

NDIS Participant Handbook



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Participant Intake Checklist

EziCare representative

.....

I have explained the following information to

.....

Signed by EziCare Representative.....

Date

Topic	Tick when complete
Someone has explained to me whether I am eligible for service or not. For example, if a provider does not have the equipment I need, we might have to refer someone to a provider who does.	<input type="checkbox"/>
I know as a participant, I have the right to access a support person of my choice to assist me when trialling or purchasing a device or equipment	<input type="checkbox"/>
I have been given information about this service and its' supports and how to find further information should I need it.	<input type="checkbox"/>
I have been explained about the frequency of services I will receive and the activities or services I will receive.	<input type="checkbox"/>
I know my rights in relation to my privacy and confidentiality of my records and personal privacy.	<input type="checkbox"/>
I know I have the right to consent when my information is to be shared, and the right to withdraw consent when I want to. I know that when a data breach occurs with a third party, I will be notified immediate and told how it will be handled.	<input type="checkbox"/>
I know I have a right to be involved in the decisions about my service and about how services can be improved.	<input type="checkbox"/>
I know I can ask for an interpreter if I need one	
I understand I can ask for an independent (not employment by this service) Disability Advocate <input type="checkbox"/>	<input type="checkbox"/>
I know how I can make a complaint or provide feedback	<input type="checkbox"/>

Topic	Tick when complete
I know what an incident is and who to come and see if I experience an incident.	<input type="checkbox"/>
The warranty, service and repairs policies have been explained to me	<input type="checkbox"/>
I understand my service agreement components such as:	
<p>My rights and responsibilities & the service providers rights and responsibilities. I get that it is a two-way-street. <input type="checkbox"/></p> <p>How my supports are paid for <input type="checkbox"/></p> <p>How I can end a Service Agreement. <input type="checkbox"/></p> <p>Under what circumstances my provider can end a Service Agreement <input type="checkbox"/></p> <p>I know what GST is and when it will be charged. <input type="checkbox"/></p> <p>What the returns policy of this provider is. <input type="checkbox"/></p>	

The above information has been explained to me.

Signed by individual Date

Signed by nominated support person..... Date

NDIS Service Agreement

A Service Agreement is a document. It is for you and your service provider. The service provider is the person or organisation that provides you with supports. The document says that you both agree about the services you are going to receive. When you have agreed, you both sign the document.

Who can make a Service Agreement?

A Service Agreement can be made by a participant of the NDIS and their service provider. Sometimes, you might ask another trusted person to enter into the Agreement for you. This might be a family member, carer, friend, allied health professional or other person.

A service provider might be:

- **An organisation that offers disability support.**
- **A community organisation.**
- **A mainstream service provider, such as a business that provides cleaning, health or gardening services.**

How is a Service Agreement different to a NDIS Plan?

Your NDIS Plan explains what you want to do and what your goals are. And it explains the support you will need to achieve your goals. The Service Agreement is different. The Service Agreement is about the working relationship you have with your service provider. It makes sure that you and your service provider both agree about the supports you will receive and how these supports will be provided.

What should be included in a Service Agreement?

The Service Agreement should include information about the supports you receive. When where and how you will receive those supports. How much the supports will cost and how they will be paid for. How long you need the supports for. What is expected of you (this is about your responsibilities). How you can end or change the Agreement.

What is expected of you?

When you sign the Service Agreement, it means that you agree to do

the things that are expected of you. Your responsibilities include things like:

- Telling the service provider about the support that you want, and how you want to receive them.
- Being polite and respectful to the staff who work with you.
- Telling the service provider if you've got any problems.
- Telling the service provider if you can't make it to an appointment – you should always give them at least 24 hours' notice.
- Telling the service provider straight away if you want to end the Agreement.
- Letting the service provider know if your NDIS Plan changes.

What is expected of the service provider?

Service providers have responsibilities too. The service provider's responsibilities include:

- Providing the services that you have asked for.
- Being open and honest about the work that they do.
- Explaining things clearly.
- Treating you politely and with respect.
- Including you in all decisions about your supports.
- Letting you know what to do if you have a problem or want to complain.
- Listening to your feedback and fixing any problems quickly.
- Telling you if they want to end the Agreement.
- Making sure your information is correct and up to date – you may update your information when ever you want to
- Storing your information carefully and making sure it is kept private.
- Obeying all the rules and laws that apply. This includes the National Disability Insurance Scheme Act 2013 and the National Disability Insurance Scheme Rules.
- Providing invoices and statements for your supports.
- Checking whether GST applies.
- Checking that the Agreement is working well. You and the service provider will agree about how often the Agreement will be reviewed.

How to pay for your supports

There are different ways to pay for your supports. Some people manage all of

their NDIS funding themselves. Some people have their plan funding managed by the NDIA Some people have their plans managed with a Plan Manager

How to change a Service Agreement

You and the service provider will need to agree about how changes can be made to the Service Agreement. Most Service Agreements will say:

- That the changes need to be in writing.
- That the participant and the service provider agree on the changes.
- You may need to sign a new document saying that you agree with the changes.

How to end a Service Agreement

You must let the service provider know before you want the Agreement to end. In the Agreement, it will say how much time you must give them before the Agreement can end. This is called a notice period. This may be 1 month or more. If the service provider wants to end the Agreement, they must give you notice too.

Don't forget – you have responsibilities too!

You have responsibilities to the service provider too. If you don't do what's expected of you, the service provider can end the Agreement.

About the Goods and Services Tax (GST)

Most supports provided under the NDIS will be GST-free. However, it is important for service providers to note that you will need to charge GST for some types of support.

You need to check each Service Agreement on a case-by-case basis to make sure you are complying with the law.

The main law that applies is *A New Tax System (Goods and Services Tax) Act 1999*. Further information about the NDIS and GST can be accessed on the Australian Taxation Office website.

In signing the Service Agreement, you state that you have checked the GST status of the supports.

Data Privacy for NDIS Participants

There are laws to protect personal information. Personal information could be about: your name, where you live, your date of birth, your health or disability information, your bank account, information about your disability, what supports you get. As your NDIS provider we will keep your information private.

How we get personal information

We might ask you for your information by phone, by email or in person. We get personal information from you or from someone who helps you with the NDIS (such as a carer, disability service providers, other government departments). You can give consent for other people to give us your information. Consent means you say yes. You do not have to give us all your personal information. If you do not consent though, we might not be able to provide all the supports you need.

How we use personal information

WE use personal information to help give you services, manage your support plan and services, and to contact you.

We keep personal information safe

We keep paper records safe in offices with secure access. Electronic records are password secured. We keep information on computers safe. There are laws to protect personal information. We only tells people your information if the law says they can know.

Language and Interpreting Services

If you are unable to understand due to language, communication or sensory difficulties, we can provide an interpreter or translator to support you.

Interpreting Services allow the transfer of communications from a person's preferred spoken language into English.

Interpreting Services are delivered by TIS National, on behalf of the NDIS. TIS National contract more than 3,000 certified interpreters across Australia, in more than 160 different languages. You can call TIS National direct on 131 450 to ask to speak to the NDIS on 1800 800 110.

Using your NDIS Plan

We can also offer you interpreter services to help you use the supports you have funded in your plan. Ask us and we will book a face-to-face or over the phone language support interpreter. Language interpreting supports are not part of your NDIS plan.

You can ask your NDIS Provider to help book a specific interpreter every time you meet with them, for example, if you want the same interpreter or prefer a specific gender. Registered NDIS Providers, can register with TIS National to allow NDIS participants and their carers access to NDIS funded interpreters.

More information

- For people who need help with English TIS National 131 450
- For people with hearing or speech loss TTY: 1800 555 677
- Speak and Listen: 1800 555 727 NDIS 1800 800 110
- Internet relay: [National Relay Service website](#)
- Auslan International [1300 AUSLAN](#) SMS only: [0409 143 980](#)

Disability Advocacy

Disability advocacy is acting, speaking or writing to promote, protect and defend the human rights of people with disability. The Australian Government, and some state and territory governments, fund independent advocacy to help people with disability who face complex challenges or are unable to advocate for themselves, and do not have family, friends or peers who can support them as informal advocates, to access advocacy support.

An independent advocate, in relation to a person with disability, means a person who:

- is independent of the organisations providing supports or services to the person with disability; and
- provides independent advocacy for the person with disability, to assist the person with disability to exercise choice and control and to have their voice heard in matters that affect them; and
- acts at the direction of the person with disability, reflecting the person

- with disability's expressed wishes, will, preferences and rights; and
- is free of relevant conflicts of interest.

Why does independence matter?

A disability advocate must be independent and act solely in the interests of the person with disability who they are supporting. An advocate cannot be independent if they, or the organisation they work for, might benefit in some way from influencing the outcomes of the advocacy – this would be a conflict of interest.

Conflict of Interest (COI)

A conflict of interest can happen in many situations, for example, a support worker helping a person with disability to resolve a complaint about the disability service that employs the support worker.

Government-funded independent advocates can act solely on the side of the person with disability and without a conflict of interest. This differs from National Disability Insurance Scheme (NDIS) Local Area Coordinators, for example, whose role is to link people with the NDIS and to provide information and support in their community, but not to act as advocates. It also differs from NDIS Support Coordinators who have an interest in maintaining services and/or funding relationships and have restrictions on how much they can support the direct wishes of the person with a disability.

We have the NDIS now. Do we still need independent advocacy?

Yes. Independent advocates assist people with complex, specialised and often serious issues that can include supporting them:

- to understand their rights and responsibilities;
- through discrimination, criminal and child protection cases;
- within mental health facilities and through the mental health review tribunal;
- to resolve issues about government benefits, payments, pensions and support services;
- through tribunals for guardianship, tenancy and consumer affairs;
- to access housing, education or other state systems;
- to resolve complex service provision or complaints issues, especially where it is difficult for the person to speak up for

- themselves; and
- to leave domestic violence situations.

None of these activities are available as NDIS-funded supports.

Approximately 460,000 Australians with profound disability will receive individual NDIS funding. However, there are another 3.9 million Australians who identify as having a disability who may also require access to independent advocacy, if the need arises.

The NDIS will fund some forms of decision-making support and capacity building through Individual Funded Packages for NDIS participants and through activities funded by the Information, Linkages and Capacity Building program. Examples of these supports and services include:

- assistance to coordinate NDIS supports;
- support to develop skills for decision-making to exercise choice and control;
- supports that help people to develop their knowledge and skills for making choices and decisions and standing up for their rights;
- information and training about how to make complaints; and
- information about where to make complaints.

How do I find an independent advocate?

To find the locations and contact details of government-funded independent advocates near you, go to <http://disabilityadvocacyfinder.dss.gov.au>

NDIS Participant Charter of Rights & Responsibilities

You have the right to:

- Be treated with respect and dignity; the freedom of choices and decisions that affect your life; and the right to enjoy social and economic life as part of the community.
- Privacy and confidentiality, and for your personal information to be protected. This includes your medical and financial information, and extends to interaction on Social Media.
- Control and determine who has your permission to speak and act on your behalf, and we can support you to appoint an advocate or independent

person of your choice who will represent you and your wishes.

- Practice your culture and express diversity in your own way.
- Be safe, and NDIS staff must remain professional by following important rules and laws. This means they must not have a sexual relationship with you, and must not engage with anyone under 18 via Social Media
- Sexual intimacy and to express your gender identity as you wish
- Exercise informed choice and control
- Access supports that promote, uphold and respect their legal and human rights
- Have freedom of expression, self-determination and decision-making
- Access supports that respect culture, diversity, values and beliefs and be supported to do so
- Access a service that respects their dignity and right to privacy
- Support access to make informed choices to maximise their independence
- Access supports free from violence, abuse, neglect, exploitation or discrimination
- Receive supports which are overseen by strong operational management
- Access services which are safeguarded by caring carers who work within a well-managed risk and incident management system
- Receive services from workers who are competent, qualified and have expertise in providing person-centred supports
- Consent to the sharing of information between providers during transition periods
- Select to opt-out of providing information, as required by NDIS.

You will take responsibility to:

- Respect the rights of our Staff; to ensure a workplace that is safe, healthy and free from harassment
- Abide by the terms of their agreement with us
- Understand that their needs may change and, correspondingly, services provided may need to change to meet their needs
- Accept responsibility for their actions and choices, even though some decisions may involve risk
- Be responsible for your behaviour, including appropriate sexual practice and expression, and where others may be offended, staff may discuss

this with you in a caring manner

- **Inform us if they have any problems with our Staff or the services received**
- **Share appropriate information to develop, deliver and review their support plan**
- **Care for their health and wellbeing, as much as they're able to**
- **Provide information that will help us better meet their needs**
- **Provide us with a minimum of 24-hours' notice if they won't be home for their service**
- **Understand that our Staff are only authorised to perform the agreed number of hours and tasks outlined in their service agreement**
- **Contribute and participate in the safety assessments of their home**
- **Control pets during service provision**
- **Provide a smoke-free working environment**
- **Pay the agreed amount for the services provided**
- **Inform us in writing (where able) and provide appropriate notice before terminating our service**
- **Advise our Staff, when asked, if they wish to opt-out of a service.**

Complaints and Feedback

It is okay to complain if you are not happy.

Tell us when you are upset about:

- **The service you received.**
- **The product does not work the way it was intended for.**
- **The product is broken**

You can talk to the service manager.

You can ask someone you trust to help you complain. You can ask an Advocate to help you. An Advocate is someone who speaks up for you if you cannot speak up for yourself.

Not sure who to help you?

Talk to the manager who will help you find someone. We will try to fix your problem. We will talk to you about your problem. We will keep anything you say private.

If you're still not happy, you can tell: NDIS Commission Phoning: 1800 035 544 (free call from landlines) or TTY 133 677. Interpreters can be arranged. National Relay Service and ask for 1800 035 544 Completing a complaint contact form.

Incidents

What is an Incident?

- Any time a provider caused you harm.
- Any time a provided could have caused you harm.
- When you hurt someone else.
- When someone feels that you are going to hurt them.

A reportable incident (death, serious injury, abuse, neglect, sexual misconduct, restrictive practices)

We record what is said and done during the incident including:

- Description of what happened
- Who saw the incident
- When you told the worker

Management is told what happened

We will listen and talk to you or your advocate about what happened and how to fix it. You should know what is happening so we will:

- Ask you for feedback
- Talk to you about what happened
- Consult with you or your advocate through the process.
- Your ideas about any changes that would help in the future

You are important to us, so we:

- Provide support and assistance
- Make sure you are safe
- Look after your health and wellbeing

If we make changes to correct what happened, we may

- change our practices
- change our policies and procedures
- train our staff

There are times that we must tell NDIS Commission if there is an incident. For Example: If you or any of our participants are badly hurt in any way by anyone. This is called a Critical or Reportable Incident.

What happens if there is a reportable or critical incident?

Management will fill out an Incident Form. The Incident Report is sent to NDIS Commission.

Information about cancellation of services

Like all employers, we pay our workers according to the time they work. They set up their calendars to serve you, your schedule and your requirements. Unless they have adequate notice, they cannot reschedule their time and work.

Therefore, the organisation requires at least one full business days' notice when there is a need to cancel an appointment. If you do not provide one full business days' notice, then you agree that the organisation may charge cancellation fees.

The following circumstances do not apply to one full business days' notice:

- Where you require urgent medical or hospital treatment and are able to provide medical evidence of such.

If you do not provide the appropriate notice to keep the scheduled arrangement for the support, we will try to contact you to determine if there is an additional problem (e.g. an accident and you cannot raise the alarm, the informal supporters are in crisis and additional support is likely to be required).

No fee is payable by yourself, if we cancel or if we cannot deliver the agreed supports.
