

CLIENT HANDBOOK

About myAbility

myAbility is an Allied Health Practice that specialises in adult **Occupational Therapy**, servicing participants funded through the National Disability Insurance Scheme (NDIS). The focus of services at myAbility centres around assessment and interventions for optimising independence in the area of **life skills**. myAbility highly values providing services that are innovative, goal directed and provide practical intervention.

Contact Details

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Our Services

The focus of interventions at myAbility centres around assessment and intervention for optimising independence in the area of life skills.

Life Skills may include but are not limited to:

- Meal Planning
- Meal Preparation
- Shopping
- Money Handling
- Bill Paying
- Budgeting
- Public Transport Training
- Personal Care Routine
- Weekly Planning and General Organisational Skills
- Pet Care
- Home Care and Cleaning
- Laundry

Service Quality

To deliver our services, myAbility must:

- comply with the *NDIS Act 2013 (Cwth)*;
- comply with all relevant State and Commonwealth Government legislation and regulations
- ensure all service providers are suitably registered with a relevant governing body

NDIS Code of Conduct

myAbility and its staff comply with the NDIS Code of Conduct. In providing supports or services to people with disability, myAbility and its staff must:

- act with respect for individual rights to freedom of expression, self-determination and decision-making in accordance with applicable laws and conventions;
- respect the privacy of people with disability;
- provide supports and services in a safe and competent manner, with care and skill;
- act with integrity, honesty and transparency;
- promptly take steps to raise and act on concerns about matters that may impact the quality and safety of supports and services provided to people with disability;
- take all reasonable steps to prevent and respond to all forms of violence against, and exploitation, neglect and abuse of, people with disability; and
- take all reasonable steps to prevent and respond to sexual misconduct.

Anyone can raise a complaint about potential breaches of the *NDIS Code of Conduct*. See the Feedback, Compliments and Complaints section of this booklet for more information.

Your Rights

myAbility respects and fully commits to upholding the rights of all people, including those with disabilities. We are also committed to ensuring you are aware of your rights and responsibilities and are supported to exercise them.

In supporting you to exercise your rights, we must comply with the United Nations Universal Declaration of Human Rights, United Nations Convention on the Rights of Persons with Disabilities, National Disability Insurance Scheme Act 2013 and NDIS Code of Conduct.

In supporting you to exercise your rights, we must comply with the *United Nations Universal Declaration of Human Rights, United Nations Convention on the Rights of Persons with Disabilities, the United Nations Declaration on the Rights of the Child,* *NDIS Act 2013 (Cth)*, [State/Territory Legislation: QLD: Human Rights Act 2019, Anti-Discrimination Act 1991; ACT: Human Rights Act 2004, Discrimination Act 1991; VIC: Charter of Human Rights and Responsibilities Act 2006, Equal Opportunity Act 2010, Racial and Religious Tolerance Act 2001; NSW: Anti-Discrimination Act 1977; NT: Anti-Discrimination Act 1992; SA: Equal Opportunity Act 1984; TAS: Anti-Discrimination Act 1998; WA: Equal Opportunity Act 1984 and NDIS Practice Standards (2018).

You have the Right to access supports that:

- promote, uphold and respect your legal and human rights;
- respect your culture, diversity, values and beliefs;

- respect and protect your dignity and right to privacy;
- are free from violence, abuse, neglect, exploitation or discrimination; and
- allow you to exercise informed choice and control.

It is our responsibility to:

- tell you about and uphold your rights;
- provide supports in a way that promotes, upholds and respects your rights to freedom of expression, self-determination and decision-making;
- support you to make informed choices, exercise control and maximise your independence in relation to the supports we provide;
- respect your autonomy, including your right to intimacy and sexual expression;
- provide you sufficient time to consider and review your support options and seek advice if required, at any stage of our service delivery;
- support you to access an advocate (including an independent advocate) of your choosing;
- support you to engage with your family, friends and community in the ways you want;
- treat you with fairly, with courtesy, dignity and respect and without discrimination;
- give you information about our services and associated costs, as well as other support options, within and outside myAbility;
- involve you in decisions about your supports, as well as our programs and policies;
- provide services that consider and respect your lifestyle, cultural, linguistic and religious background and preferences;
- protect your personal information and only use it for the right reasons;
- support you to provide us with feedback on our service, including complaints;
- promptly address enquiries and complaints about the supports you are receiving;
- support you to connect with other services, including advocates, interpreters and translators, if needed;
- support you to have a person to speak on your behalf for any purpose; and
- provide safe and appropriate services that are culturally relevant and support your needs and goals.

As our client we ask that you:

- provide us with information that will help us to best support you;
- tell us if things change or you cannot keep an appointment or commitment;
- act respectfully and safely towards other people using the service, and towards our staff;
- provide us with feedback about our service and how we can improve;
- promptly pay the agreed fees associated with your services; and
- tell us as early as possible if our services are not required.

Diversity and Participation

All aspects of myAbility's service delivery promote participants' active participation and inclusion in the community. We support participants to develop and maintain their independence, problem solving, social and self-care skills, as appropriate to their age, developmental stage, cultural background, or other needs and goals.

Ways we do this include:

- delivering services in a way that respects individuals' personal, gender, sexual, cultural,

- religious, or spiritual identity;
- employing and developing a diverse and culturally competent workforce;
- working collaboratively with disability-specific, mainstream, Aboriginal and Torres Strait Islander and Culturally and Linguistically Diverse services to support holistic service delivery; and
- using a strengths-based approach to identify individual participant needs and life goals, particularly in relation to recognising the importance of family, extended family, kinship, cultural, spiritual, language and community ties.

Interpreting and Translation

The delivery of safe, high-quality services relies on effective communication. Where required, interpreters and translators will be made available at no cost to support your interactions with us.

Advocacy

myAbility fully supports your right to have an independent advocate support you in your interactions with us. If you'd like help finding an independent advocate, speak to one of our staff. Alternatively, you can use the Disability Advocacy Finder, which is available online at <https://disabilityadvocacyfinder.dss.gov.au/disability/ndap>.

Privacy and Confidentiality

myAbility values and respects the privacy, confidentiality and dignity of our participants and their families, as well as our staff. We collect, use, protect and release Personal Information in full compliance with relevant State and Federal privacy legislation.

myAbility will only collect information necessary for safe and effective service delivery. We will only use information for the purpose it was collected and secure it safely. When we collect your information, we will explain why we are collecting the information and how we plan to use it. We will only take photos or videos of you with your full and voluntary consent.

Information about you will only be released to other people or services with your informed consent, in an emergency, or where such disclosure is required or authorised by law.

You may access the information we hold about you, including in order to update or correct it, subject to certain exceptions. If you wish to access your information, please speak to a staff member.

When your information is no longer needed for the purpose for which it was obtained, we will destroy or permanently de-identify it.

You can request myAbility's full Privacy Statement from any of our staff members.

Feedback, Compliments and Complaints

Compliments, complaints and other feedback provide us with valuable information about your satisfaction with our services. Feedback is taken seriously by myAbility and is seen as an opportunity

for improvement.

We encourage feedback and comments on the services we provide, both positive and negative. Whether a compliment or complaint, your feedback will be treated with confidentiality and sensitivity.

Feedback, compliments and complaints can be lodged:

- directly with a staff member, either verbally or by providing a completed Feedback, Compliments and Complaints Form;
- by email to: feedback@myability.com.au;
- by phone on: 03 9016 3434;

Your complaint will be formally acknowledged within 55 working days. We aim to respond to all complaints and grievances as quickly as possible, and within 28 working days from acknowledgement.

All feedback and complaints will be used by myAbility to continuously improve our service delivery.

Feedback and Continuous Improvement

In addition to the above, myAbility is continually seeking feedback on how we can improve the services we provide. This includes through satisfaction surveys, requests for feedback by staff after you interact with us and involving you in our service delivery planning and review processes. Please feel free to provide any suggestions or ideas you have to a staff member.

Complaints

We encourage anyone with a complaint to speak directly to a myAbility staff member in the first instance, who will attempt to resolve the issue immediately. If the matter cannot be resolved promptly or within 24 hours, it will be escalated to myAbilities managing directors.

You can use myAbility's Feedback and Complaints Form to formally lodge your complaint and a staff member can assist you to do this if you wish.

Your complaint will be formally acknowledged within 5 working days. We aim to respond to all complaints and grievances as quickly as possible, and within 28 working days from acknowledgement. If a complaint cannot be responded to in full within 28 days of acknowledgement, you will be provided with an update, which will include when a full response can be expected.

All feedback and complaints will be used by myAbility to continuously improve our service delivery.

Escalating Complaints

If you feel a complaint has not been sufficiently or appropriately addressed, you can seek further support through any of the following agencies:

NDIS Quality and Safeguards Commission

- Online: www.ndiscommission.gov.au
- Phone: 1800 035 544.

Australian Human Rights Commission

- Phone: 1300 656 419
- Online: humanrights.gov.au

The Victorian Equal Opportunity and Human Rights Commission (for complaints relating to human rights and discrimination):

Online: www.humanrightscommission.vic.gov.au;

Phone: 1300 292 153;

Email: complaints@veohrc.vic.gov.au; and

Post: Level 3, 204 Lygon Street, Carlton, VIC, 3053.

Participants also have rights and protections under the Australian Consumer Law (ACL), including provisions on customer guarantees and unfair contract terms. [Consumer Affairs Victoria](#) provides information and advice about customer disputes under the ACL.

In addition, participants can contact the [Australian Securities and Investments Commission \(ASIC\)](#) if they have concerns regarding consumer protection in relation to finances.

Accessing myAbility's Services

We aim to provide accessible services to you that are safe, engaging and responsive to your support and communication needs.

To be eligible to receive myAbility's services, a participant must meet the following eligibility criteria. The person must:

- have one or more identified intellectual, cognitive, neurological, sensory or physical impairments that are, or are likely to be, permanent;
- have one or more identified impairments that are attributable to a psychiatric condition and are, or are likely to be, permanent; or
- be a child who has a disability like those described above or a developmental delay.

Consideration must also be given to the participant's Priority of Access by examining:

- their relative need compared to others who receive or want to receive services;
- any additional needs they have;
- the extent to which myAbility can contribute to those needs being met;
- the resources available within myAbility to meet the participant's needs;
- other services the participant receives and how myAbility's services will complement those and contribute to improved outcomes for the participant; and
- the best interests of the participant.

Anyone wishing to access our services must participate in an Intake Interview. Where required, we will provide you with information and support to access a person of your choice, such as an advocate, to assist you in this process. The purpose of this interview is to assess your needs and whether myAbility is able to support you. You will be contacted within 5 working days of the Intake Interview and advised of the outcome.

If you are offered services and accept, we will work with you and your supporters to assess your needs

and develop and agree upon a Service Agreement. This will be completed during an Assessment and Planning Interview, which will take place as soon as is practicable from the date of your acceptance.

We will review the provision of your supports every 12 months with you and your supporters. Flexibility will be provided in regard to the timing of review assessments, based on your needs and wishes, and you can request a review at any time.

Service Refusal

We will accept your choice if we offer you a service and you choose not to accept. myAbility may refuse to offer a person service where:

- they do not meet our eligibility requirements;
- other potential participants are assessed as a higher priority based on our Priority of Access considerations;
- we do not have the capacity to cater to additional participants; or
- we do not have the resources to cater to the specific needs of the person.

Where services cannot be provided, we will assist you with referrals and support to access alternative services.

Waiting List Processes

A person who meets myAbility's eligibility requirements and cannot be offered a service due to lack of service capacity can elect to be placed on our Waiting List. Potential clients on our waiting list will be provided with a Quotation Schedule however no formal Service Agreements will be signed until services are able to be commenced. Clients placed on the waiting list will be encouraged to seek alternative service providers with a capacity to commence service provision immediately if the need is urgent. In addition, these clients will also be encouraged to contact myAbility after one month to enquire about the status of their position on the waiting list. myAbility will initiate contact at a minimum of every three months to advise status of waiting list position to relevant clients. Specifically:

- advise you of your current Waiting List status;
- check whether you want to remain on the list;
- provide direction to source other service providers if required; and
- advise the estimated wait time remaining.

Appeal

Any person refused services has the right to appeal. Appeals should be directed in writing to the Managing Director via email admin@myability.com.au

Leaving myAbility's Services

All participants have the right to exit myAbility's services at any time and a decision to do so will not prejudice future access to the service. You must give us at least 21 days' notice if you wish to leave our services before the end date in your Service Agreement.

All participants exiting the service will be offered an Exit Interview, where we can discuss the reason

for them leaving and obtain feedback about how we can improve our processes. We also provide assistance and resources to support people exiting or changing services. This includes an agreed Exit Plan, as well as the identification of, referral to and support accessing alternative services.

Participants who have chosen to exit our services have the right to re-access services without having to follow formal access processes, provided the request is made within a reasonable timeframe from the cessation of services, there have been no significant changes to the client's status necessitating re-assessment and the necessary resources are available.

If you wish to end your service provision, please speak to a myAbility staff member.

Service Termination

myAbility may terminate a participant's services when:

- they are unwilling over a period of time to work towards agreed goals;
- other people using the service, staff or the person themselves are at risk of harm;
- financial requirements are not being met;
- severe incompatibility with other participants using the service is displayed; or
- dramatic health changes require significantly increased levels of care or a service model not provided by myAbility.

Any person whose services are terminated have the right to appeal. Appeals should be directed in writing to the Managing Director via email admin@myability.com.au

Fees and Charges

We will discuss fees with you before providing services and include all fees in a Service Agreement. The Service Agreement contains detailed information about the services we will provide you and when fees must be paid. This must be agreed to by you before services can commence.

myAbility will provide you with regular invoices to assist you to manage payment for our services. If you have difficulty paying your fees for any reason, we encourage you to discuss this with a staff member so that mutually acceptable payment arrangements can be put in place.

Cancellation for myAbility services with more than 72 hours' notice will incur not incur any fees. Cancellation for services with less than 72 hours' notice, may incur up to 100% appointment fee.

Freedom from Harm, Abuse and Neglect

When taking part in our services, you have the right to be free from harm and any form of abuse or neglect. myAbility treats any allegation of abuse, assault or neglect very seriously. Allegations may be subject to both mandatory reporting and police involvement. If you have any concerns or are aware of a situation where abuse or neglect may be occurring, please notify a myAbility staff member.

myAbility employs skilled staff who respect the rights of people with disability, are aware of current policies and legislation pertaining to abuse, neglect and unexplained absences and will support people and their families, guardians and advocates to access complaint mechanisms and raise any concerns they have about our services. All staff undergo comprehensive criminal history screening and other

mandatory checks prior to employment.

Work Health and Safety

myAbility is committed to providing services in a safe and healthy environment. Work Health and Safety (WH&S) is the responsibility of all myAbility stakeholders – including staff, volunteers, participants, families, carers and visitors. We ask that you report any hazards or risks you become aware of and act in a way that protects yours and others' health and safety when participating in our services.

Where services are provided by myAbility in your home, we expect that you, or the owner of the premises, will take responsibility for your safety and the safety of our staff working there. As far as practicable, please ensure that the premises are safe for our staff and meets all relevant building regulations or legislation. If you cannot perform or arrange for appropriate safety checks, this service can be included in your care plan or arranged with another service with our support.

Community Participation and Inclusion

myAbility is committed to working with you to dismantle barriers, change attitudes and promote positive attitudes to create opportunities for your full inclusion and participation in your community. We work closely with a range of organisations to support you and encourage you to speak to a staff member if you have any specific needs or goals that could be met by another organisation.

