydata\SYDNEY\SYDNFPM\Restricted\DET%20PMO\Working%20Files\6.0%20Engagement%20Management\Other\My%20Place%20Communications\Toolkit%20Draft\21.06.2016%20Final\Provider%20Toolkit_section%201.6_Service%20Agreements_accessible_vs%200%202.docx#_Ending_this_Service)' below for more information)
22. let the provider know immediately if the participant's NDIS plan is suspended or replaced by a new NDIS plan or stops being a participant in the NDIS.

### Payments

The provider will seek payment for their provision of supports after ………………...confirms satisfactory delivery.

The participant has nominated the NDIA to manage the funding for support provided under this Service Agreement. After providing those supports, the provider will claim payment for those supports from the NDIS

*A supply of supports under this Service Agreement is a supply of one or more reasonable and necessary supports specified in the statement of supports included, under subsection 33(2) of the* [*National Disability Insurance Scheme Act 2013*](http://www.comlaw.gov.au/Current/C2014C00149) *(NDIS Act), in the participant's NDIS Plan currently in effect under section 37 of the NDIS Act.*

### Changes to this Service Agreement

If changes to the supports or their delivery are required, the parties agree to discuss and review this Service Agreement. The parties agree that any changes to this Service Agreement will be in writing, signed, and dated by the parties.

### Ending this Service Agreement

Should either party wishes to end this Service Agreement, they must give 14 daysnotice.

If either party seriously breaches this Service Agreement, the requirement of notice will be waived.

### Feedback, complaints and disputes

If the participant wishes to give the provider feedback, the participant can talk to Matin Keramati on 03 7037 6054 or email: [info@nasp.com.au](mailto:info@nasp.com.au)

The participant can also make an anonymous complaint by completing the Anonymous Complaints and Feedback Form or phoning our Complaints Manager.

If the participant is not happy with the provision of supports and wishes to make a complaint, the participant can talk to our Complaints Manager, Matin Keramati on 0401202022, email: [info@nasp.com.au](mailto:info@nasp.com.au) or 2/321 Balwyn Road, Balwyn North 3104.

If the participant is not satisfied with the handling of the complaint or does not want to talk to our complaints manager regarding their feedback or complaint, they can contact the National Disability Insurance Scheme at any time throughout the process by calling 1800 035 544, visiting one of their offices in person, or visiting [ndis.gov.au](http://www.ndis.gov.au/) for further information.

### Goods and Services Tax (GST)

For the purposes of GST legislation, the Parties confirm that:

1. A supply of supports under this Service Agreement is a supply of one or more of the reasonable and necessary supports specified in the statement included, under subsection 33(2) of the [*National Disability Insurance Scheme Act 2013*](http://www.comlaw.gov.au/Current/C2014C00149) (NDIS Act), in the participant's NDIS plan currently in effect under section 37 of the NDIS Act
2. The participant's NDIS plan is expected to remain in effect during the period the supports are provided.
3. The participant,…… will immediately notify the provider if the participant's NDIS Plan is replaced by a new plan or stops being a participant in the NDIS.
4. **Access to Records**

My file can be accessed by NDIS Registered Auditor for audit purposes only

❒ Yes ❒ No

I agree that the following people can be provided with access to my records.

Please tick below the people you wish to have permission to access your records:

* Support Coordinator
* Plan Manager
* School
* Parents
* Family Member. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Other practitioners
* Other List \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Information Storage**

The NDIS Commission may collect personal information about you from you, your representative or a third party. Using forms, online portals and other electronic or paper correspondence to collect this information. The NDIS Commission or we as service providers may collect information directly. The NDIS Commission may also obtain personal information collected by other Commonwealth agencies, State or Territory government bodies, or other organisations. From time to time, the NDIS Commission may receive personal information from members of the public without it being requested.

The NDIS Commission and we as service providers will not ask you for any personal information we do not need. The Privacy Act requires that we collect information for a reasonably necessary purpose for, or related to, a function or activity of the NDIS Commission.

When the NDIS Commission collects personal information, we are required by the Privacy Act to notify you of several matters. These include the purposes for collecting the information, whether the collection is required or authorised by law and any person or body to whom we usually disclose the information. The NDIS Commission generally provides this notification by having Privacy Notices on our paper-based forms and online portals.

### Contact details

**Participant**

| **Participant Contact details** | |
| --- | --- |
| **Phone [B/H]** |  |
| **Phone [A/H]** |  |
| **Mobile** |  |
| **Email** |  |
| **Address** |  |
| **Alternative contact person/advocate** |  |

**Provider**

| **Provider Contact details** | |
| --- | --- |
| **Contact name** | **Abbas Dorostkar** |
| **Phone [B/H]** | **03 7037 6054** |
| **Phone [A/H]** |  |
| **Mobile** | **0401858446** |
| **Email** | **info@nasp.com.au** |
| **Address** | **2/321 Balwyn Rd, Balwyn north, 3104** |

### Participant's copy of service agreement

The participant confirms they have been offered a copy of this Service Agreement once completed:

❒ Yes ❒ No

The participant advised that they **DO NOT** wish to receive a copy of this Service Agreement.

❒ Yes ❒ No

If the above answer is yes, the reason/s why the participant does not want a copy of the Service Agreement to follow:

|  |
| --- |
|  |

### Agreement signatures

The parties agree to the terms and conditions of this Service Agreement.

This agreement has been explained verbally: ❒ Yes ❒ No

|  |  |  |
| --- | --- | --- |
| **Signature of Participant/Participant Representative** |  | Name of Participant/Participant's Representative |

|  |
| --- |
| Date |

|  |  |  |
| --- | --- | --- |
| **Signature of authorised person from provider** |  | **Name of authorised person from provider** |

|  |
| --- |
| Date |

SCHEDULE OF SUPPORTS

Prices are all comply with NDIS PRICE GUIDE 2022-2023

| **Support** | **Description of support**  List the details of the support, including scope and volume. | **Price and payment information**  (Per hour) | **Total Services provided per week/month** | **How the support will be provided**  List how, when, where, and by whom the support will be provided. |
| --- | --- | --- | --- | --- |
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**13. Cancellation Policy**

*Our cancellation policy will reflect the NDIS cancellation policy,*

**Cancellation Policy:**

**Please be advised that we ask you to give us at least 7 days (7) notice via email, telephone or SMS for service cancellation.**

**If a service is cancelled after trading hours on the day prior to the service delivery day, or if the participant is not present on the service day, a fee will be claimed from your NDIS plan.**

**If less than 7 days (7) notice is provided to NASP for a cancellation, the participant will be charged up to 100% of their scheduled services.**

**If a cancellation is made by NASP for reasons such as lack of staffing level or qualifications/experience, the schedule of support in place cannot be claimed because of this.**

|  |  |
| --- | --- |
| **A picture containing drawing  Description automatically generated** | This document will help you understand **advocacy and who an advocate is**. |
|  | Advocacy is when a person publicly helps to **promote, provide and protect your human rights**. |
|  | Advocacy can help **your voice be heard, and your wishes meet.**  Advocacy can **be used to help you become part of your community.** |
|  | Sometimes you might find it **hard to say what you want.** You might want someone to:   * **support** you * **speak up** for you * be your **voice.** |
| **A picture containing drawing  Description automatically generated** | An advocate can be that person.  An advocate is someone who provides a public voice for you if you cannot or do not want to speak up for yourself. |  |
|  | An advocate should be fair and treat everybody in the same way. |
| **Icon  Description automatically generated** | You can ask someone **you trust** to be your advocate, like your:   * mum or dad * brother or sister * close friend. |
| A close up of a sign  Description automatically generated | Or you can ask a **professional, independent advocate** to help you and to be your voice.  They can help you make good decisions and choices that are right for you. |
| **A picture containing tableware, plate, dishware, drawing  Description automatically generated** | Your advocate should always:   * **listen** and **support** you * **take your side**   help you make your **own good choices and decisions.** |
| **Icon  Description automatically generated** | Your advocate can **help you**:   * get ready for **meetings** * tell people/providers **what you want** * **by signing documents** for you**.** |
|  | Importantly, your advocate **can represent you and speak on your behalf.** |
| **Icon  Description automatically generated** | Your advocate can help you **make a complaint** if you are not happy **with:**   * supports provided * the way you have been treated. |
| **A picture containing icon  Description automatically generated** | Your advocate **can speak to you** and tell us how **you have been mistreated**.  They will help us understand the **support and assistance you need**. |
|  | Your advocate must keep your information **private.** |
| **A picture containing drawing  Description automatically generated** | Not sure how t**o find an advocate**? |
|  | Talk to the Managing Director at Nasp.  Call: 03 7037 6054  They will help you find an advocate. |
|  | Our Managing Director can also help you go online to use **the** [**NDIS Disability Advocacy Finder**](https://disabilityadvocacyfinder.dss.gov.au/disability/ndap/) |

ADVOC

COMPLAINTS AND FEEDBACK

|  |  |
| --- | --- |
| **A picture containing drawing  Description automatically generated** | This document tells you about **how to make a complaint or give feedback**. |
| **Icon  Description automatically generated** | **National Ability Support Provider wants** you to give us **feedback or make a complaint** if you are unhappy. |
|  | It is **okay to complain** if you are not happy. Tell us when you are upset about:   * the **supports** you received * your **support workers** * **Nasp** |
|  | If you do not feel comfortable telling us about your complaint, **you should tell someone you trust** like you:   * mum or dad * brother or sister * support worker.   **Ask them to help you make a complaint.** |
|  | Or you can get help from a **professional, independent advocate** to make a complaint or provide feedback to us. |
|  | We can **help you find** an advocate if you want.  Ask our Managing Director to help you. Call them on 03 7037 6054. |
| **A picture containing drawing  Description automatically generated** | **How do you make a complaint or provide feedback to us?** |
| **A picture containing drawing  Description automatically generated** | You can **talk** to:   * your **support worker** * our **Complaints Manager** * the Managing Director**.** |
| **A picture containing clock, drawing  Description automatically generated** | You can **call or email our Complaints Manager** directly:   * Call: 0401202022 * Email:info@Nasp.com.au |
|  | You can fill out the **Complaints and Feedback Form** and mail it to the Complaints Manager:  2/321 Balwyn Rd, Balwyn North  Ask the Complaints Manager or your support worker for a copy of the form. |
| A picture containing clock, plate, drawing  Description automatically generated | **You can fill in the participant survey** we send to you every year. |
|  | You can make a complaint **at any time** directly to the **NDIS Commission:**  Call: **1800 03 55 44**  Or go to their website: [**www.ndiscommission.gov.au**](http://www.ndiscommission.gov.au) |
|  | You can make a **complaint and remain anonymous.**  Anonymous means we will not know who you are. |
|  | To be anonymous, use the **Anonymous Complaint and Feedback Form** provided at your intake meeting:   * **Complete the form** (your advocate can do this for you). * **Mail it back to us** using the stamped, self-addressed envelope provided. |
|  | **Remember,** if you complain anonymously, we **cannot provide you with a response,** as we will not know who you are. |
|  | We take **all complaints and feedback** we receive **seriously**.  **They help us to make our service and support better for you!** |
| **A picture containing drawing  Description automatically generated** | **How do we manage your complaint or feedback?** |
| **A picture containing tableware, plate, dishware, drawing  Description automatically generated** | Our **Complaints Manager** will:   * **talk** with you about your problem * **write** everything you say down * **plan** to fix your problem. |
| **Icon  Description automatically generated** | Our **Complaints Manager** will:   * try to **fix your problem** * **contact you regularly** to tell you how the problem is being fixed. |
| **A picture containing clock, drawing  Description automatically generated** | To keep you safe, if your complaint or feedback involves someone being put **in danger of being hurt,** we will tell the police and the NDIS. |
|  | We **keep** everything **you** **tell us private.** |
|  | If **you are unhappy** with the way we handled your feedback or complaint, you can **tell the NDIS Commission:**   * Call: **1800 03 55 44** (free call from a landline) * Go to their website: **www.ndiscommission.gov.au** |

CONFLICT OF INTEREST

|  |  |
| --- | --- |
| **A picture containing drawing  Description automatically generated** | This document explains what conflict **of interest is** and what National Ability Support Provider does to manage them. |
|  | A conflict of interest is when a staff member's interests are different to National Ability Support Provider's or your best interests. |
|  | Our staff should always do what is best for the National Ability Support Provider and you. |
|  | Our staff's interests are called **private interests**. |
|  | A **private interest** can be:   * **direct** – something owned by the person * **indirect** – something owned by a family member or a close friend. |
|  | **A private interest** can also be:   * **financial** – getting money from it * **non-financial** – builds personal relationships in the community or with friends and family. |
|  | It is **okay** for staff to have a conflict of interest, **as long as they tell Nasp.**  We can **then decide** what to **do** about their conflict of interest to **manage it.** |
|  | A conflict of interest may be:   * **actual** – it happened * **potential** – it could become a problem * **perceived** – it seems like a conflict but is okay as long as it is monitored. |
|  | A conflict of interest is **wrong** when a staff member uses it to **get more than they should** for themselves or their friends. |
|  | A conflict of interest can happen if a staff member's **close friends or family becomes involved in work decisions**. |
|  | A conflict of interest can happen if **a staff member gets extra money** by working for a **different company** while working at Nasp. |
|  | A conflict of interest happens when our **staff**:   * are **involved with another organisation** * **encourage you** to use the other provider to receive supports. |
|  | **How does National Ability Support Provider manage a staff conflict of interest?** |
| **A picture containing tableware, plate, dishware, drawing  Description automatically generated** | We ask all our **staff to tell us** (declare) about their **conflict of interest as soon as possible.** |
|  | Our Managing Director **assesses all staff conflicts of interest** to make sure they will not badly impact on our organisation or you in any way. |
|  | Our Managing Director will **manage and monitor** all the conflicts declared to make sure that they continue not to impact you or us. |
| **Icon  Description automatically generated** | We regularly check that conflicts of interest **are not impacting National Ability Support Provider**'s:   * support provision * quality of support * good decision-making**.** |
|  | **How do we make sure there is no conflict of interest with a participant?** |
| **A picture containing drawing  Description automatically generated** | Our Managing director will **talk with you** about any identified conflicts of interest that could **impact the supports you receive.** |
|  | Our Managing Director will explain how we **will manage the conflict**. |
| **Icon  Description automatically generated** | We want you to **tell us** if **you are unhappy** about managing the conflict of interest. |
|  | We will **work with you** to try and **make changes** so that you are happy. |
| **Icon  Description automatically generated** | Any **decisions you make** about your providers or support **will not impact the current support we provide you.** |
| **A picture containing plate, food  Description automatically generated** | **Using other providers** will not **impact on the quality of support you receive** from Nasp. |
|  | If we **cannot fix the conflict** of interest and you are unhappy, we may need to **refer you to another provider.** |
|  | We will t**alk** **with you about this**.  We will work out the **best way** for you to **continue receiving the support** you need. |
|  | If you **are referred to another provider,** we will **assist with your transition** from our service. |

INCIDENT MANAGEMENT

|  |  |
| --- | --- |
| **A picture containing drawing  Description automatically generated** | This document tells you **what an incident is** and how National Ability Support Provider **manages them.** |
|  | There are **two types:**   1. A general incident 2. A reportable incident |
| **Icon  Description automatically generated** | A **general incident** is:   * When a person **causes you** **harm** or could have caused you harm * when **you hurt someone** else * when you feel that someone is **hurting you.** |
|  | **A reportable incident** is when one of the following happens:   * a death * a serious injury * abuse * neglect * sexual misconduct * unregulated use of restrictive practices. |
| **A picture containing tableware, plate, dishware, drawing  Description automatically generated** | If you are involved in an incident, you must **tell our Managing Director, your support worker or a trusted person immediately.** |
|  | Our Managing Director **will meet with you to record** what was said and done during the incident. |
| **A picture containing plate, food  Description automatically generated** | Our Managing Director will ask you:   * **what happened** * the names of **people who saw** the incident * **when you told someone** about the incident (date and time) * details of the **person you told** * how the incident **affected you** * what could be **done** to **stop the incident from happening again.** |
| **Icon  Description automatically generated** | Your **safety is important** to us.  After an incident, **we will provide support or assistance** to help you recover from the incident**.** |
| **Icon  Description automatically generated** | After an incident, the National Ability Support Provider will:   * **Do all we can** to make sure you are safe * provide you with **advice and support** * arrange for **counselling or medical support** (if required) |
| **Icon  Description automatically generated** | **We will support you by:**   * **fixing** the incident quickly * helping you look **after your health and wellbeing** (where we can). |
| **Icon  Description automatically generated** | We will regularly **keep you up to date** with how we manage **the incident.** |
| **A picture containing clock, drawing  Description automatically generated** | The Managing Director will **contact you to:**   * **talk about what happened** * **Tell you** what **actions we** will take **to fix** the incident * Explain to you what **actions** have already been **taken**. |
| **A picture containing drawing  Description automatically generated** | We will ask for your:   * **feedback** and t**houghts** on how we are fixing the problem * **ideas a**bout any changes that could **help you in the future.** |
| **Icon  Description automatically generated** | Our Managing Director **investigates the incident** to work out what happened and stop it from happening again. |
|  | We then **completed a review** of the incident **to improve our service by:**   * **learning** what happened * **making changes** to stop it from happening again. |
|  | Some changes we might make could be to:   * change our practices * change our policies * retrain our staff. |

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| A picture containing clock, plate, drawing  Description automatically generated | **Reportable incidents** |
| **Icon  Description automatically generated** | A **reportable incident** is when you, or another participant, is very **badly hurt** or **mistreated.** |
|  | **If a reportable incident happens**, the National Ability Support Provider must **tell** the **NDIS Commission.** |
|  | We must **complete a NDIS Reportable Incident Form**. Either:   * Immediate Notification Form * 5-Day Notification Form. |
| **Icon  Description automatically generated** | The National Ability Support Provider then must send the form to the NDIS Commission using the **NDIS portal.** |
| **A picture containing plate, food  Description automatically generated** | The **NDIS Commission reviews the incident.**  They will tell us if we need to take **any further action.** |
| **Icon  Description automatically generated** | We will **update you on the NDIS Commission's findings,** including any actions we must take. |
|  | We **keep** everything **you** **tell us private.** |
|  | If **you are unhappy** with the way we handled your incident, you can **tell the NDIS Commission:**   * Call: **1800 03 55 44** (free call from a landline) * Go to their website: [**www.discommission.gov.au**](http://www.discommission.gov.au) |

MONEY AND PROPERTY

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| **A picture containing drawing  Description automatically generated** | This document tells you how we will look after your **money and property.** |
| **Icon  Description automatically generated** | **You are the owner of your money and property**.  If **you say that it is okay**, we can help **you** **buy things** with your money, and **we will use your property to deliver your services.** |
| **Icon  Description automatically generated** | We can only use your money or property if **you have agreed** and **written in your Service Agreement.** |
|  | You agree to helping you use by completing the **Participant Money and Property Consent Form**. |
| **Icon  Description automatically generated** | **Property:**   * Our staff will **only use your property** if it is needed to help deliver your services. * You must tell us it is **okay to use** your property.   We will **add a list of property** that can be used in your Support Plan. |

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| **Icon  Description automatically generated** | **Money:**   * **You tell us** how you want to spend your money. * Our **staff cannot touch your money** without permission. |
| **A picture containing drawing  Description automatically generated** | If you ask a support worker to **help you spend your money**, they must check they can **with our Managing Director.** |
| **Icon  Description automatically generated** | Our **staff cannot use your PIN number** or **get money from an ATM** because this is your **VERY private information**. |
|  | If a support worker helps you with your money, they **must follow our rules** to keep you and your **money safe**. |
| A picture containing clock, plate, drawing  Description automatically generated | **Our staff will keep all the receipts** for things they have used your money to buy.  They will **keep a record** of all your money that has been spent. |
|  | Staff will **count out your money** with you **before buying** something.  They will **count out your change** **after buying** something.  You will both **sign a record agreeing** your money was correctly spent. |
| **Icon  Description automatically generated** | National Ability Support Provider will tell you **every month on how and when your money was spent.** |
| **Icon  Description automatically generated** | Our staff **cannot give you any advice or information about money matters**. |
| **Icon  Description automatically generated** | If we think someone is **misusing your money or property,** our Managing Director will tell you. |
|  | The Managing Director will:   * **investigate, record evidence** and **write a report** * **tell the police** or other authorities, if needed * **provide additional support** to you (if needed). |
| **A picture containing plate, food  Description automatically generated** | If you want help after the Service Agreement is written, we will:   * **talk to you about** help needed * **write everything** in your notes. |
|  | The **Managing Director.**  will then:   * include the help you need in your **Service Agreement and Support Plan and give you an updated copy.** |
|  | If **you are unhappy** with the way we manage your money or property, you can tell **the NDIS Commission:**   * Call: **1800 03 55 44** (free call from a landline) * Go to their website: **www.ndiscommission.gov.au** |

PRIVACY AND YOUR PERSONAL INFORMATION

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| **A picture containing drawing  Description automatically generated** | This document tells you **about your privacy and your personal information.** |
| **Icon  Description automatically generated** | We collect and store personal information about you to help us provide you with the right type of supports and services. |
|  | We use your personal information to work with you to **design supports and care that meets your** needs. |
|  | Personal information can include:   * your **name, address and phone number**  1. **your advocate**'s contact details 2. details about **people who you are close to** (mum, brother or a good friend) 3. **supports** you need 4. your **medical records** 5. other **support providers** you use 6. **why and how** we are helping you. |
| **Icon  Description automatically generated** | It is National Ability Support Provider's **responsibility to keep** yourpersonal information **private and safe.** |
|  | We **only share** your information with others if **you say "yes**" or if the law says we must. |
|  | You can say ' no' when asked to share your information with government agencies (like the NDIS)**.**  This means you **opt out** **of sharing** your personal information. |
| A picture containing clock, plate, drawing  Description automatically generated | We will ask you to **sign an information consent form.**  The form **gives us your approval** to use your personal information. |
| **Icon  Description automatically generated** | **We also ask you to include all of the people you are happy to share your personal information with on the form.** |
| **A picture containing plate, food  Description automatically generated** | Your information IS ONLY **shared** with **people you say can see it,** like:   * an advocate (trusted person) * other support providers * support workers * government organisations that support you. |
|  | **You have rights** when it comes to the management of your personal information. |
|  | You can:   * **ask our** National Ability Support Provider**to see** your personal information at anytime * tell us **to correct** wrong or incomplete information * **tell us if you think the** information is wrong and must be deleted. |

RIGHTS

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| **A picture containing drawing  Description automatically generated** | This document tells you about **your rights.** |
|  | **Australian laws** respect the rights of people with disability. The laws say you:   * should be **included in community life** * have the **same rights** as all other Australians. |
|  | **What are your human rights?** |
|  | You should be:   * **safe** in your home and anywhere else * treated with **respect** * part of your cultural **community.** |
|  | You should be able to:   * **participate** in your **religion** * express your **sexuality** * communicate in your family's **language**. |
|  | When w**orking with** National Ability Support Provider and other disability **support providers,** you **also have rights**. |

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|  | You have the right to:   * receive good quality services * tell us what you want * choose the type of support worker you want   make your own choices. |
| **Icon  Description automatically generated** | You also have the right to:   * be safe * get help when you need it * try new things and take risks. |
| **A picture containing drawing  Description automatically generated** | **How does** National Ability Support Provider **respect your rights?** |
| **Icon  Description automatically generated** | National Ability Support Provider will:   * keep you **safe** * show you **respect and** respect **your privacy** * **treat you well** * **help you** make your own choices * **listen to you** * **involve your family, advocate and other support carers** (if you want us to). |
| **Icon  Description automatically generated** | We will also:   * ask you to tell us **what supports you want and the type of worker you need** * keep your **personal information private.** |
| A close up of a sign  Description automatically generated | We can also help you find an advocate if you need one. |
|  | You can safely:   * **make complaints** and provide feedback to us * tell us you want to use another provider. |
| **A picture containing plate, food  Description automatically generated** | We will **follow your instructions** unless we feel that you may get hurt.  We will then talk to you and your advocate/family about any risks involved to help you make a safe decision. |
|  | We also make sure our support workers follow our Service **Charter of Rights.** |

WHAT IS A SERVICE AGREEMENT?

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| **A picture containing drawing  Description automatically generated** | This document tells you what a **Service Agreement is and why you need one.** |
|  | A **Service Agreement** is a **document.**  It is an **agreement between you and your service provider.**  The **service provider** is the person or organisation that provides you with support like Nasp). |
|  | When you agree on the services you want from the provider, it is **written down** in the Service Agreement. |
|  | The Service Agreement says that you and your **provider agree to the services they will provide to you.** |
|  | To **show that you agree, you sign** the Service Agreement.  **We (the provider) will also sign** the agreement. |
|  | The Service Agreement helps to make sure you **receive the services** that are **right for you**. |
|  | Your Service Agreement is helpful because it **provides everything agreed to in writing**. |
| A close up of a sign  Description automatically generated | If you need help to enter into a Service Agreement, you can **ask a trusted person to support you.**  A trusted person might be a **family member, your carer, a friend or an independent advocate.** |
| **Icon  Description automatically generated** | Your trusted person (advocate) **can speak on your behalf.** |
| A picture containing clock, plate, drawing  Description automatically generated | Your trusted person (advocate) can **sign your Service Agreement** for you (but only if you say that is okay). |
|  | **What information should be in the Service Agreement?** |
| **A picture containing tableware, plate, dishware, drawing  Description automatically generated** | We will meet with you, and we will ask you to talk to us about the support you want. |
|  | We want you to tell us:   * what type of **supports you need** * how you **want your supports** provided * the type of **support worker** you want to work with * **when you need** supports * **how long** you will need the supports. |
| **A picture containing plate, food  Description automatically generated** | **We will talk to you** about:   * the supports **we can provide** * your rights and responsibilities * our **responsibilities** * anything **special that we must consider**. |
|  | It is a good idea to **bring a copy of your NDIS Plan** to your Service Agreement meetings.  (If you want, we can put a copy of your plan in your agreement). |
| **A picture containing plate, food  Description automatically generated** | Once we both have **agreed on supports and costs,** we will write the Service Agreement.  We will then provide two copies for you to read and sign. |
|  | The Service Agreement will include what is expected from **you and us (our responsibilities).** |
|  | We will explain **our responsibilities** to you.  We will **explain your** **responsibilities which you must meet.** |
|  | The Service Agreement will include **information about costs.**  It will include how much our service will cost you. |
| **A picture containing drawing  Description automatically generated** | **When do you sign the Service Agreement?** |
|  | After you, or your trusted person, has read the Service Agreement. |
| **Icon  Description automatically generated** | After you, or your trusted person, are **happy that what is in the Service Agreement meets your needs.**  **You are happy** that you have had your say. |
| A picture containing clock, plate, drawing  Description automatically generated | You only **sign the Service Agreement** if you **agree** with what is written in it.  There will be **two copies to sign** (one for you and one for us). |
| A picture containing clock, plate, drawing  Description automatically generated | **You sign the** Agreement, then **we will sign it.** |
|  | We will **give you a copy** of your Service Agreement and keep a copy in your file. |
| **Icon  Description automatically generated** | Do not forget to keep your **copy in a safe and private place.** |
| **Icon  Description automatically generated** | You can **change or end** your Service Agreement with us.  To **change the agreement**, just talk to our **Managing Director.** |
| **Icon  Description automatically generated** | To **end the agreement**, simply **tell us in writing (if you can).**  Please give us the **right amount of notice** (check what is written in your Service Agreement). |
| **Icon  Description automatically generated** | We will provide you with the support you need to leave our service. |

ZERO TOLERANCE

**Violence, Abuse, Neglect and Exploitation**

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| **A picture containing drawing  Description automatically generated** | This document tells you about how National Ability Support Provider **prevents or manages** violence, abuse, neglect and exploitation. |
|  | You have **the right** to enjoy a life that is **free from violence, abuse, neglect and exploitation**. |
| **Icon  Description automatically generated** | **You should always feel safe** when receiving supports from us**.**  If you **do not feel safe**, tell our **Managing Director.** Immediately. |
| **Clenched Fist** | **Violence** is when someone **hurts you physically** (like hitting, punching or slapping you). |
| Crying face with solid fill | **Abuse** is when someone **treats you very badly**. This person might hurt your body or your feelings. |
| **Inpatient** | **Neglect** is when someone is **not caring for you or helping you** the way they are supposed to. |
| **Thumbs Down** | **Exploitation** is when someone is taking **advantage of you**. |
| **No sign** | National Ability Support Provider **does not allow** anyacts of violence, abuse, exploitation or neglect towards you. |
| **Care** | It is our **responsibility to protect you** and **keep you safe**. |
|  | We want you **to tell us if someone hurts you** or you **do not feel safe** when you are with a person. |
|  | If you do not feel comfortable telling us, **you should tell someone you trust** like your:   * mum or dad * brother or sister   support worker. |
|  | Or you can get help from a **professional, independent advocate**. |
|  | We can **help you find** an advocate if you want.  Ask our **Managing Director.** For help. Call 03 7037 6054. |
| **A picture containing clock, drawing  Description automatically generated** | You can also get help by calling the  **National Disability Abuse Hotline** on **1800 880 052.** |
|  | To **keep you safe**, we will:   * make sure our **staff follow the rules** * **train staff** on how to help you   keep your **information private.** |
|  | National Ability Support Provider will always:   * **support you** if something bad happens * **call the police** if we need to. |
| **A picture containing drawing  Description automatically generated** | Wewill always:   * **listen to you** or your advocate * provide you withthe **support you need** * **keep you updated** on what is going on. |
|  | If you are not happy with how we are helping you tell the **NDIS Commission:** Call **1800 03 55 44**  Go **online www.ndiscommission.gov.au** |