SERVICE AGREEMENT

and

EASY READ DOCUMENTS

SERVICE AGREEMENT

**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 someone who manages the funding for supports under a participant’s NDIS plan.

### Parties

This **Service Agreement** is for [insert name of participant], a participant in the National Disability Insurance Scheme and is made between:

| **Participant**  | [insert name of participant] |
| --- | --- |
| **Advocate/Participant’s Representative***(such as a family member or friend)]* | participant’s representative – if involved] |

and

|  |  |
| --- | --- |
| **Provider** | Back to Nature Ecotherapy  |

This Service Agreement will commence on [day, month, year] for the period *[*insert date] 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 [delete this sentence if participant chooses not to attach their plan].
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 the pursuit of their goals and the planning and delivery of their supports.

### Schedule of Supports

The provider agrees to provide the participant [insert description of supports] for [insert duration of each of the supports provided]. 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 supports.

Additional expenses, (i.e. things that are not included as part of a Participant’s NDIS supports) are the responsibility of [insert participant / participant’s representative name] and are not included in the cost of the supports. Examples include entrance fees, event tickets, meals, laundry products, creams etc.

### Responsibilities of the provider

**The provider agrees to:**

[Insert any agreed information about how the provider is to work with the participant in the provision of supports. Below are suggested minimum inclusions]

1. Review the provision of supports at least [specify frequency e.g. 3 monthly] with the participant.
2. Complete an individual emergency evacuation plan, if required. Note: If required, the plan will be added as an appendix in this agreement.
3. Provide supports that meet the participant’s needs at the participant’s preferred times.
4. Communicate openly and honestly in a timely manner.
5. Treat the participant with courtesy and respect.
6. Consult the participant on decisions about how supports are provided.
7. Ensure that there is no conflict of interest and inform participant if there is any potential for this.
8. Provide the supports that meet your needs at the preferred times.
9. Review the provision of supports monthly.
10. Give the information about managing any complaints or disagreements and details of the provider’s cancellation policy (if relevant).
11. Listen to the participant’s feedback and resolve problems quickly.
12. Provide the participant a minimum of 24 hours’ notice if the provider has to change a scheduled appointment to provide supports.
13. Keep personal information private.
14. Keep you safe and ensure the safety of others.
15. give the participant the required notice if the provider needs to end the Service Agreement (see ‘[Ending this Service Agreement](file:///%5C%5CAu%5Ceydata%5CSYDNEY%5CSYDNFPM%5CRestricted%5CDET%20PMO%5CWorking%20Files%5C6.0%20Engagement%20Management%5COther%5CMy%20Place%20Communications%5CToolkit%20Draft%5C21.06.2016%20Final%5CProvider%20Toolkit_section%201.6_Service%20Agreements_accessible_vs%200%202.docx#_Ending_this_Service)’ below for more information)
16. protect the participant’s privacy and confidential information inclusive of the participant’s 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.
17. 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
18. issue regular invoices and statements of the supports delivered to the participant.
19. 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**

Back to Nature Ecotherapy ensures that the participant is treated fairly. All of 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. Back to Nature Ecotherapy 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.

Back to Nature Ecotherapy 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 an NDIS Plan that could be perceived to encourage participants to take up or continue with your organisation or a particular service option
* engaging in high-pressure sales tactics.

**4.2 NDIS Code of Conduct**

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

* 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 own actions and choices even though some choices may involve risk.
5. 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 own 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 prior to 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 hours’ 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:///%5C%5CAu%5Ceydata%5CSYDNEY%5CSYDNFPM%5CRestricted%5CDET%20PMO%5CWorking%20Files%5C6.0%20Engagement%20Management%5COther%5CMy%20Place%20Communications%5CToolkit%20Draft%5C21.06.2016%20Final%5CProvider%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 the participant stops being a participant in the NDIS.

### Payments

The provider will seek payment for their provision of supports after the [insert participant/participant’s representative name] confirms satisfactory delivery.

*[One or more of the below paragraphs may apply - DELETE those that do not apply].*

*[If the funding for any of the supports provided under this Service Agreement is managed by the participant:]*

The participant has chosen to self-manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, the provider will send the participant an invoice for those supports for the participant to pay. The participant will pay the invoice by [specify cash/cheque /EFT] within [insert reasonable time period, e.g. 7 days].

*[AND / OR]*

*[If the funding for any of the supports provided under this Service Agreement is managed by a Plan Nominee:]*

The participant’s Plan Nominee manages the funding for supports provided under this Service Agreement. After providing those supports, the provider will send the participant’s Nominee an invoice for those supports for the participant’s Nominee to pay. The participant’s Nominee will pay the invoice by [specify cash/cheque/EFT] within [insert reasonable time period, e.g. seven working days].

*[AND / OR]*

*[If the funding for any of the supports provided under this Service Agreement are managed by the National Disability Insurance Agency:]*

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

*[AND / OR]*

*[If the funding for any of the supports provided under this Service Agreement is managed by a Registered Plan Management Provider:]*

The participant has nominated the Registered Plan Management Provider [insert name of Registered Plan Management Provider] to manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, the provider will claim payment for those supports from [insert name of Registered Plan Management Provider].

*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 wish to end this Service Agreement they must give [insert reasonable time period depending on nature of supports, e.g. 1 month]notice.

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 Aidan Caseyon0407 423 655 or service@backtonatureecotherapy.com.au or post to 16 Murphy Street, O’Connor WA 6163.

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, [insert name of provider’s complaints manager name], on [insert contact details, e.g. phone, email, and/or postal address].

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, [insert participant/participant’s representative name], will immediately notify the provider if the participant’s NDIS Plan is replaced by a new plan or the participant 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 access to my records.

Please tick below, the people you wish to have permission to access your personal 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 which we do not need. The Privacy Act requires that we collect information for a purpose that is reasonably necessary 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 a number of matters. These include the purposes for which we collect 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** | **Aidan Casey** |
| **Phone [B/H]** | **0407 423 655** |
| **Phone [A/H]** |  |
| **Mobile** |  |
| **Email** | **service@backtonatureecotherapy.com.au** |
| **Address** | **16 Murphy Street, O’Connor WA 6163** |

### 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 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 |

### Copy of participant’s NDIS Plan

*[Attach a copy of the participant’s NDIS Plan or delete this page if not required.]*

### Copy of participant’s individual evacuation plan

*[Attach a copy of the participant’s Individual Evacuation Plan or* ***delete this page if not required.]***

SCHEDULE OF SUPPORTS

*[Insert a table of the supports to be provided under the Service Agreement, including sufficient details such as description, price, and how they will be provided. Example table below.]*

| **Support**List the name of the support. | **Description of support**List the details of the support, including scope and volume. | **Price and payment information**List the price of the support (e.g. per hour / per session / per unit) and whether NDIS funding for the support is managed by the Participant, Participant’s Nominee, the NDIA, or a Registered Plan Management Provider. | **How the support will be provided**List how, when, where, and by whom the support will be provided. |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**13. Cancellation Policy**

*[Insert the cancellation policy. Cancellation policies must be reasonable and comply with all applicable laws (e.g. the Australian Consumer Law).]*

EASY READ DOCUMENTS

ADVOCACY

|  |  |
| --- | --- |
| **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 met.**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 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 for 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 Director at Back to Nature Ecotherapy.Call: 0407 423 655They will help you find an advocate. |
|  | Our Director can also help you go online to use **the** [**NDIS Disability Advocacy Finder**](https://disabilityadvocacyfinder.dss.gov.au/disability/ndap/) |

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** | **Back to Nature Ecotherapy 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**
* **Back to Nature Ecotherapy**
 |
|  | If you do not feel comfortable telling us about your complaint, **you should tell someone you trust** like your:* 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 Director to help you. Call them on 0407 423 655 |
| **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 **Director**
 |
| **A picture containing clock, drawing  Description automatically generated** | You can **call or email our Complaints Manager** directly:* Call: 0407 423 655
* Email: service@backtonatureecotherapy.com.au
 |
|  | You can fill out the **Complaints and Feedback Form** and mail it to the Complaints Manager:16 Murphy Street, O’Connor WA 6163Ask 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 supports 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 serious danger or 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 a **conflict of interest is** and what Back to Nature Ecotherapy does to manage them. |
|  | A conflict of interest is when a staff member’s own interests are different to Back to Nature Ecotherapy or your best interests. |
|  | Our staff should always do what is best for Back to Nature Ecotherapy and you. |
|  | Our staff’s own 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 Back to Nature Ecotherapy.**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 become 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 Back to Nature Ecotherapy. |
|  | 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 Back to nature Ecotherapy manage a staff conflict of interest?** |
| **A picture containing tableware, plate, dishware, drawing  Description automatically generated** | We ask all of our **staff to tell us** (declare) about their **conflict of interest as soon as possible.** |
|  | Our Director **assesses all staff conflicts of interest** to make sure they will not badly impact our organisation or you in any way. |
|  | Our Director will **manage and monitor** all declared conflicts 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 Back to Nature Ecotherapy’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 Director will **talk with you** about any identified conflicts of interest that could possibly **impact the supports you receive.** |
|  | Our Director will explain how we **will manage the conflict**. |
| **Icon  Description automatically generated** | We want you to **tell us** if **you are unhappy** about how we will manage 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 supports **will not impact the current supports we provide you.** |
| **A picture containing plate, food  Description automatically generated** | **Using other providers** will not **impact the quality of supports you receive** from Back to Nature Ecotherapy. |
|  | 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 supports** 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 **Back to Nature Ecotherapy 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 **going to hurt 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 Director your support worker or a trusted person immediately.** |
|  | Our Director **will meet with you to record** what was said and done during the incident. |
| **A picture containing plate, food  Description automatically generated** | Our 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 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, Back to Nature Ecotherapy 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 are **managing the incident.** |
| **A picture containing clock, drawing  Description automatically generated** | The 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 Director **investigates the incident** to work out what happened and stop it happening again. |
|  | We then **complete a review** of the incident **to improve our service by:*** **learning** what happened
* **making changes** to stop it happening again.
 |
|  | Some changes we might make could be to:* change our practices
* change our policies
* retrain our staff.
 |
| 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** Back to Nature Ecotherapy must **tell** the **NDIS Commission.** |
|  | We must **complete an NDIS Reportable Incident Form**. Either the:* Immediate Notification Form
* 5-Day Notification Form.
 |
| **Icon  Description automatically generated** | Back to Nature Ecotherapy 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

|  |  |
| --- | --- |
| **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** to **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 **it is written in your Service Agreement.** |
|  | You agree to our staff 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 into your Support Plan.
 |
| **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 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 of the receipts** for things they have used your money to buy.They will **keep a record** of all of 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** | Back to Nature Ecotherapy will tell you **every month 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 Director will tell you.  |
|  | The 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 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

|  |  |
| --- | --- |
| **A picture containing drawing  Description automatically generated** | This document tells you **about your privacy and your personal information.** |
| **Icon  Description automatically generated** | To help us provide you with the right type of supports and services, **we collect and store personal information** about you. |
|  | 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 Back to Nature Ecotherapy’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. |
|  | When asked to **share your information with government agencies** (like the NDIS) you can **say ‘no’.**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** | **On the form,** we also ask you to include all of the people **you are happy to share your personal information with.** |
| **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 who provide you with support.
 |
|  | **You have rights** when it comes to the management of your personal information. |
|  | You can:* **ask our Director to see** your personal information at anytime
* tell us **to correct** wrong or incomplete information
* **tell us if you think** information

is wrong and must be deleted. |

RIGHTS

|  |  |
| --- | --- |
| **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 Back to Nature Ecotherapy** and other disability **support providers** you **also have rights**. |

|  |  |
| --- | --- |
|  | 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 Back to Nature Ecotherapy respect your rights?** |
| **Icon  Description automatically generated** | Back to Nature Ecotherapy 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?

|  |  |
| --- | --- |
| **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 supports (like Back to Nature Ecotherapy). |
|  | 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 that 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 a 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 supports 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 from 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 we will 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 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**

|  |  |
| --- | --- |
| **A picture containing drawing  Description automatically generated** | This document tells you about how Back to Nature Ecotherapy **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 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**. They 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** | Back to Nature Ecotherapy **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 Director for help. Call 0407 423 655 |
| **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.**
 |
|  |  Back to Nature Ecotherapy 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** |