



Policy name & ID code	<i>Service Access and Participant Rights Policy SD 1.0</i>
Version	<i>V1.0</i>
e.motion21 and Impact21	<i>All references to e.motion21 is inclusive of all e.motion21 Programs including but not limited to Impact21 unless otherwise specifically stated</i>
Responsibility	<i>Chief Executive Officer</i>
Date of currency	<i>July 2020</i>
Date of next review	<i>April 2022- or following a change in related regulation or guidelines or a reportable incident</i>
Relevant standards & Acts	<i>NDIS Quality and Standards Commission – July 2019 NDIS Practice Standards and Quality Indicators – Jan 2020 Version 3 Disability Discrimination Act, 1992 (Cth), Section 45 Victorian Charter of Human Rights Rules and Guidelines - NDIS Incident Management and Reportable Incident Rules 2018 and NDIS Complaints Management and Resolution Rules 2018 UN Convention of the Rights of Persons with Disabilities</i>

Our Vision

We believe in an inclusive future where people with Down syndrome and intellectual disability are flourishing and active contributors to society economically, socially and creatively. We do this through Moving Bodies, Moving Boundaries and Moving Minds. This is what we stand for, and how we are making Australia a better place.

Through dance, fitness, education and employment programs we are enhancing lives and changing perceptions of Down syndrome and intellectual disability within society.

Purpose

- To specify e.motion21's primary participant base are children and young people with Down syndrome and clarify the exemption to do this without breach of the Discrimination Legislation
- To reinforce that in all services we offer the rights of people with a disability are upheld as valued members of the community
- To support and promote the participation and voice of people with a disability
- To support and promote service participant's rights underpinned by the various human rights conventions in Australia
- To outline the responsibilities of the participant when participating in e.motion21 program
- To support and promote 'he participants' right to use an independent advocate when interacting with any aspect of the service.

Policy

Access to e.motion21's programs is based on the diagnosis of Down syndrome and age (over four (4) years of age). Further information relating to the participant (including other diagnoses, gender, cultural background, medical and behavioural support points of note) is captured in the enrolment form/service agreement.

e.motion21 respects the rights of any child/adult/family who chooses to access our services and the rights of our staff, contractors and volunteers.

e.motion21 is committed to acting for and on behalf of the people we support to ensure that their rights and best interests are protected and recognised at all times.

We expect that all staff, contract teachers and volunteers (Our People) will treat each person with dignity and respect as an individual and value their unique contribution. We believe that each person should be encouraged and supported to exercise choice and control and participate in their community to the fullest extent that they wish. To achieve this, we work with the wider community to improve inclusion by raising community awareness about issues affecting people living with Down syndrome and intellectual disability through our programs of dance, fitness, education and employment

Disability advocacy ensures the human and legal rights of people with disability are promoted and protected so that people with disabilities are empowered to speak and can fully participate in the community.

e.motion21 will provide assistance and support including referring and facilitating access to an advocate to ensure that:

- the rights of our participants are upheld as valued members of the community
- issues relating to a participant’s services can be referred or escalated

The need for advocacy can be identified in several ways:

- advocacy referral details provided or a facilitated introduction to an advocate when requested by a participant
- family or key support person might also request advocacy support
- e.motion21 may advise the benefit of an advocate or refer the individual to an advocate because we feel the individual will be compromised without independent advocacy

Advocacy strategies may include:

- acting with, or making representation on behalf of a participant at their request or with their permission
- referrals to appropriate bodies to affect the resolution of complaints, following advising the participant
- influencing policies and practices to promote fair treatment and social justice for people with a disability

Self-advocacy

Self-advocacy plays a significant role in enabling people with disability to develop skills to ensure that their rights and interests are respected and realised.

e.motion21 is committed to supporting and encouraging the self-advocacy of participants and will facilitate our participants to:

- speaking on one's own behalf
- understanding their rights
- making clear, realistic choices that will benefit them
- including the right to dignity of risk in decision making and respecting their autonomy is respected including their right to intimacy and sexual expression
- the opportunity to learn new skills.

Responsibilities

Every person working or volunteering at e.motion21 is responsible for understanding and supporting participants’ rights and their right to use an independent advocate.

Related Policy/Procedure	Forms
Code of Conduct	Incident Form
Diversity and Equal Opportunity Policy	Feedback Form (Website)
Service Exit Procedure	Enrolment Form (Website)
Privacy and Confidentiality Policy	
Neglect and Abuse Policy	
Incident Reporting Procedure	

Process

Service Access:

Referrals are accepted from multiple agencies and e.motion21 works within a network of disability service organisations to provide information on services that are available.

e.motion21

1. Main point of contact is the e.motion21/Impact21 website. Other avenues include phone, referral from an agency and program flyer
2. Completion of enrolment form to generate a Service Agreement (website form) and
3. Completion of participant profile including goals as well as class selection in Dance Studio Pro
4. Participant has an opportunity for an initial trial
5. Invoices are processed in accordance with the school term – Fees can be paid using self-funding, NDIS plan funding
6. Participants are required to review their individual profile details usually at the beginning of the year or whenever there is a change – class selection can be changed throughout the year particularly online classes
7. NDIS participants are required to renew their service agreement on the website enrolment form to align with their respective NDIS plan dates
8. If a participant wishes to exit the service, written notice is to be given in accordance with the Service Agreement, and the Service Exit Process will begin (see Service Exit Process and Survey)

Impact21

1. Impact21 has a specific eligibility criteria and enrolment process through the Impact21 website. This involved an online submission, interview and validation stages, prior to a service agreement being offered
2. Impact21 invoicing is monthly and pricing is based on the NDIS pricing schedule. Impact21 Employment Course is a 24-month Capacity Building education and employment program
3. If a participant wishes to exit the service, written notice must be given in accordance with the Service Agreement and the Service Exit Process will begin (see Service Exit Process and Survey)

Translating and Interpreting and Auslan Services

In order to facilitate the full participation of people who may require translation or interpreting services the following contacts are provided.

Languages other than English

Translating & Interpreting Service – Free service through the Department of Home Affairs. e.motion21 has an account which can be accessed through Head office <https://www.tisnational.gov.au/>

Auslan

Participants who use Auslan services and have this service included in their NDIS plan can use interpreters in classes and other events and meetings. e.motion21 will assist with access to this service through the National Auslan booking service by contacting Head office with the detail or the individual can book independently.

Auslan Interpreter booking service - <https://www.nabs.org.au/book-an-interpreter.html> or sms 0427 671 261

Advocacy

Our people all work to promote and support self-advocacy amongst participants.

Where a participant chooses to use an independent advocate the relevant Program Director will interact with this person. The Program Director will also work with a participant and/or their family in referring them to various independent advocates should we be requested to do so by the participant. A list of independent advocates is on the organisation's website. <https://emotion21.org.au/contact-us/>

e.motion21 staff, contract teachers and volunteers will cooperate with an independent advocate and work with them to best fulfil the needs of the participant. While working with the advocate, e.motion21 will maintain all lines of communication with both the advocate and the participant.

Privacy

Though an advocate may be used at the request of a participant, e.motion21 will respect and maintain the privacy of the participant in accordance with the organisation's Privacy Policy. Any requests, from an advocate, for the personal information of a participant will be directed to the person in writing, by e.motion21.

Universal Rights

People with Disability have rights and responsibilities protected by all levels of government.

- Victorian charter of Human Rights 2006 <https://www.humanrights.vic.gov.au/hub/disability-rights/>
- Australian Human Rights commission Act – Disability Discrimination Act 1992 <https://humanrights.gov.au/our-work/disability-rights>
- United Nations Convention on the Rights of Persons with Disability <https://www.un.org/development/desa/disabilities/convention-on-the-rights-of-persons-with-disabilities.html>

Participants can make a complaint if they think they have been discriminated against, sexually harassed, victimised or vilified directly to the Victorian Equal Opportunity & Human rights Commission
Call 1300 292 153 or online <https://makeacomplaint.humanrights.vic.gov.au/>

At e.motion21 we believe and uphold that every child, adult, family, staff member, contractor and volunteer have the universal right to be safe, to be treated with respect and have their dignity upheld.

e.motion21 respects Participant Rights and Responsibilities

Participant Right	Participant Responsibility
Full information about service	To access online documents and request hard copies if you wish; to read any newsletters, e-blasts, other information sent via email by e.motion21. To request hard copies please email info@emotion21.org.au or post: e.motion21 188 High Street Kew or telephone +61 3 9854 7100.
Reliable, coordinated, safe, quality services	To ask questions if you are unsure about any aspect of service delivery or strategies; to provide feedback via the online feedback form on the e.motion21 website, go to 'contact us' or send an email info@emotion21.org.au or telephone: +61 3 9854 7100 to the e.motion21 Office.
To be treated, accepted and respected as an individual	To abide by any agreements/service plans; attend booked classes regularly or advise the e.motion21 if I am unable to attend via email info@emotion21.org.au or telephone +61 3 9854 7100, and the Learning Facilitator directly for Impact21. If you want to leave the program you must tell e.motion21 Office in writing in accordance with the Service Agreement either via email info@emotion21.org.au or post: 188 High Street Kew VIC 3101.
Being treated with dignity and respect and without abuse, discrimination, harassment or neglect	You will tell us if you are not feeling safe or respected and work with us to help make this better for you. You can do this via the contact us section on the e.motion21 website. If we are investigating a matter, we encourage you to help by telling us things you have seen or heard. This will help others feel safe and respected. From time to time we will ask you to tell us how things are going and how you feel about the services we provide – this is usually by a survey, we encourage you to be open and tell us how you feel and what could be better
Respect for your cultural, religious background and practices and without discrimination	You will treat other participants, families, client's carers, staff and volunteers with courtesy and respect, including through the use of social media. Just the way you would like others to treat you.

Personal privacy and confidentiality respected	Give e.motion21 reasonable access to information to be able to provide agreed services fully informed, we will hold this information securely and only use this information for your services
Provide you with access to your personal files if requested by you	Please contact the e.motion21 Office via email info@emotion21.org.au or telephone +61 3 9854 7100 regarding your personal files.
To provide feedback and complaints and to take action to resolve disputes	You accept personal responsibility for your actions and choices
To have access to advocates of your choice	You will give us information about the people or agencies that you have chosen to be your representative or advocate and any particular processes you wish to use for us to ensure you can be heard and have any issues resolve as satisfactorily and quickly as possible
Being free from repercussion or a well-founded fear of reprisal in any form for taking action to obtain your rights	You will be respectful of our people and processes so that there is mutual respect between you and your support person or advocate and our people at all times and in the process of resolving differences or you expressing your rights
To receive an agreement regarding services provided	You will read and ask questions if you do not understand any part of the service agreement. Once agreed you will abide by the terms and conditions of in the agreement and the code of conduct.
Full and effective use of your personal, civil, legal and consumer rights	Read the information that the NDIS and e.motion21 has available on their websites and be aware of the personal, civil, legal and consumer rights of participants, families, clients, carers, staff and volunteers
Have access to information about your rights when participating with e.motion21	To read information provided by e.motion21 on the rights and responsibilities while participating in our programs and to ask questions if I don't understand or need more information.

e.motion21 Service Provision Conditions

e.motion21 provides services conditional upon our capacity to ensure that children, adults, families, staff, contractors and volunteers feel safe and respected.

e.motion21 is bound by the Occupational Health and Safety Act 2004, NDIS Practice Standards to ensure that our people are not subject to verbal or physical abuse, bullying, harassment or intimidation.

If these conditions cannot be met we will need to make different arrangements such as:

- providing services in a different method
- providing services at a different location
- ceasing providing services

e.motion21 is committed to the safety of participants, families, carers, staff, contract teachers and volunteers and reserves the right to postpone or withdraw services if we are not able to put in place strategies to manage and mitigate risks.