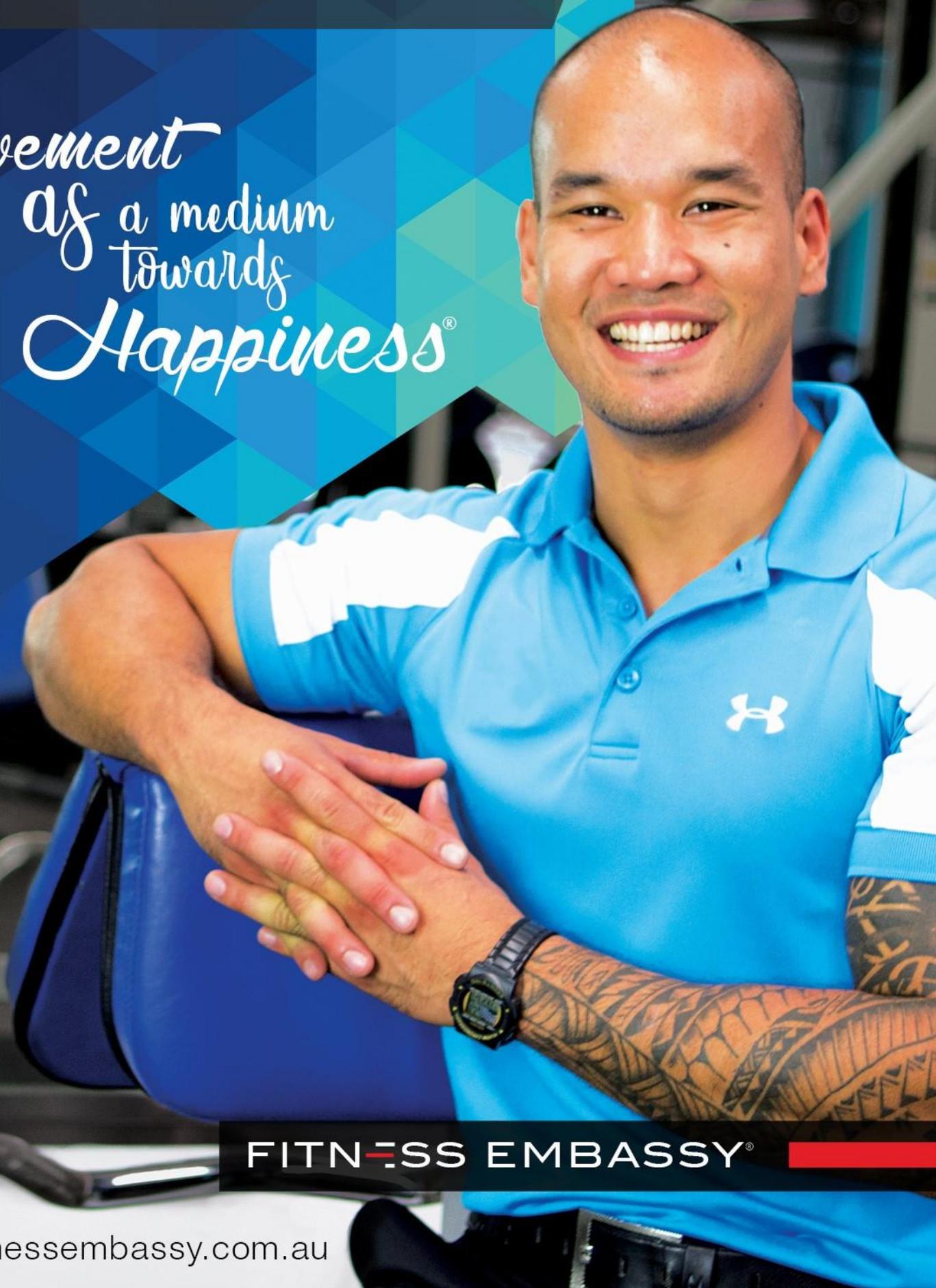


POLICIES AND PROCEDURES MANUAL

*Movement
of a medium
towards
Happiness[®]*



FITNESS EMBASSY[®]



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Disclaimer

PURPOSE

Transparency and integrity are two key pillars in ensuring that Fitness Embassy® delivers a cultural experience for its clients where Movement is a Medium Towards Happiness®.

The following document contains information that is current at the date of publication. Whilst Fitness Embassy® will take all care to ensure the information in this document is current and accurate, changes in regulations, governance or legislation after the publication date may impact on the accuracy of the information contained herewith.

Fitness Embassy® reserves the right to amend any information described in this document without notice. If any amendments are done, the document in its updated version will be available online by visiting www.fitnessembassy.com.au and available to access as soon as practicable.

This document has been created as a resource for clients, participants and their families, and Fitness Embassy® Partners. Information within this document pertaining to Fitness Embassy® should be read prior to contacting and using the services delivered by Fitness Embassy® and its Fitness Embassy® Partners.

Where there are changes to agreed services and Service Level Agreements, SLA Fitness Embassy® will advise the client or participant and their associated parties (Eg. parent, primary carer, support worker, local area coordinator) where applicable, as soon as practicable.

Our General Manager, Janine Cameron, is here to support potential and existing clients throughout their fitness journey with Fitness Embassy®. Janine will be a client's first point of contact for all matters detailing the services delivered and information regarding the National Disability Insurance Scheme, NDIS (where applicable) and all other administration services.

Please contact Janine Cameron at janine@fitnessembassy.com.au or on 02 8889 2840.

We take this opportunity to wish all our clients every success with Fitness Embassy® and hope that their time with us is the start of an exciting movement culture.



Company Details

REGISTRATION

Fitness Embassy Pty Ltd

ABN 33 615 412 372

CONTACT

H142

24-28 Lexington Drive

Bella Vista NSW 2153

Head office: 02 8889 2840

www.fitnessembassy.com.au

OPENING HOURS

Monday to Friday

9:00am – 8:00pm

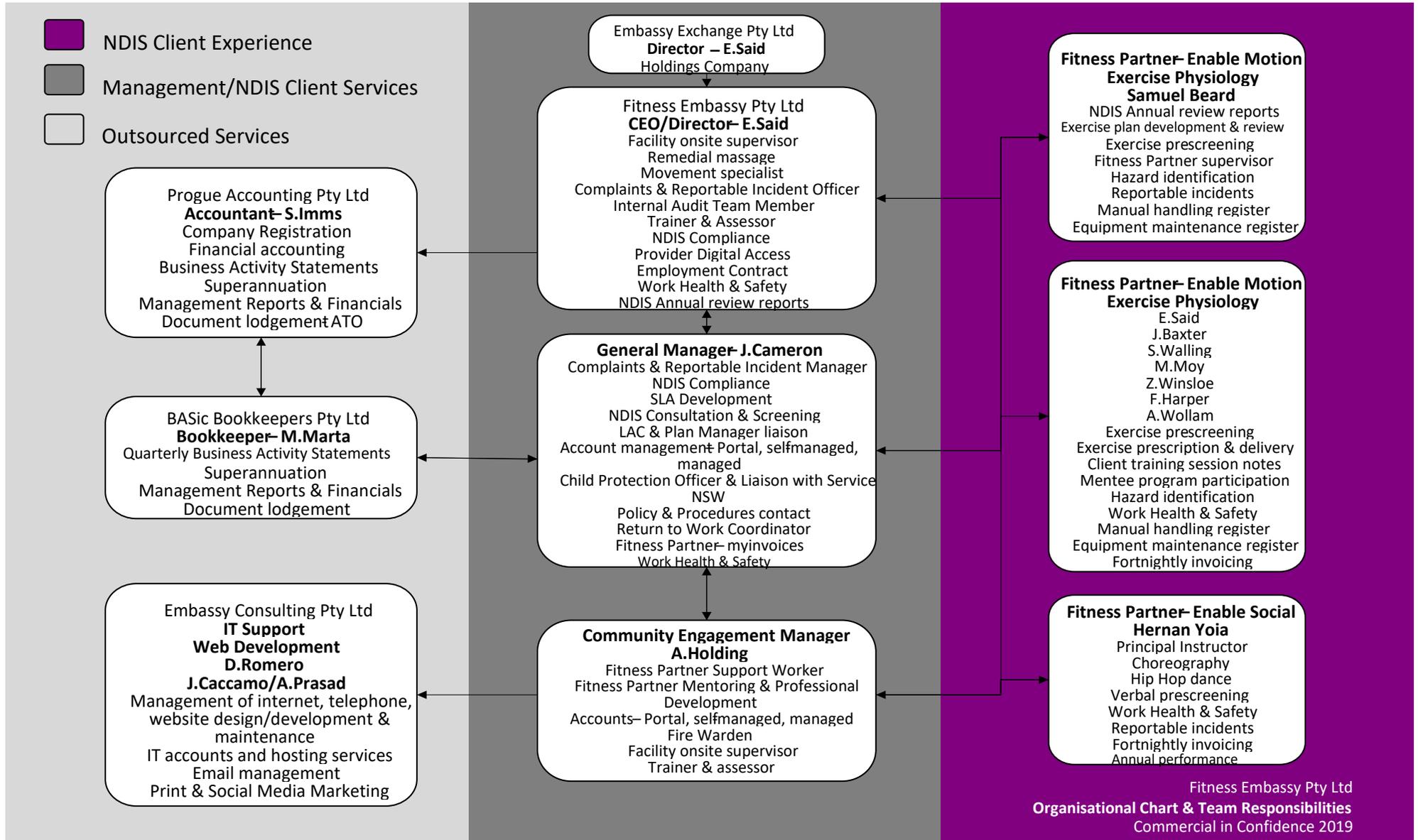
Saturday

9:00am – 3:00pm

Sunday & Public Holidays

Closed

Fitness Embassy® Organisational Chart & Team Responsibilities



Definitions of Terms

This document includes specific terminology that is supported by Fitness Embassy® and its commitment to promoting a fitness and wellbeing cultural experience for its community.

This may include but is not limited to the following: -

- *All Staff* – including Chief Executive Officer (CEO), General Manager, IT Manager, Social Media marketer, and casual staff
- *All Fitness Embassy® Partners/Contractors* – as outlined in their contractual employment agreement “The Agreement” delivering Enable Motion and Enable Social programs and participating in Mentoring and Professional Pathway Programs
- *Fitness Embassy® Partner Supervisor* – a Senior Fitness Embassy® employee with a Diploma of Fitness or Bachelor of Exercise Sports Science or Bachelor of Exercise Physiology education and training
- *All Clients* – including NDIS Participants and All Abilities patrons
- *NDIS* – The National Disability Insurance Scheme providing disability support to Participants
- *NDIS Participant* – A recipient of the NDIS provisions and support services delivered by Fitness Embassy® as outlined in their Service Level Agreement, SLA
- *NDIS Registered Provider* – Refers to a company that provides products or services to those who are funded under the NDIS. This company is registered to provide such services
- *Carer* – An NDIS Participant’s parent or guardian supporting the daily needs of the Participant
- *All Abilities Program* – includes Fitness Embassy® participants who undergo one on one or small group fitness sessions under the NDIS with a Fitness Partner, namely Enable Motion and Enable Social Programs
- *NDIS Quality and Safeguards Commission* – refers to an independent agency established to improve the quality and safety of NDIS supports and services
- *Disability* – is term that refers to a physical or mental condition that limits a person’s movements, senses or activities. Informally, a person may be mentioned in relation to their disability for example: -
 - *Low Functioning* - refers to autistic people with cognitive impairments impacting social communications or interactions and behaviour, and lack of social or emotional reciprocity.
 - *High Functioning* - refers to autistic people who can perform activities of daily living, ADLs that may or may not support
- *Service Level Agreement, SLA* – a contractual fee for service agreement between The Fitness Embassy® and an NDIS Participant
- *Enable Motion* – An All-Abilities program that runs for 30-minute, 45 minutes, or 60-minute movement sessions delivered by Fitness Embassy® that promotes positive behaviour routines, exercise literacy and functional movement for activities of daily living, ADLs
- *Enable Social* – An All-Abilities program that runs for 60-minutes - hip hop dance sessions choreographed and led by an instructor in a group setting to promote freedom of expression and functional movement through the arts
- *IT Manager* – Information Technology Manager who ensures all software and hardware relied on by the Fitness Embassy® is in working order and secure.
- *Cloud System* – off-site storage of client information which is accessed securely via password protected software
- *Disaster* – refers to any event that ceases business activity for greater than 10 working days Eg. Flood/natural disaster, blackout or network/electricity long term failure
- *Complainant* – a person who lodges a complaint on behalf of themselves or another person

- *Complaint* – an expression of dissatisfaction with an NDIS support or service, including how a previous complaint was handled, for which a resolution is explicitly or implicitly expected
- *Net Promoter Score, NPS* – is a management tool that can be used to measure the loyalty of a company's customer relationships and satisfaction levels
- *Emergency Services* – government services that respond to and deal with emergencies when they occur, particularly referring to the ambulance, police, and the fire brigade services
- *Incident Team* – Fitness Embassy® management including CEO, General Manager, Fire Warden, IT Manager, and may include Fitness Embassy® Partners and/or Clients
- *Reportable Incident* – refers to serious incidents or allegations which result in harm to an NDIS participant and occur in connection with NDIS supports and services
- *FE Agreement Contractor Employment: Enable Social* – dance instructor personnel who delivers a fee for service in compliance with "The Agreement"
- *FE Agreement Contractor Employment: Enable Motion* – fitness instructor personnel who delivers a fee for service in compliance with "The Agreement"
- *FE Fitness Partner Professional Development Pathway* – Level 1, 2, or 3 Professional Development Pathway for staff and/or Fitness Embassy® Partners to participate into for further career development within Fitness Embassy®
- *Privacy Act 1988* – An Australian law which regulates the handling of personal information about individuals
- *Working With Children, WWC* – is a requirement for people who work or volunteer in child-related work in NSW. It involves a National Police Check and a review of reportable workplace misconduct
- *Social Media* – best defined as websites and applications that enable users to create and share content or to participate in social networking
- *Pre-Exercise Screening* – A form completed by the client or NDIS Participant or Carer during the initial consultation process once a SLA has been developed and must be completed prior to any exercise program can be developed or undertaken.
- *Conditions of Exercise Consent Form* – A form by the client or NDIS Participant or Carer during the initial consultation process once a SLA has been developed and must be complete prior to any exercise program can be developed or undertaken.
- *Conditions of Exercise Physiology Consent Form* – A form by the client or NDIS Participant or Carer during the initial consultation process once a SLA has been developed and must be complete prior to any Exercise Physiology plan can be developed or undertaken.

Abuse & Neglect policy

PURPOSE

Fitness Embassy® is committed to establishing an organisational culture that champions the legal, ethical and human rights of all our clients and NDIS Participant clients. We will ensure they are always empowered to exercise those rights through education, information or alternative suitable resources as outlined in the relevant legislation including but not limited to: -

- Age Discrimination Act 2004
- Sex Discrimination Act 1984
- Disability Discrimination Act 1992
- Racial Discrimination Act 1975
- Australian Human Rights Commission Act 1986

SCOPE

- All staff
- All Fitness Embassy® Partners/Contractors
- All Clients
- All NDIS Participants and/or carers

POLICY

Fitness Embassy® ensures that all services provided are in a safe environment that is free from physical, emotional, sexual, financial abuse, discrimination, neglect, harm or violence.

All team members, through their own qualifications and experience, have an in-depth understanding to support the principals of fairness and human rights imbedded into all aspects of our corporate values and delivered services.

It is Fitness Embassy's® day to day intent to: -

- Ensure all clients have access to, as well as a clear and reasonable understanding of a fair and transparent system, making a complaint and reporting any breaches of their rights.
- To support clients actively collaborating and participating in the quality and type of service delivery, goal identification and direction.
- Provide information to all clients in an easily understood format prior to the commencement of our services that includes what we do, how we will do it, the expectation of the services, the time frames for the service, the frequency of the service, how the client can contact us, their rights, the Disability Service Standards and our complaints handling processes, procedures and service delivery time frames. All information outlined to be referenced clearly in the client's personal Service Level Agreement.
- Advise and involve clients in the development of any new policies or procedures that may have an impact on their service.
- Ensure that all staff including all Fitness Embassy® Partners/Contractors understand the National Standards for Disability and their role in supporting Human Rights Advocacy. This is part of ongoing training for all staff.

PREVENTION OF NEGLECT, HARM, ABUSE, EXPLOITATION OR VIOLENCE

Fitness Embassy® Staff and Partners/Contractors have a duty of care to its clients who may be affected or suspected to be affected by an employee's action or inaction. The duty of care not only refers to the actions of an employee, but also to the advice the employee may give or fail to give.

All Fitness Embassy® Staff and Partners/Contractors are to be careful about giving advice that is beyond their established qualifications or expertise. They have a legal duty to take reasonable care to prevent another person being harmed.

It may be considered committing a crime if a person become aware of a situation that is considered to be, within the definition of neglect abuse or exploitation, and not act - according to the procedure.

All staff and Fitness Embassy® Partners/Contractors are required to understand and actively act in the prevention of sexual assault, physical assault, emotional abuse, exploitation and neglect of clients by ensuring that: -

- NDIS Participants are provided with appropriate resources, education and contact support unique to their personal circumstances ensuring advocacy support needs are met.
- NDIS Participants are actively encouraged and supported by skilled employees to access complaint mechanisms, to raise concern about service delivery and to be involved in review and development of service delivery, and
- Each NDIS Participant has the opportunity to express their needs positively and to have some control and choice in their lives so that their need to rely on challenging or assaultive behaviour is minimised.

OVERALL RESPONSIBILITY OF FITNESS EMBASSY®

It is the responsibility of all staff and Fitness Embassy® Partners/Contractors to ensure that they: -

- Build and maintain a culture that will encourage and support any person who has witnessed, or suspects abuse make a report and be confident of doing so in a supportive environment without fear of retaliation or being unsupported.
- Inform employees of their responsibility to be vigilant and report any suspected abuse or neglect of clients.
- To prevent or to guide immediate and appropriate response to suspected or alleged abuse, neglect or exploitation of NDIS Participants.

PROCEDURE FOR RESPONSE TO SUSPECTED OR ALLEGED ABUSE, HARM, NEGLECT OR VIOLENCE OF PARTICIPANTS OF THE NDIS

When an employee suspects that either of the above is occurring, it is their role to respond promptly and professionally to any allegations to protect the person from harm and to facilitate access to supportive services. Responses may include but are not limited to: -

- First advised Fitness Embassy® Employees or Partners/Contractors are required to advise the General Manager immediately.
- Refer the NDIS Participant to an appropriate agency for assessment (if required).
- The NDIS commission must be notified when the incident is deemed a reportable incident - refer to **Incident management and reportable incidents policy**
- Address the short-term and long-term issues that may lead to abuse recurring, consider - is this individual at immediate risk of harm?
- In some cases, legal authorities may need to be advised
- Establish the personal wishes of the person in relation to the intervention (note that depending on age or disability relevant enquiries may be required with their guardian, carer or representative).
- All Fitness Embassy® Employees or Partners/Contractors that are in contact with the NDIS Participant are to ensure that confidentiality is maintained, and information is only provided on a 'need to know basis'.

- All documentation in regard to the NDIS Participant should be stored securely to maintain confidentiality.
- Ensure that all information relating to the allegation is file noted on the NDIS Participant's file with the specific date and time noted at the top of the document and
- Ensure all information and documentation is kept for seven (7) years

IMMEDIATE RESPONSIBILITY OF FITNESS EMBASSY®

The Fitness Embassy® Employee or Partner/Contractor must notify the General Manager immediately. The General Manager will assess the situation, talk to the client about their wishes in relation to reporting the matter to relevant authorities, which may include the police (000), Ageing, Disability and Home Care NSW (ADHC) or other relevant stakeholders. The General Manager will also inform the NDIS commission when the incident is deemed a reportable incident.

The support that Fitness Embassy's® General Manager includes providing the client with information about each stage of the process, and continually assuring the NDIS Participant that they have the right to exercise their choice over the process where possible.

If it's necessary, the General Manager should encourage the use of an independent advocate to support the NDIS participant if they wish and it's appropriate.

The General Manager will be the key support and primary contact with the NDIS Participant. The General Manager will, where appropriate, make contact with the NDIS Participant within 24 hours of being notified and request their permission to be the key contact in assisting them to manage the issues arising from the alleged/suspected /witnessed abuse of neglect. Once the NDIS Participant has agreed to work with the General Manager a complete and detailed file hand over meeting needs to take place between the first advised Fitness Embassy® staff member and the General Manager.

An alternative Fitness Embassy® representative may be identified as the key contact on the following basis:

- their positive relationship of the NDIS Participant
- their availability; and
- their skills to provide support to the NDIS Participant in relation to the allegations of abuse

ASSAULT ON AN ADULT (18 YEARS AND OVER)

Upon detection of suspected or alleged assault of a client, it is in the responsibility of all services provided by Fitness Embassy® to commence action immediately and to ensure the appropriate procedures for response are implemented.

All employees have a responsibility to report suspected and alleged instances of assault to the General Manager so they can make the appropriate decisions and follow the documented procedures required under the NDIS Standards and Code of Conduct.

WHERE MEDICAL AND/OR SUPPORT SERVICES ARE REQUIRED

In all cases of *alleged* abuse, the NDIS Participant is to be clearly advised of their right to access local health services and to receive support, medical assistance and counselling. It may be necessary to negotiate with the service being accessed for the client to be provided with communication aids or an interpreter.

There may be times where the NDIS Participant is unable to make an informed decision about whether to inform the police. In this case the NDIS Participant's guardian/carer or an advocate, will be contracted immediately by a delegated employee to make this decision on their behalf.

The police will be asked for advice on reporting, and if the reasonable suspicion is determined, the police will also advise on the management of the issues in terms of monitoring, documentation and duty of care issues. Copies of the documentation will be provided to the police with the client/guardian/person responsibilities consent in the absence of the search warrant or subpoena.

In addition, in the case of sexual assault with the client's consent the General Manager or a delegated employee needs to contact the centre of Health Sexual Assault service. People who know of or who have witnessed a sexual or a physical assault, have a responsibility under the Crimes Act 1900 S.31 6(1) to report the matter to the police and should do so.

NDIS commission must be notified when the incident is deemed reportable incident.

REPORTING THE SUSPECTED/WITNESSED ASSAULT

All Fitness Embassy® Employees and Partners/Contractors must report the matter to the General Manager or her delegate immediately and complete an Incident Report (within 24 hours). In addition, Fitness Embassy® will provide their Employees and Partners/Contractors appropriate counselling or support where required – see **Staff Bereavement & Personal Crisis Policy**.

The General Manager needs to be advised within 24 hours of the employee becoming aware of the concern. All Fitness Embassy® Employees and Partners/Contractors are required to cooperate with the NSW Police and other agencies as required.

NDIS commission must be notified when the incident is deemed reportable incident.

POTENTIAL ABUSE AND NEGLECT INCIDENTS THAT ARE ALSO REPORTABLE INCIDENTS

FITNESS EMBASSY'S® RESPONSIBILITIES

The NDIS Commissioner must be notified when the incident is deemed a 'reportable incident'. The NDIS Commissioner must be kept updated as new significant information comes and they need to be provided with the final report within 60 business days after the notification of reportable incident.

Certain reportable incidents must be reported within 24 hours of the incident in the event that the incident occurred is in connection with the provision of services by Fitness Embassy® and the reportable incident is:

- the death of a person with disability;
- the serious injury of a person with disability; or
- the abuse or neglect of a person with disability; or
- the unlawful sexual or physical contact with, or assault of, a person with disability; or
- sexual misconduct committed against, or in the presence of, a person with disability, including grooming of the person for sexual activity.

The NDIS Commissioner must be supplied with the following information:

- the name and contact details of the registered NDIS provider;
- a description of the reportable incident;
- description of the impact on, or harm caused to, the person with disability;
- the immediate actions taken in response to the reportable incident, including actions taken to ensure the health, safety and wellbeing of persons with disability affected by the incident and whether the incident has been reported to police or any other body;
- the name and contact details of the person making the notification;
- if known—the time, date and place at which the reportable incident occurred;
- the names and contact details of the persons involved in the reportable incident;
- any other information required by the Commissioner.

In circumstances Fitness Embassy® is not required to obtain or notify the NDIS commissioner of the information if obtaining the information would or could reasonably be expected to: -

- Prejudice the conduct of criminal investigation; or
- Expose a person with disability to a risk of harm

ACTION BY THE NDIS COMMISSIONER IN RELATION TO REPORTABLE INCIDENTS

The Commissioner may, upon receiving notification that a reportable incident has occurred in connection with the provision of services by Fitness Embassy®, do one or more of the following:

- refer the incident to another person or body with responsibility in relation to the incident (such as a State or Territory agency responsible for child protection);
- require or request Fitness Embassy® to undertake specified remedial action in relation to the incident within a specified period, including remedial action to ensure the health, safety and wellbeing of persons with disability affected by the incident;
- require Fitness Embassy® to carry out an internal investigation in relation to the incident, in the manner and within the timeframe specified in by the Commissioner, and to provide a report on the investigation to the Commissioner;
- require Fitness Embassy® to engage an appropriately qualified and independent expert, at their expense, to carry out an investigation in relation to the incident, in the manner and within the timeframe specified in by the Commissioner, and to provide a report on the investigation to the Commissioner;
- carry out an inquiry in relation to the incident in accordance 73Z of the Act
- take any other action that the Commissioner considers reasonable in the circumstances.

The Commissioner may provide, or require Fitness Embassy® to provide, information on the progress or outcome of the investigation to: -

- the person with disability involved in the incident (or a representative of the person); and
- with the consent of the person with disability (or a representative of the person)—any other person.

INQUIRIES BY THE COMMISSIONER IN RELATION TO REPORTABLE INCIDENTS

This section is made for the purposes of section 73Z of the Act.

- The Commissioner may authorise an inquiry in relation to a reportable incident that has occurred in connection with the provision of services by Fitness Embassy®.
- An inquiry may be carried out whether or not notification of the reportable incident or reportable incidents has been received.
- An inquiry may be carried out as the Commissioner thinks fit and the Commissioner is not bound by any rules of evidence.

The Commissioner may:

- consult with other persons, organisations and governments on matters relating to the inquiry; or
- request information that is relevant to the inquiry from any person; or
- provide opportunities for people with disability to participate in the enquiry.

The Commissioner may prepare and publish a report setting out his or her findings in relation to the inquiry.

The Commissioner must, in taking action in relation to a reportable incident, have due regard to the rules of procedural fairness.

For further information you can go to <https://www.ndiscommission.gov.au/> Or call 1800 035 544

DOCUMENTATION TO BE RETAINED

Fitness Embassy® will keep notes of what is actually said, heard and observed. Records will not be kept of interpretations, language or conjecture which may be misinterpreted. The documentation relating to any allegation will be maintained confidentially with reference to its location and placed in the NDIS Participant's file.

The General Manager will develop a detailed report and management plan within seven days of the report of abuse. The report developed will state the incident, short- and long-term management plan, clear milestones, goals, identified actions and action owners to support a proactive best practice management approach.

Wherever possible the NDIS Participant or their representative will be encouraged to be actively involved in the development of the plan. The report will ensure that all actions have been diarised by the reporting General Manager for follow up to ensure that actions have been undertaken and sufficient due diligence exhibited.

FOLLOW UP ACTIONS

Reviews and actions will clearly document all decisions, adopted strategies and supporting thought process, time frames and responsibilities that have been undertaken.

Final Reports and incident case closure considerations might include but not be limited to: -

- Ensuring the rights and the integrity of the NDIS Participants have been upheld.
- Assess what impact all interventions and overarching strategies have had on the NDIS Participant, assessment should include a term set of either positive, negative or no-impact.
- Identify that abuse has stopped and that the NDIS Participant is safe in either the short or long term.
- Clearly articulate that all reasonable measures have been undertaken to prevent a re-occurrence of the abuse.
- Ensure follow with the required medical or allied health services to ensure the correct services are in place for both the short- and long-term needs of the client.
- Consider NDIS Participant education requirements to assist them to understand what happened to them in order to increase their future personal safety through awareness.
- Identify and implement measures to reduce environmental risk factors.
- Issues of maintaining confidentiality.
- Documentation of follow up action to be placed on the NDIS Participant's file
- Recorded information and documentation are kept for seven years.

Policy Author:	Janine Cameron
Policy Owner:	Fitness Embassy®
Contact:	Janine Cameron
Key Stakeholders:	All Fitness Embassy® Staff, Fitness Partners/Contractors

Version History			
Version	Date	Author	Details
0.1	23/07/2019	Janine Cameron	Original document

Access & Eligibility for NDIS Participants

PURPOSE

Fitness Embassy® is committed to ensuring that all who want to take part in their All Abilities Programs can be given the opportunity to. The Access & Eligibility Policy outlines how Fitness Embassy® ensures Participants of the NDIS can access the program/s.

SCOPE

- All Staff
- All Fitness Embassy® Partners/Contractors
- All NDIS Participants and Carers

ELIGIBILITY

Fitness Embassy® is proud to say that our All Abilities programs are able to be accessed by any person living with a disability, whether that be a physical or an intellectual disability.

At Fitness Embassy® there are no age restrictions, no physical or mental restrictions (provided they pose no harm to themselves or others) or discrimination against any race or religion.

Fitness Embassy® conducts Pre-Exercise screening with all participants prior to taking part in any of our services (Enable Social, Enable Motion or Exercise Physiology). This exercise screening will highlight if there are any risks to the participant should they take part in any session. This will be discussed with the participant and/or their carer to determine whether they should take part. A Fitness Embassy Partner is the professional to discuss such details with the participant.

ACCESS

How to Access the All Ability Programs

In order to enrol in any of the advertised All Ability Programs that Fitness Embassy® offers, contact our General Manager who is also our NDIS liaison, Janine Cameron at 02 8889 -2840 or email her directly at janine@fitnessembassy.com.au.

Janine will arrange a time to meet with you (and your carer if appropriate) to show you the premises and to discuss your needs and requirements. You will then be able to arrange dates and times to commence the program/s. Janine will also be your liaison with regards to Service Level Agreements, SLA, along with further funding, queries, and/or concerns.

Policy Author:	General Manager
Policy Owner:	Fitness Embassy®
Contact:	Janine Cameron
Key Stakeholders:	All staff including Fitness Embassy® Partners

Version History			
Version	Date	Author	Details
0.1	17/07/2019	Janine Cameron	Original draft document

Staff Bereavement & Personal Crisis Policy

PURPOSE

Fitness Embassy® is committed to ensuring that all who work as part of the Fitness Embassy® team are looked after mentally and physically during difficult times, for example a death in the family or illness/diagnosis of them or a loved one.

SCOPE

- All Staff
- All Fitness Embassy® Partners/Contractors

POLICY

If a staff member or Fitness Embassy® Partner should find themselves in a personal crisis whether that includes, but is not limited to: -

- Death in the family or close friend
- Illness or diagnosis of an illness
- Relationship breakdown or
- Immediate family difficulties or stressed situations

Fitness Embassy® will, through their well-being services, offer counselling services at no charge to the team member to assist them during this time.

This offer of counselling is an optional service offered to the staff member and they are in no way bound to accept the offer.

ACCEPTING THE OFFER OF COUNSELLING

The staff member will email the General Manager, Janine Cameron on janine@fitnessembassy.com.au if they wish to accept the counselling services offered.

Policy Author:	General Manager
Policy Owner:	Fitness Embassy®
Contact:	Janine Cameron
Key Stakeholders:	All staff including Fitness Embassy® Partners

Version History			
Version	Date	Author	Details
0.1	19/07/2019	Janine Cameron	Original draft document

Alcohol and other Drugs Policy

PURPOSE

Fitness Embassy® is committed to the concepts of prevention, counselling and rehabilitation with regards to alcohol and other drugs. The purpose of this policy is to demonstrate its zero tolerance to illegal drugs and alcohol, which may be a hazard to the health and well-being of all clients and is not accepted by Fitness Embassy®.

SCOPE

- All Staff
- All Fitness Embassy® Partners/Contractors
- All Clients
- All NDIS Participants and Carers

PRINCIPLES

Fitness Embassy® is committed to:

- promoting health and safety amongst staff and Fitness Embassy® Partners in the fitness environment with regards to illegal drugs and alcohol
- taking appropriate legal and professional action if alcohol and or other illegal drug use impinges on those within the Fitness Embassy® community is adversely affecting the health, safety or performance of an individual or group within Fitness Embassy® community
- providing support wherever possible to staff, Fitness Embassy® Partners and or clients who wish to address alcohol and other illegal drug related issues which are currently affecting them or significant others

Irresponsible and unlawful use of alcohol or other illegal drugs can adversely affect wellbeing, the health and safety, and the rights and enjoyment of others. Therefore, Fitness Embassy® staff and Fitness Embassy® Partners' take personal responsibility to avoid adversely affecting the health and safety of themselves and any other person visiting the premises.

OBJECTIVES

The objectives of this policy are to:

- maintain a safe and healthy environment and promote awareness of personal safety and security
- encourage a responsible approach towards the consumption of alcohol
- provide access to information on alcohol and another illegal drug use

RESPONSIBILITIES OF STAFF & CLIENTS

Fitness Embassy® expects all staff, Fitness Embassy® Partners and clients to ensure the safety of themselves and others at all times. Staff and clients should refrain from any conduct, including alcohol and other illegal drug use that could adversely affect personal performance or the safety and wellbeing of self and others.

Staff and/or clients under the influence of alcohol and other drugs must not attend Fitness Embassy®.

PRESCRIPTION MEDICATION

Fitness Embassy's® policy is that no staff or Fitness Embassy® Partners/Contractors are to administer any prescription medication to any client or NDIS Participant at any time.

Policy Author:	General Manager
Policy Owner:	Fitness Embassy®
Contact:	Janine Cameron
Key Stakeholders:	All staff including Fitness Embassy® Partners

Version History			
Version	Date	Author	Details
0.1	01/08/2017	Janine Cameron	Original draft document
0.2	15/07/2018	Janine Cameron	Review of policy

Business Continuity Planning - Disaster Policy

PURPOSE

This BCP policy aims to set guidelines for Fitness Embassy® to effectively and efficiently deal with a disruption to the business caused by major events such as a fire, flood or earthquake or a lesser event such as a power outage.

SCOPE

- All staff
- All Fitness Embassy® Partners/Contractors
- All clients
- All NDIS Participants and Carers

REASON FOR POLICY

This policy is in place in order to provide guidelines for Fitness Embassy® to continue to operate in the event of a disaster. For the purpose of this policy, “disaster” refers to any event that ceases business activity for greater than ten (10) working days. In such a situation, subsequent emergency processes will be acted upon. This can include – but is not limited to: -

- Fire
- Flood/Natural Disaster
- Blackout or network/electricity long term failure

A disaster may render a business unable to operate for an extended period of time greater than ten (10) working days. This will affect Fitness Embassy’s® staff, Fitness Embassy® Partners, clients, NDIS Participants and carers or the broader community. This plan has been prepared to assist in making a considered approach to the many elements of recovery following a disaster.

This policy provides a framework for managing and implementing a recovery program for the systems and services managed by Fitness Embassy®.

STEPS TO RECOVERY

The information in this policy is to be used to assist Fitness Embassy® facilitate its recovery after a disaster.

1. Once assessments on the overall damage have been completed, Fitness Embassy® can begin the process of contacting the relevant personnel and parties who may be affected by this disaster. This is the initial stage of recovery and may include Fitness Embassy® contacting: employees, contractors, insurance companies, clients, NDIS Participants, carers and referring businesses.
2. In the next stage Fitness Embassy’s® executive will begin the decision-making process regarding the damage and will determine the work, health and safety, financial position, and operations to business as usual, of Fitness Embassy®.
3. The third recovery stage will depend on the severity of the disaster. If the whole business or part of the business had been rendered inoperable then this stage will deal with the reopening and restocking of equipment at an alternate temporary location.

4. In this final stage Fitness Embassy® will begin the process of reflecting, re-assessing and if need be rewriting some previous company policies, as well as establishing new policies for future disasters from the review and reflective processes that will come thereafter.

INFORMATION TECHNOLOGY – DISASTER PLANNING

Fitness Embassy® is committed to ensuring the safe keeping and security of all their information technology. All our IT is cloud based, which ensures that the information kept electronically will not be affected by any disaster occurring within the Fitness Embassy® premises.

All websites and data are stored in Microsoft Azure cloud system, the phone systems are with VoIP and they have been programmed to divert to the General Manager's mobile phone in the event of a disaster.

In the event where further extended internet outages occur with limited to no accessibility, Fitness Embassy's® IT Manager will arrange a switch from the cloud to a temporary 4G network with a mobile provider.

The IT Manager has direct 24-hour contact with each company should a disaster occur.

DISASTER CONTACTS

In the event of a disaster, Fitness Embassy® has established a list of external contacts that will be adopted in the disaster planning and recovery process. The key contacts include: -

For initial discussions with Lexington 1 Strata Management: -

Greg Bryant

Ashley Bassa

Beaumont Strata Management Pty Ltd

Unit 5, Capital Business Centre

38 Brookhollow Avenue,

Baulkham Hills NSW 2153

T: 9899 1699

For temporary relocation: -

Alex Hezari

Taylor Nicholas Hills

First Floor

17/10 Gladstone Road

Castle Hill NSW 2154

T: 8004 1222

M: 0404 040 239

For relocation of practical fitness session: -

Morney Schlebusch

Elite Fitness

24-32 Lexington Drive,

Bella Vista NSW 2153

T: 8824 7565

For IT disaster support: -

WiseNET

Joshua Andronaco – Account Manager

T: 1300 365 384

Maxo Telecommunications Pty Ltd

VoIP

Mason Davies

T: 1800 121 210

Gym Equipment Sales/Service: -

John Bashi

Gym Services Australia Pty Ltd

71/73 Carpenter St

Colyton NSW 2760

M: 0409 225 311

Public Indemnity/Public Liability Insurance Broker: -

Saskia Van Oostveen

Quattro Risk Services

Suite 1.02 Level 1 Quad 3, 102 Bennelong Parkway

Sydney Olympic Park NSW 2127

T: 02 9397 5300

Policy Author	General Manager
Policy Owner	Fitness Embassy®
Contact	Janine Cameron
Key Stakeholders:	All staff including Fitness Embassy® Partners

Version History			
Version	Date	Author	Details
0.1	01/08/2017	Janine Cameron	Original draft document

Complaints Management Policy for NDIS Participants and Carers

PURPOSE

All NDIS Providers, registered or unregistered, must provide information about key principles and good practices for effective complaints management. In conjunction with the NDIS Code of Conduct, all NDIS Providers have a responsibility to ensure that they are delivering safe and quality supports and services to people with a disability.

SCOPE

- All staff
- All Fitness Embassy® Partners/Contractors
- All NDIS Participants and carers

REASON FOR POLICY

Fitness Embassy® acknowledges and agrees with the NDIS Quality and Safeguards Commission that people with a disability have the right to complain about the services they receive. Whilst Fitness Embassy® will do our best to provide quality supports and services to people with disability, issues may occur from time to time.

Fitness Embassy® believes complaints are important as, in some instances, they can help improve the quality of services we provide, so ultimately raising a complaint may help other clients' too.

COMPLAINTS MANAGEMENT AND RESOLUTION PROCESS

WHAT IS A COMPLAINT?

A complaint is described in the NDIS Quality and Safeguards Commission Effective Complaint Handling Guidelines as: -

An expression of dissatisfaction with an NDIS support or service, including how a previous complaint was handled, for which a resolution is explicitly or implicitly expected.

Fitness Embassy® acknowledges that regardless of whether a complaint is considered large or small, it is treated seriously. To the complainant, their input is valued to improve the services being delivered.

A well-handled complaint signals to the complainant that their opinion is valued, and their feedback has been taken seriously, and can, actually improve the relationship between an NDIS Provider and a person with a disability.

Fitness Embassy® has a company culture that encourages all NDIS Participants to speak up with any issues as they should feel valued and respected as equal citizens within the community.

FEEDBACK “NET PROMOTER SCORE”

Fitness Embassy® has a responsibility to ensure that they are delivering safe and quality services to people with a disability. Feedback from NDIS Participants and Carers are an important indicator of whether this responsibility is being fulfilled.

In verbal and written formats, all feedback is welcomed at the Fitness Embassy®. We encourage constructive feedback from our participants, carers and guardians, as we send each NDIS Participant a Net Promoter Score, NPS question that determine whether we are achieving our aspiration of providing the best level of care and supports for every NDIS Participant.

Fitness Embassy® continually reinforces their commitment to all NDIS Participants, Carers and Guardians to feel supported to speak up and provide feedback at any time, particularly when they believe the services have not met their expectations.

Our NPS question pertaining to Participants of our Enable Social and Enable Motion programs include but are not limited to: -

- Would you refer Fitness Embassy® to another family member or friend to support their child or adult living with additional needs? Yes/No (please select)
- Why or Why not? (please explain)

We compile all the data and feedback received and report back to management, Fitness Embassy® Partners, as well as all Participants and Carers of the findings.

FITNESS EMBASSY’S® RESPONSIBILITIES IF A COMPLAINT IS RAISED

Fitness Embassy® acknowledges that a person with a disability may be impacted by a complaint made when he or she is not the complainant. In order to ensure that they meet the needs of the person with a disability, they must ensure that both the person involved in the complaint and any affected person with a disability are: -

- Appropriately involved in the resolution of the complaint, and
- Kept informed of the progress of the complaint including any action taken, the reasons for a decision being made, and options to have a decision reviewed.

Fitness Embassy® will ensure that the person making the complaint, and any person with a disability affected by issues raised in a complaint, are communicated throughout the complaint management and resolution process in an appropriate and responsible way that meets their needs.

Fitness Embassy® will ensure that a **Complaint Register** is maintained (See Annexure 13) and all details of any complaint raised be added with full information, this will also form part of Fitness Embassy’s® Quality and Continuous Improvement policies.

PROCESS FOR MAKING A COMPLAINT

Once a complaint has been made to Fitness Embassy® whether that be through verbal or written means – potentially through the use of Fitness Embassy’s® **Complaints Form** (Annexure 14), Fitness Embassy® has the responsibility to respond as quickly as possible to the complainant. It is Fitness Embassy’s® best practice to respond to any complaint in a basic form within 24 hours. This will be done by the CEO, General Manager or their delegate.

Over the next two days, it must be determined very quickly what the Participant, Client or Carer are seeking (The Four A’s of successful resolution): -

- Acknowledgement
- Answers
- Action and/or

- Apology

The CEO, General Manager or their delegate will address the four (4) A's within the two-day timeframe in writing.

The response may include, but is not limited to: -

Acknowledgement: making a complaint can be difficult, it is important that people feel their concerns have been understood and that the impact on them is recognised. This step in the resolution will be the first and most important step taken by Fitness Embassy®.

Answers: Why has something happened? Why has it not happened? Could this have been prevented? Why was the decision made? The answers will provide clear explanation that is relevant and transparent.

Actions: What will we do to correct or take the necessary steps to address the complaint? Is the Action Plan suitable? This is the opportunity to ask for feedback on the resolution process.

Apology: This may be part of, or the sole outcome.

During the Complaint Resolution process, Fitness Embassy® delegate must also determine whether there is a reportable incident arising from the Complaint. If so, they must follow the steps in the reporting of such incident to the NDIS Quality and Safeguards Commission – Please see the **Incident Management and Reportable Incidents Policy - Page 22 of this Policy and Procedures Manual**.

If, once the resolution has been reached by the Participant, Client or Carer, they do not feel that their complaint has been dealt with to their expectation/s, they are well within their rights to lodge a formal complaint through the NDIS Commission.

From this step, an NDIS Commission complaints resolution officer will arrange a time to talk to the complainant to understand the concerns raised. The complainant may be asked: -

- for enough information so a resolution officer can understand the issues involved and any immediate concerns
- if the complainant is making a complaint on behalf of an NDIS participant, and whether a resolution officer can speak directly with them to seek their input and understand their concerns
- for the complainant's permission to speak to the NDIS provider about the complaint, and to seek further information and documents from them

NDIS will send the complainant a written confirmation of the issues raised in the complaint, and the outcomes sought after. This consent is required to start the formal resolution process.

If the NDIS Participant receiving the service/s pertaining to the complaint is in New South Wales or South Australia, a complaint can be made directly to the NDIS Commission by contacting:

- 1800 035 544 (free call from landlines) or
- TTY user on 133 677 (Interpreters can be arranged) or
- National Relay Service on 1800 035 544 or
- By completing a complaint contact form online – Contact and Feedback Form.

The NDIS Commission can take complaints about:

- services or supports that were not provided in a safe and respectful way
- services and supports that were not delivered to an appropriate standard.

AFTER A COMPLAINT HAS BEEN DEALT WITH

Once a complaint has been resolved to the satisfaction of the complainant, Fitness Embassy® will, as part of their management meetings, review the issue and follow-up on any implementation of actions. This may

also include checking in with the complainant for feedback around the finalisation of the complaint, and their response to any further follow-up.

Fitness Embassy® will consider in this process the following areas but are not limited to: -

- Was there a service, policy or procedure that needs to be amended?
- Is there any improvements that need to be made to any other parts of the company following the complaint?
- How effective was the communication surrounding the complaint resolution?
- Do any staff /contractors require further training and professional development?
- Are there any internal actions that need to be taken?

Policy Author	General Manager
Policy Owner	Fitness Embassy®
Contact	Janine Cameron
Key Stakeholders:	All staff including Fitness Embassy® Partners

Version History			
Version	Date	Author	Details
0.1	01/08/2017	Janine Cameron	Original draft document
0.2	18/04/2019	Janine Cameron	Review of document

Code of Conduct - NDIS

PURPOSE

The NDIS Code of conduct applies to all NDIS Providers, registered and unregistered, and all persons employed or otherwise engaged by an NDIS Provider. It is due to these regulations that Fitness Embassy® will adhere to and enforce to all team members including Staff and Fitness Embassy® Partners the NDIS Code of Conduct.

SCOPE

- All Staff
- All Fitness Embassy® Partners/Contractors
- All NDIS Participants and Carers

REASON FOR POLICY

This policy is in place in order to provide mandatory guidelines set by the NDIS Quality and Safeguards Commission for Fitness Embassy® to operate in a professional and appropriate manner with regards to their NDIS Participants and carers.

CODE OF CONDUCT

In providing supports or services to people with disability, a person covered by the Code 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
- Take all reasonable steps to prevent and respond to sexual misconduct.

Anyone can raise a complaint with the NDIS Quality and Safeguards Commission about providers or workers who breach the NDIS Code of Conduct.

Policy Author		General Manager
Policy Owner		Fitness Embassy®
Contact		Janine Cameron
Key Stakeholders:		All staff including Fitness Embassy® Partners

Version History			
Version	Date	Author	Details
0.1	01/08/2017	Janine Cameron	Original draft document

Financial & Risk Management

PURPOSE

This Policy has been prepared to establish and maintain effective means of measuring financial reporting, accounting and financial operations.

SCOPE

- Financial Team (Bookkeepers & Accountants)
- Management Team (Director & General Manager)
- Accounts

OBJECTIVES FOR FINANCIAL & RISK MANAGEMENT POLICY

The objectives for this policy to be created is to: -

- Ensure that there are adequate financial controls in place to safeguard the organisation and
- To confirm the organisation demonstrates good corporate governance by preparing annual budgets and
- monitoring actual performance against budget.

This policy applies to the Financial and Risk Management of Fitness Embassy® and includes processes around the following:

- Budgets
- Financial Reporting
- Fees
- Accounts receivable
- Accounts payable

BUDGETS

CONTROLS AND PLANNING

Fitness Embassy® will periodically review the basis and assumptions used for income and expense allocations and ensure that they are always reasonable and realistic.

Budget planning will generally commence between February and June, prior to the commencement for the new financial year in July. Annual capital and income statements are compiled by Fitness Embassy's® Financial team (Bookkeepers and Accountants) and are reviewed by the Director. The reviews need to have been completed prior to the new financial year and should be reviewed in line with the financial targets forecasted in that year's Business Plan.

The annual budgets will include but are not limited to: -

- A statement of the significant assumptions on which the budgets are based; and
- Details of major changes in delivery of service or resources required to achieve the budget.

Revised financial budget forecasts may be required to be submitted to the Director. The reason for the revised forecast will be to:

- ensure Fitness Embassy® are on track to achieve target,
- consider strategies necessary to address if there are major variances identified
- Identify potential risks

- Drive accountability for performance
- Ensure transparency in strategy and management delivery

FINANCIAL REPORTING

Fitness Embassy® financial reports are prepared in accordance with the Australian Accounting Standards Board (AASB) and the Corporations Act 2001.

Fitness Embassy's® internal reporting systems provide management with a full range of information including monthly results compared to budget in order to provide management with information which will assist in the assessment of performance and goals and portfolio health checks.

Fitness Embassy's® finance team together with the General Manager, reports to the Director on a monthly basis.

NDIS FEES & CHARGES

Prices for Fitness Embassy's® All Ability Services included in NDIS Participant Plans are developed and published by the National Disability Insurance Agency (NDIA).

NDIA will update prices on at least an annual basis, effective 1 July each year, taking account of market trends, changes in costs and wage rates.

Changes to prices will be published on the NDIS website, <https://www.ndis.gov.au/providers/pricing-and-payment>.

Each updated price list will include the date it was published to ensure Providers are using the most up-to-date version.

Fees for services are standardised by the NDIA, Fitness Embassy® is unable to increase or charge for services outside of standardised price.

Each service activity has a set price per unit or per outcome. This is determined by the service and outlined in the price guide.

NDIS Participant agreed services and pricing for services is disclosed on the participant's Service Level Agreement. If the service required is not identified in the Price Guide, Fitness Embassy® is required to identify a service or line item that closely resembles the service being provided, utilise that fee and document the reasoning clearly within the participant's Service Level Agreement and client file.

ACCOUNTS RECEIVABLE

It is the policy of Fitness Embassy® to ensure prudent debt management practices and that all reasonable action is taken to receive any outstanding amounts, in particular;

- Invoices will be raised monthly using PRODA or our internal invoice system if the NDIS Participants are Self-Managed or Plan Managed, systems will differ depending on the established Client Service Agreement.
- Aged debtors' reports will be reviewed on a fortnightly basis and appropriate follow up action taken
- No debtors are to be written off without the prior approval of the General Manager
- Adequate provision is made for bad debts in our financial accounting system and budgets

ACCOUNTS PAYABLE

Fitness Embassy® processes payments to its creditors on a weekly and monthly basis. All transactions are recorded in the Accounts Payable System (Xero).

Policy Author	General Manager
Policy Owner	Fitness Embassy®
Contact	Janine Cameron
Key Stakeholders:	All staff including Fitness Embassy® Partners

Version History			
Version	Date	Author	Details
0.1	01/07/2019	Janine Cameron	Original draft document

Incident Management and Reportable Incidents Policy

PURPOSE

The purpose of this policy is to identify the personnel, structures and procedures for managing an incident and the reporting of incidents. As an NDIS Registered Provider and as a member of the Fitness Community, Fitness Embassy® is required to have documented incident policy and procedures, which outlines the action to be taken in the event of an incident, and in the reporting of incidents.

SCOPE

- All Staff
- All Fitness Embassy® Partners/Contractors

POLICY STATEMENT

An incident is a sudden and unexpected event or situation that causes impact, whether minor or severe. In the case where a significant disruption occurs, this may require an emergency management response in order to minimise and/or prevent a threat to the health and safety of Fitness Embassy® staff, Fitness Embassy® Partners, Participants, carers, clients and visitors.

Reportable incidents are incidents or allegations that have occurred or have alleged to have occurred in connection to an NDIS participant receiving NDIS supports or services. Registered NDIS providers are required to record and manage all incidents that happen in the delivery of NDIS supports and services in their internal incident management systems and notify the NDIS Commission or reportable incidents.

The NDIS Quality and Safeguards Commission dictates that registered providers must have an incident management system in place to record and manage incidents that occur while providing services to people with a disability.

Incidents must be recorded and managed including incidents where harm, or potential harm, is caused to or by a person with a disability. This management system must include procedures for identifying, assessing, recording, managing, resolving and reporting incidents.

Incidents may include (but are not limited to) events including: -

- Death/suicide
- Serious accident or injury
- Spillages
- Biohazard
- Abuse or neglect
- Threats of violence, assault
- Unlawful sexual or physical contact with or assault of a client or NDIS Participant
- Sexual misconduct committed against, or in the presence of an NDIS Participant, including grooming of the NDIS participant for sexual activity
- Fire, bomb, explosion, gas/chemical hazards, discharge of firearms
- Serious damage to essential facilities
- The unauthorised use of a restrictive practice in relation to the client or NDIS Participant
- Disruption to daily operations of Fitness Embassy® premises

Where Fitness Embassy® staff and/or Fitness Embassy® Partner/s witness an event that may be considered an incident, or where staff are aware of an event, which may either indicate or escalate to an incident, the Procedures must be followed.

In relation to an incident involving NDIS participants, reporting such incidents to the NDIS Commission does not replace existing obligations to report suspected crimes to the police and other relevant authorities.

DESIGNATED OFFICER

Any Fitness Embassy® staff member or Fitness Embassy® Partner who is either a witness to, or first to be informed about an actual or potential incident will assume responsibility for alerting the CEO or General Manager and if necessary, may be required as a duty of care to stay in control until Emergency Services arrive.

INCIDENT TEAM

The Chief Executive Office, CEO is responsible for managing Fitness Embassy's® response to any incident, which is considered to have a severe or significant level of risk or in some cases, moderate level of risk. Risks will be managed according to

The CEO and the General Manager will convene as soon as possible to plan an immediate response, allocate responsibilities and determine ongoing strategies.

The team will be composed of the following members of staff: -

- CEO (or nominee)
- General Manager
- Staff member/s or Fitness Embassy® Partner who witnessed the incident
- Others as deemed appropriate by the Head of the Incident Team.

Where Emergency Services assume management of the incident, the Incident Team will liaise with the managing body (E.g. Police Department) for a coordinated approach to any response activities.

Responsibilities of the Incident Team will include the preparation of a report outlining details of the incident, reviewing the situation, organising an ongoing response and de-briefing to evaluate and make recommendations for future critical incidents.

NDIS INCIDENT REPORTING

TIMEFRAMES AND REPORTS

Most reportable incidents must be notified to the NDIS Quality and Safeguards Commission within 24 hours of a Provider's Incident Team being made aware of it, with a more detailed report about the incident and actions taken in response to it to be provided within five business days.

The unauthorised use of restrictive practice must be notified to the NDIS Commission within five business days of a Provider's key personnel being made aware of it. If there is harm to a Participant, it must be reported within 24 hours.

A final report may also be required within 60 business days of submitting the five-day report. The NDIS Commission will advise Providers whether a final report is required.

In all cases, the Incident Team must assess: -

- the impact on the NDIS Participant
- whether the incident could have been prevented
- how the incident was managed
- what, if any, changes are required to prevent further similar events occurring.

HOW TO NOTIFY THE NDIS QUALITY AND SAFEGUARDS COMMISSION OF A REPORTABLE INCIDENT

The staff member who identified the reportable incident must – within 12 hours of the incident – complete a **Reportable Incident Report Form** (Annexure 15). This reportable incident report form will then be handed to the General Manager who is responsible for reporting the incident to the NDIS Quality & Safeguards Commission.

Forms for notifying the NDIS Commission of a reportable incident are accessed through the Provider’s Portal on the NDIS Quality and Safeguard Commission website. There are two (2) forms including: -

- Reportable Incident – Immediate Notification Form
- Reportable Incident – 5-day Notification Form

Once a form is completed, it is to be uploaded directly within the NDIS Commission Portal.

If there are issues of concern surrounding inherent risks associated with the transmission of information via email and otherwise over the internet, the NDIS Commission has other ways of obtaining and providing information including mail, telephone and the NDIS Commission’s secure file transfer system; FilePoint.

Once the NDIS Quality and Safeguards Commission receives information from Fitness Embassy® via e-mail or any other means, the information is in a secure environment. Personal information is not to be released unless the law permits it or Fitness Embassy’s® Participant’s permission is granted.

Policy Author	General Manager
Policy Owner	Fitness Embassy®
Contact	Janine Cameron
Key Stakeholders:	All staff including Fitness Embassy® Partners

Version History			
Version	Date	Author	Details
0.1	01/08/2017	Janine Cameron	Original draft document
0.2	25/03/2019	Janine Cameron	Review of Policy confirming of NDIS procedures with reporting incidents
0.3	18/7/19	Janine Cameron	New information sent out from NDIS Quality and Safeguards about Portal being available for reporting of incidents.

Internal Audit Program

PURPOSE

It is a requirement of the NDIS that all Registered Providers conduct regular Internal Audits of their Policies, Procedures and Services. Below outlines the team members and external members of the Audit Team together with the items to be audited. Fitness Embassy® commits to conducting an Annual Internal audit to ensure their currency, transparency and services provided are of the highest of standards for their NDIS Participants.

SCOPE

- All staff
- All Fitness Embassy® Partners/Contractors
- Audit Team Members

INTERNAL AUDIT PROGRAM

Below highlights the team members involved in the Annual Internal audit together with the list of items to be audited. Fitness Embassy® will commit to the audit at the beginning of each calendar year.

AUDIT TEAM

Chair Person

Janine Cameron
Fitness Embassy®
General Manager

Team Members

Eric Said
Fitness Embassy®
CEO & Director

Adam Holding
Fitness Embassy®
Fitness Partner Mentor & Professional Development

Jennifer Hughes
Clinical Nurse Educator
Cumberland Hospital Campus

Cathy Allotta
School Learning Support Officer
NSW Department of Education

Vicki Vella
Diverse Learning Support Officer
Catholic Education Office, Parramatta

Donna Schwebel

Diverse Learning Teacher
 St Marks, Blessed John XXIII

Matthew Baiteri

Strength & Conditioning Coach
 New Beginning Performance Centre

AUDIT PROCESS

The internal audit will always take place at the Fitness Embassy®, onsite so all required documentation is available.

The following documentation will be audited as part of the annual internal audit: -

- Policies & Procedures Manual including Work Health & Safety
- NDIS Code of Conduct and Fitness Embassy’s® adherence
- Manual Handling Risk Assessment Fitness Equipment
- Complaints & Reportable Incidents Register
- Worker Orientation & certificates
- Child Protection Register & renewals
- Meeting Minutes of Fitness Partners

Policy Author:	Janine Cameron
Policy Owner:	Fitness Embassy®
Contact:	Janine Cameron
Key Stakeholders:	Leadership Team & External Audit Team Members

Version History			
Version	Date	Author	Details
0.1	17/07/2019	Janine Cameron	Original draft document

Marketing Policy

PURPOSE

The purpose of this policy is to safeguard Fitness Embassy® and its clients in relation to its marketing by increasing the reach and narrowing the gap of Movement as a Medium towards Happiness®.

Fitness Embassy® markets its services appropriately ensuring that all information is accurate, accessible and transparent to all prospective and current clients.

Fitness Embassy's® primary marketing focus through online and print material is to further promote exercise literacy through the delivery of content within its community. This is achieved by educating followers and friends of movement progression through client achievement in a safe and nurturing environment.

SCOPE

- All staff
- All Fitness Embassy® Partners/Contractors
- All Clients

POLICY STATEMENT

Fitness Embassy® through both its online marketing and its marketing material will accurately represent the services provided, as both a Fitness and Wellbeing registered business and a registered Provider under the NDIS.

Fitness Embassy® through all of its NDIS marketing and NDIS marketing materials will include the Registered NDIS Provider Logo.

All staff and Fitness Embassy® Partners are required to wear the Fitness Embassy® logo with a due diligence that supports a corporate social responsibility including health promotion and wellbeing within and outside of the premises when the logo is worn in a public setting.

WEBSITE AND SOCIAL MEDIA MARKETING

The Fitness Embassy® website can be found at the following URL: www.fitnessembassy.com.au. Fitness Embassy® also has marketing through the social media outlets: -

- Facebook <https://www.facebook.com/FitnessEmbassy/>
- Instagram https://www.instagram.com/fitness_embassy/

The website and social media outlets are continually updated resulting in a current tool utilised by all prospective clients, current clients, Participants and carers of the NDIS.

The website and social media outlets contain photographs and videos of clients, participants, Fitness Embassy® staff and Fitness Embassy® Partners. Fitness Embassy® obtains permission at the consultation phase of a Service Level Agreement, SLA that may include photo or video format prior to posting or publishing its marketing content.

CONTACT AND SUPPORT

Through the website and social media outlets, prospective clients, current clients and participants/carers in the NDIS can contact Fitness Embassy® in regard to any aspect of its marketing. They can also contact management for further assistance in case of any issues from arising.

Policy Author:	Janine Cameron
Policy Owner:	Fitness Embassy®
Contact:	Janine Cameron
Key Stakeholders:	All staff including Fitness Embassy® Partners

Version History			
Version	Date	Author	Details
0.1	01/08/2017	Adam Holding	Original draft document
0.2	16/07/2018	Janine Cameron & Adam Holding	Review original document

Mentoring Program for Fitness Embassy® Partners/Contractors

PURPOSE

When Staff and Fitness Embassy® Partners (Contractors) are employed with Fitness Embassy® they will be required to participate in a mentoring program to ensure their knowledge and skills remain current in promoting the training and delivery of exercise programs that are of a high standard in meeting the needs of clients and NDIS Participants.

SCOPE

- Fitness Embassy® Partners/Contractors
- CEO/Floor Supervisor/s
- General Manager

POLICY STATEMENT

This policy outlines below through the Mentoring Program for Fitness Embassy® Partners the steps all new trainers and dance instructors will adhere to upon commencement with Fitness Embassy®. This policy will be reviewed annually to ensure currency with Fitness Industry® and align with amendments made to its policies and procedures including Work, Health & Safety, WH&S.

MENTORING PROGRAM

The Mentee will undertake a Mentoring Program for Fitness Embassy® Partners as part of his or her contractual agreement with Fitness Embassy® as guided in Annexure 1.

The program is designed to meet professional fitness and/or dance instructor goals, provide a framework by which he or she can self-determine the success of his or her instructing practices according to the scope of practice of Fitness Professionals and Dance Instructors, as well as conduct and receive peer feedback (Annexure 2). The program is designed to assist the Mentee in raising standards to recognise his or her current and developing capabilities, professional aspirations and achievements at Fitness Embassy®.

The Mentee will formally meet with his or her assigned Mentor, namely Eric Said (Floor Supervisor), or Adam Holding (Fitness Partner Support Worker) and/or Samuel Beard (Exercise Physiologist).

The Mentee will formally meet with his or her Mentor and will form part of an invoiced session to Fitness Embassy®. Furthermore, a Floor Supervisor will be present during all Enable Motion and Enable Social sessions and will form part of the review process for the Mentee, where required.

All Fitness Embassy® training staff and Fitness Embassy® Partners will be required to complete Client Training Session Folders to document and record each conducted session, as well as document peer observations, where applicable according to a Fitness Embassy®'s Scope of Practice (Annexure 3).

The register will form part of his or her meeting objectives and outcomes, value added notes, and next steps. This consultative process is designed to determine the Mentee's professional development goals.

The mentoring will also take place through informal “catch-ups” and passing chats on the floor space. They are designed to further foster supportive relationships, encourage personal and professional development, and develop strategies in order to actively participate in effective Enable Motion and Enable Social sessions.

Within each Standard, the Mentee is assessed every three (3) months according to the following categories:

- In Need of Improvement
- Proficient
- Highly Accomplished and will further support Fitness Embassy® Management during Fee remuneration discussion and Trainer and Instructor Level Appraisals.

All performance information extracted from the Mentoring Program Meetings are used for remuneration appraisals and for promotion of the level 1, 2 and 3 Fitness Partner Agreements.

NDIS TRAINING & MENTORING

The newly hired Fitness Embassy® Partner or Contractor will be required to go through detailed training with the General Manager to ensure their knowledge of NDIS and the understanding of the policy and procedures of NDIS together with the Code of Conduct.

In relation to the Enable Movement and Enable Social training of the Partner/Contractor, they will spend time with the Fitness Embassy® Supervisor. They will be introduced to the internal forms and files that are required to be kept in relation to all NDIS Participants. This is a process that continues throughout the employment of the Partners/Contractors to ensure transparency, quality and culture are maintained.

All that work in the NDIS part of Fitness Embassy’s® business are required to complete: -

- Working with Children’s Check and
- Worker Orientation Certificate

Certificates for both, together with the trainer’s qualifications will be kept electronically and in manual files.

It is through the online courses for the above where the Employee will learn about the NDIS Code of Conduct and together with Fitness Embassy’s® Policies and Procedures will have the tools required to work with an NDIS Participant.

The Fitness Partner/Contractor will shadow an existing Fitness Partner *before* they are allocated a client of their own.

Policy Author:	Janine Cameron
Policy Owner:	Fitness Embassy®
Contact:	Janine Cameron
Key Stakeholders:	CEO – Eric Said Fitness Embassy® Supervisor – Adam Holding/Samuel Beard/Hernan Yoia Fitness Embassy® Partners General Manager

Version History			
Version	Date	Author	Details
0.1	18/08/15	Janine Cameron	Original draft document
0.2	25/8/15	Janine Cameron	Amendment to program
0.3	01/05/2018	Janine Cameron	Review of Policy

National Disability Insurance Scheme Participant New Client Procedures

PURPOSE

Certain Procedures as determined by the Fitness Embassy® must be followed when a new client who is funded under the National Disability Insurance Scheme, NDIS.

SCOPE

- General Manager and/or her delegate
- Plan Managers
- Support Co-ordinators
- All NDIS Participants and Carers

INITIAL CONSULTATION

A potential NDIS Client contacts the Fitness Embassy® via telephone or email. It is at this point that they are directed immediately to the General Manager who will manage the relationship throughout their time with the Fitness Embassy® both with them and their support team.

A time is scheduled to have a face to face meeting with the participant and/or their guardian/carer. This is the opportunity for the participant to be shown through the Fitness Embassy space, introduce Fitness Partners who may be present, as well as discuss with the General Manager their specific requirements and needs. There is no charge for this consultation.

It may be required at this meeting for the General Manager to contact the participant's Plan Manager or Support Worker in relation to the participant's funding and registration codes. This step is only taken with direct agreement from the participant and/or their carer.

An appointment is generally scheduled at this meeting for the participant to trial one of the All Abilities Programs. They will be given the direct contact details for the General Manager and a "Child/Adult Records Pre-Screening Additional Information" (Annexure 11) to fill in and return to the General Manager at their first session. This form will be re-sent to the Participant or their carer annually to review their responses.

In this meeting the General Manager will determine whether the client requires the 'Disability car parking' 3 step process for their sessions. If they do, they will be given the process document to take with them.

SERVICE LEVEL AGREEMENTS

Once it has been agreed by the Participant and/or Carer to continue the service with Fitness Embassy® the General Manager will prepare a Service Level Agreement, SLA to be reviewed and agreed by the participant and/or their carer, this is a mandatory document designed by the NDIS that sets out a schedule of supports and costs for the participant and/or their Plan Manager to retain for their funding

audits. Both parties are required to sign the document and agree to the content within the Agreement. The content includes all responsibilities of the Participant and responsibilities of the provider, along with Fitness Embassy®'s cancellation policy and failure to attend session information details.

In some cases, a Plan Review Preliminary Report can be required by the Participant if their funding is due for review. This will be discussed between the Participant, their support co-ordinator, plan manager and the General Manager. Such report will be prepared by the General Manager or one of the Partner Supervisors.

FIRST SESSION WITH A FITNESS EMBASSY® PARTNER

Whether it be the Enable Motion or Enable Social Program, the participant will always be greeted personally at their first session. They would have been advised what to wear and bring with them to the session at their initial consultation.

The Fitness Partner will, prior to this session, conduct an orientation of the space and ensure that it is prepared and ready for their client. They will have been briefed prior to this session by the General Manager.

At this session, they will return the "Child/Adult Records Pre-Screening Additional Information" (Annexure 11) and also fill out the Pre-Exercise Screening Questionnaire for NDIS Participants (Annexure 10). This needs to be completed before the session commences.

The session takes place as per the Service Level Agreement Schedule of Service.

PLAN REVIEW & REPORT WRITING

It is common practice for the Participant to require a report from Fitness Embassy® on their progress throughout their time in the All Abilities Programs. The Fitness Partner writes this report with support of the Fitness Partner Supervisor. It is a report that is relied on by the Support Coordinators and Plan Managers when they enter Plan Review Meetings with the NDIS. The report includes milestones reached by the participant, how their goals are being met, likes and dislikes and recommendations for future sessions and costings.

Policy Author:	Janine Cameron
Policy Owner:	Fitness Embassy®
Contact:	Janine Cameron
Key Stakeholders:	General Manager Partner Supervisor Fitness Partner

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0.2	13/03/2019	Janine Cameron	Review of Policy



Privacy Policy

PURPOSE

Fitness Embassy® respects and protects the privacy of our clients, staff, Fitness Embassy® Partners, NDIS Participants and carers by operating in accordance with the Privacy Act 1988. This Privacy Policy describes the personal information that may be collected by Fitness Embassy® and how we protect their information.

All Clients and NDIS Participants have the right to privacy and confidentiality of their personal information. Simply stated, access to client and participant records must be restricted to only those who require it, particularly relevant trainers, and access to any information does not give any person ownership of a client or participant's record.

The term "Personal Information" in this privacy policy means any information from which a person may be identified or from which an identity can be ascertained.

SCOPE

- Clients including NDIS Participants
- Staff
- Fitness Embassy® Partners/Contractors

POLICY STATEMENT

This Privacy Policy details how Fitness Embassy® protect the privacy of all staff, Fitness Embassy® Partners, clients and participants in the NDIS and how we comply with the requirements of the *Privacy Act* and the 13 Australian Privacy Principles.

Fitness Embassy® will update this policy as new laws and technology are introduced. These updates will ensure that Fitness Embassy® and its practices and operations will remain relevant to its staff, Fitness Embassy® Partners, clients and participants in the NDIS.

WHAT INFORMATION WILL FITNESS EMBASSY® COLLECT?

The kinds of personal information that Fitness Embassy® collect is largely dependent upon whose information we are collecting and why we are collecting it, however in general terms Fitness Embassy® may collect, but not be limited to:

Personal Information including names, addresses and other contact details; dates of birth; next of kin details and attendance records.

Sensitive Information including nationality, country of birth, languages spoken at home, professional memberships or family records.

Health Information including medical records outlining conditions, medication requirements, triggers, disabilities, immunisation details, counselling reports, medical reports from Allied Health Professionals, nutrition and dietary requirements.

SERVICE LEVEL AGREEMENTS & PRIVACY

Fitness Embassy® will, once the Participant of the NDIS agrees, prepare a Service Level Agreement to confirm the agreed service that will be provided to the participant. The Service Level Agreement as well as outlining the agreed services with dates, schedule of costs, responsibilities of participants and providers, also includes a section titled “Privacy Policy and Responsibilities”. It is within this section of the Service Level Agreement where the Participant in the NDIS is given information on what private information will be asked and stored and what the Participant’s rights are in relation to breach of privacy. Every Participant in the NDIS that joins Fitness Embassy’s® All Abilities Programs will receive a Service Level Agreement where they will, or their carer, will, be required to sign.

MANAGEMENT AND SECURITY OF INFORMATION

Fitness Embassy® will take all reasonable steps to ensure the protection of all clients and Participants in NDIS’s personal information and will only provide relevant staff and Fitness Embassy® Partners with access to the information. Fitness Embassy® will use up to date computer security to protect information from viruses. As added security, access to all computers will require a passcode.

Clients and participants in the NDIS may nominate a third party to access their records, if they require. This request must be in writing and will be kept on file.

All staff and Fitness Embassy® Partners will be aware of the Privacy Act 1988 and its requirements during orientation.

The staff including Fitness Embassy® Partners are required to respect the confidentiality of clients and participants in the NDIS and their personal information privacy.

Management confidentially store paper documents that are placed in a locked cabinet that cannot be accessed by anyone who does not require access and protected by a physical security system. All stored information is kept for the minimum seven (7) years as required by the Privacy Act of 1988.

Electronic Participant records are stored in a password-protected system that cannot be accessed by anyone who does not require access and be protected with security software. This may include the following information but is not limited to: -

- Client contact records
- Service Level Agreements (SLAs)
- Designed Training Programs
- Emergency contact details
- Medical history (if any)
- Support worker/carers details; and
- Any special considerations

The Fitness Partner will be notified of a Participant’s records if it is pertaining to improving the health and well-being of a NDIS Participant. Management must obtain the Participant’s or Carer’s verbal or written permission prior to doing so.

ACCESS TO YOUR PERSONAL INFORMATION

Under the Privacy Act 1988, clients and Participants in the NDIS have the right to access personal information held about them. If the information is incorrect, they can request Fitness Embassy® to amend.

PRIVACY COMPLAINTS

All incidents of breach in relation to this policy must be reported to the General Manager in the first instance.

If someone wishes to make a complaint about a breach by us of the Australian Privacy Principles they may do so by providing a written complaint by email, letter, or by personal delivery to General Manager. They may also make a complaint verbally.

Fitness Embassy® will respond to a complaint within a reasonable time (no longer than 30 days) and management may seek further information from the client or participant in the NDIS in order to provide a full and complete response.

DISCIPLINE FOR BREACH OF THE PRIVACY POLICY

Breach of this policy by Fitness Embassy® staff, including Fitness Embassy® Partners will result in disciplinary action, and/or termination of employment or contract.

CONFIDENTIALITY

Unauthorised disclosure of Fitness Embassy® information, including human resources data or the misuse of intellectual property belonging to Fitness Embassy®, is forbidden and may result in termination of employment (for staff and Fitness Embassy® Partners) or exclusion from Fitness Embassy® (for clients or Participants of the NDIS).

Policy Author:	Janine Cameron
Policy Owner:	Fitness Embassy®
Contact:	Janine Cameron
Key Stakeholders:	All staff including Fitness Embassy® Partners

Version History			
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0.2	25/03/2019	Janine Cameron	Review of Policy

Quality & Continuous Improvement Policy

PURPOSE

Quality and Continuous Improvement is about making continuous efforts to improve the quality of service and outcomes for our NDIS Participants and the community. The focus is more on the systems in place and how well they are working to bring about sustained improvement of performance objectives.

Key Features of the Quality & Continuous Improvement Procedures include, but are not limited to: -

- Clear accountability
- Commitment and input from the entire Fitness Embassy® team, all external stakeholders, Clients and NDIS Participants and/or carers
- Teamwork
- Continuous review and evaluation of progress and improvement

SCOPE:

- All Clients
- NDIS Participants and Carers
- All Staff
- All Fitness Embassy® Partners/Contractors
- All visitors to the Fitness Embassy®

POLICY STATEMENT

Fitness Embassy® commits to always strive for continual improvement through their culture, branding, day to day operations and future strategic planning. Through their annual strategy planning in January each year, Fitness Embassy® will develop and train the team members on a framework to identify current and future priorities, challenges and opportunities.

The Fitness Embassy team, including Fitness Partners/Contractors, will receive regular training and mentoring to utilise while working which will support them in the service delivery consistency and best practice. This will also ensure transparency and accuracy across the business and also ensures appropriate record management.

PLAN-DO-CHECK-ACT PROCESS

Fitness Embassy® apply the Plan-Do-Check-Act cycle to assist in supporting continuous improvement throughout the business.

PLAN – establish clear objectives and identify the process necessary to achieve the desired result

DO - Put the systems and processes in place

CHECK – Monitor and measure – did the changes deliver the results? Yes/No/Why?

ACT – If the CHECK identified that the change worked, continue to implement the change. If the CHECK found the change was not working, you will need to identify the barriers and return back to PLAN.

STRATEGIC BUSINESS PLANNING

The Strategic Business Planning meeting will outline the key deliverables for Fitness embassy®, as well as the broad strategies to meet overall objectives.

The annual strategic business planning meeting will be the main reference point for all work undertaken by the business.

THE BUSINESS PLAN

The Fitness Embassy® Business Plan is completed every two (2) years, with an annual strategic business planning review. The review involves:

- review of the current Strategic Business Plan
- its implementation, progress and performance in reference to the businesses KPIs
- analysis of achievements, changes in the operating environment and available resources
- consultation with key stakeholders/team members
- analysis of client feedback, net promoter scores, comments or complaints over the reporting period, including trends and actions
- identification of the current operating market, key challenges, resourcing, objectives and strategies for the next business plan cycle and
- drafting of a strategic plan for the next business cycle

Fitness Embassy® Management team ensures that the new business plan has been agreed to and implemented prior to the expiry of the existing business plan. This will ensure that the existing business plan is relevant and accurately positioned to support the evolving nature of our business.

The process will be led by the Fitness Embassy® Director. The final plan will need to be signed by the Director and a copy made available to the business.

The Business Plan will include:

- Missions Statement
- Goals
- Objectives
- Identified Key Performance Indicators
- Strategies to support goals
- Specific activities to implement each strategy

MONITORING OF PLAN

Fitness Embassy® reviews all Plans to ensure that they are developed for the specific areas of responsibility, reflecting the relevant theses and outcomes of The Business Plan. The Business Plans can be used by specific work teams to define the key projects and work activities over the next 12 months.

Progress is monitored through reporting and the monthly one on ones. Reporting is provided quarterly by the General Manager and the external Accounting Team to the Director.

Fitness Embassy® has policies and procedures, templates, forms and tools required by the business to perform their activities. All Fitness Embassy® and Fitness Partners/Contractors staff are encouraged to contribute to these resources, through identification and innovation and table new supportive practices for consideration.

Fitness Embassy® will conduct internal audits to ensure compliance with policies and procedures and identify opportunities for improvement.

Results from the Internal Audit and External Audit (when held) will be made available for the management team at management meetings. Standing agenda items will include:

- Monthly performance up-date
- Review of complaints and feedback management, including identified trends and any implications for service delivery
- Outcomes from the client feedback or the Net Promoter Client Survey
- All reporting recommendations are clearly documented and implemented as part of a continuous quality improvement processes

MEASURING CUSTOMER SATISFACTION

Net Promoter Client Surveys are used to determine all our client's requirements and help ensure they are met with the aim of enhancing the overall satisfaction and achieving continual improvement in the services we provide.

The Net Promoter Client Survey is conducted on an annual basis (minimum). The General Manager is responsible for coordinating the survey. The survey needs to be completed prior to The Business Planning meeting so the results can be collected and used when determining the quality business objectives.

The survey results are published as a handout and made available to all clients. See example below.



The complaints feedback register, and reporting data will also be collated by the General Manager and used as another form of monitoring.

Performance indicators to measure the effectiveness of processes that control client satisfaction may include:

- Improvement in client feedback ratings,
- Reduction in client complaints,
- Increase in the number of client's providing feedback
- Increase in feedback that leads to service improvements opportunities.

MANAGEMENT REVIEW

Fitness Embassy® Management team are responsible for reviewing the organisational quality management system, making this a regular agenda item in quarterly management meetings. The purpose of the review is to ensure the suitability, adequacy and effectiveness. Management Reviews include discussion on responsibilities for corrective or improvement actions and timelines, resourcing and follow up actions from previous reviews.

POLICY DEVELOPMENT AND APPROVAL

The organisational policies and procedures are designed to provide guidance to Fitness Embassy® employees and Fitness Partners/Contractors in performing their day to day roles. These policies and procedures must be adhered to as part of their employment with Fitness Embassy®.

All policies are reviewed regularly by the General Manager as needed and appropriate changes or suggestions for change discussed at Management meetings.

BREACHES OF POLICY AND PROCEDURES

Where any employee of Fitness Embassy® believes that a policy or procedure has not been followed, they should, in the first instance discuss this with the person or group involved in the breach. If this does not resolve the issue, they may need to raise the issue with the General Manager.

AUDIT AND REVIEW

The General Manager will complete a process audit review. The scope and frequency of the audit will depend on the importance of the identified area. Audit and review approach will differ depending on the process being reviewed. Once completed an internal audit review will be completed. All notes will be recorded along with any follow up actions and high-level considerations.

The review will be shared with the Director. Use of the findings will be considered for sharing across the business to support improvements, personal KPI feedback discussions and processes changes.

EMPLOYEE COMPETENCY WITH POLICY & PROCEDURES

All Fitness Embassy® employees, Fitness Partners and Contractors will be required to have a clear understanding on all Policies and Procedures including Quality and Continuous Improvement. All employees will be trained on the Policies and Procedures through their induction program.

The Policies and Procedures manual will be made available to all employees both in hard copy and soft copy whenever required.

COMMUNICATING QUALITY CUSTOMER RESULTS

Fitness Embassy® will advise the appropriate employees or clients when any policy or process change has been implemented to support service improvement as a result of their feedback. All service improvements that have resulted because of client feedback will be celebrated. This support strengthening our relationship with our clients and highlighting our partnership with them. Sharing this outcome can be completed through:

- Email announcement or direct phone calls
- Social Media posts
- General discussions with the clients involved.

BUILDING COMMUNITY AND SERVICE NETWORKS

Quality and continuous improvement also includes increasing our external network and resources by working with local community and other mainstream and specialist organisations to maintain community engagement and referral networks. These key networks can complement our service delivery and allow us to share information, working together to support best outcomes for our clients.

Policy Author:	Janine Cameron
Policy Owner:	Fitness Embassy®
Contact:	Janine Cameron
Key Stakeholders:	All staff including Fitness Embassy® Partners

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0.1	01/06/2019	Janine Cameron	Original draft document

Recruitment of Fitness Partner/Contractor's Policy

PURPOSE

At Fitness Embassy® we strive to consistently provide a service that is of a professional standard as we meet the individual needs within our community of clients and Participants.

In order to achieve this, we ensure we employ staff and Fitness Embassy® Partners who can work effectively within a team environment whilst remain focussed and attentive to the individual needs of their client or Participant contact sessions. We are passionate about our vision and corporate social responsibility within our fitness community and aim to continue with providing an exceptionally high level of service and client or Participant experience – we aim to achieve this through our induction program and ongoing mentoring.

SCOPE

- Fitness Embassy® Management
- New Fitness Embassy Employees, Partners/Contractors

IDENTIFYING THE NEED FOR RECRUITMENT

Before recruiting staff members and/or Fitness Embassy® Partners, it is important that Fitness Embassy® determine opportunities arising amongst the team and how a future staff member can compliment them. Fitness Embassy® will endeavour to: -

- look at current team needs and the business goals to ascertain what level of support is required
- identify the hours the candidate will need to work to meet the business needs (Eg. Full-time/Part-time/Casual/Consultant/Fitness Embassy® Partner/Contractor)
- list the tasks that need to be performed including what skills the candidate will need and what competencies they should have
- list the qualifications they need present to support the team (Eg. Specific Populations Training for CALD or Disabilities)

PROCESS FOR RECRUITMENT

The recruitment process outlined below supports Fitness Embassy® in finding a suitable person to join Management and/or Fitness Embassy® Partner team by: -

1. identifying a need (see above 'identifying the need for recruitment')
2. defining the value proposition - what would a person receives from working for Fitness Embassy®
3. developing a position description – including background about Fitness Embassy® and its Purpose
4. advertising the available position through professional networks known to Fitness Embassy®
5. creating a selection process and conduct an interview

At this point in the process Fitness Embassy's® Management will reference-check the applicant's qualifications and referees. There will be four (4) mandatory checks including: -

1. Validation of the qualification – is it authentic?
2. Currency of the qualification
3. Professional Development and supporting documents to ensure industry currency

4. Mandatory Working With Children, WWC and Criminal Checks for those working with children, and Participants of the NDIS

Fitness Embassy's® Management will also contact Referees as noted in the applicant's Curriculum Vitae/Resume.

MAKING THE JOB OFFER

After completing the recruitment process, Fitness Embassy® will select their preferred candidate. Fitness Embassy® will then provide the candidate with a written employment/contractor Agreement and negotiate remuneration conditions that are mutually satisfying.

Once the decision has been made, the candidate will be contacted as soon as possible, as delays may give the successful applicant more time to consider alternative offers.

The initial employment offer is commonly verbal. It will then be supported with a written letter of offer. The letter will offer a mandatory 3-month probation period.

Prior to the letter of offer can be issued, the successful candidate must be able to demonstrate 100 points of identification as part of the following conditions of employment: -

- 70 points: current AHRPA Registration, Birth Certificate, Citizenship certificate, current passport, expired passport that was not cancelled and was current within the preceding two (2) years
- 40 points: Australian drivers' licence

Furthermore, it is a mandatory requirement to provide the following evidence: -

- Copy of Birth Certificate, or passport
- Qualifications and experience
- Professional Indemnity Insurance – a Certificate of currency for current insurance that meets the minimum level of cover commensurate to the scope of the fitness trainer or dance instructor
- Public Liability Insurance – a Certificate of currency for current insurance that meets the minimum level of cover commensurate to the scope of practice of the staff member or Fitness Partner.

Once this is provided and the preferred candidate has accepted the position, all of the unsuccessful applicants will be notified and offered feedback if it is requested by them. Fitness Embassy® not only believes this is a basic courtesy, it provides an opportunity to further professional develop the applicant as a corporate social responsibility for future applicants within the fitness community.

WRITTEN LETTER OF OFFER

A written letter of offer will be prepared for the successful candidate and will state the position title, salary, starting date, length of probation period and any special conditions of employment.

The letter of offer will need to be prepared and then signed by the new employee as an official documented acceptance of the offer prior to them starting employment.

NEXT STEPS

The successful candidate will then begin their mentoring program as outlined in the Mentoring Program for Fitness Embassy® Partners/Contractors Policy (Page 4, please also see Annexure 1 and Annexure 2.

Policy Author:	Janine Cameron
Policy Owner:	Fitness Embassy®
Contact:	Janine Cameron
Key Stakeholders:	All staff including Fitness Embassy® Partners

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0.2	25/03/2019	Janine Cameron	Review of Policy
0.63	25/07/2019	Janine Cameron	Amendment to Policy next steps

Service Level Agreement

PURPOSE

It is a requirement of the NDIS that once the decision has been made by the NDIS Participant and/or their carer to engage a provider's service, then a Service Level Agreement (SLA) must be prepared. Service Level Agreements are made between the NDIS Participant and the provider, or between another person (like a family member or friend) and the provider. Service Level Agreements are different from an NDIS plan. The plan lists NDIS supports and funding, but a Service Level Agreement is about delivering those supports.

SCOPE

- All Staff
- All Fitness Embassy® Partners
- All NDIS Participants and Carers

POLICY STATEMENT

Fitness Embassy® will provide a Service Level Agreement to every NDIS Participant on agreement of the service to be provided.

Fitness Embassy's® Service Level Agreement template follows this Policy.

SERVICE LEVEL AGREEMENT INFORMATION

The following will be included in your Service Level Agreement: -

- What services Fitness Embassy® agrees to provide
- The cost of the services
- Where the service is to be provided
- How long you wish the services to be provided
- When and how your service level agreement will be reviewed
- How any problems or issues that may arise will be handled
- Your responsibilities under the service agreement – such as letting Fitness Embassy® know if you can't make a session
- Fitness Embassy's® cancellation policy
- Fitness Embassy's® responsibilities – such as working with you to deliver your supports and services in the right way
- How you or your provider may change or end the service agreement

FITNESS EMBASSY®



Service Agreement

Participant: **

Date of Birth: **

Client Number: **

Parties

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

Participant **

Participant's Carer: **

and

provider

Fitness Embassy®

Enable Movement

This Service Agreement will commence on ** for the period of **'s NDIS Plan – **. Each twice/weekly ½ hour session will be one on one and will continue to look at individual skills development and training together with a goal of improving **'s overall health/behaviour and to also teach him through movement and exercise how to interact appropriately with his social network/s.

Enable Social

** will also join weekly ** Hip Hop Class. This Service Agreement will start on ** and run until **'s Plan Review in **.

The NDIS and this Service Agreement

This Service Agreement is made for the purpose of providing supports under the participant's NDIS plan. 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, and
- 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 therapeutic support to enable ** further develop his/her mind and body through exercise and well-being. We would like ** to continue to develop the skills to exercise and explore behaviour management techniques through movement towards happiness. He/she will be able to communicate with trained professionals and achieve well set goals. He/she will become a happier person and hopefully work towards being part of a group of like-minded adolescents to exercise together.

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.

Fitness Embassy will charge ** \$** per half hour for 1 session a week

Fitness Embassy will charge ** \$** for Hip Hop Session per week

Support Category	Outline	Date of Service	Provider	Amount
**	1x1 Exercise & Movement Session Hip Hop Group Therapy Class	**** dates *****	** from Fitness Embassy®	\$**

Responsibilities of the provider

The provider agrees to:

- review the provision of supports at least [monthly] with the participant/carer
- once agreed, provide supports that meet the participant’s needs at the participant’s preferred times
- communicate openly and honestly in a timely manner
- treat the participant with courtesy and respect
- consult the participant on decisions about how supports are provided
- give the participant information about managing any complaints or disagreements and details of the provider’s cancellation policy (if relevant)
- listen to the participant’s feedback and resolve problems quickly
- give the participant a minimum of 24 hours’ notice if the provider has to change a scheduled appointment to provide supports
- give the participant the required notice if the provider needs to end the Service Agreement (see ‘Ending this Service Agreement’ below for more information)
- protect the participant’s privacy and confidential information
- provide supports in a manner consistent with all relevant laws, including the National Disability Insurance Scheme Act 2013 and rules, and the Australian Consumer Law; keep accurate records on the supports provided to the participant
- issue regular invoices and statements of the supports delivered to the participant.

Responsibilities of the participant/participant’s Representative

The participant/participant’s representative agrees to:

- inform the provider about how they wish the supports to be delivered to meet the participant’s needs
- treat the provider with courtesy and respect
- talk to the provider if the participant has any concerns about the supports being provided
- 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 can, at their discretion, charge the participant for the missed session.
- give the provider the required notice if the participant needs to end the Service Agreement (see ‘Ending this Service Agreement’ below for more information), and
- 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.
- discuss any changes to sessions, further sessions, trainer issues or NDIS Billing enquiries with the General Manager of Fitness Embassy®, the participant or their representative/s are not, under

any circumstance, to communicate directly with the trainers about changes to the sessions or additional sessions. Fitness Embassy® is the Registered Provider for ALL NDIS services, our trainers are NOT individually covered to train any participant.

Payments

The provider will seek payment for their provision of supports once Eric's carer signs this agreement. The invoice will be sent at the end of each month for the services incurred to Eric's Plan Manager, Soul Harmony.

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 a minimum of 2 weeks' notice. If either party seriously breaches this Service Agreement the requirement of notice will be waived.

Feedback, complaints and disputes

In Summary:

If the participant wishes to give the provider feedback, the participant can talk to *their Trainer*

If the participant is not happy with the provision of supports and wishes to make a complaint, the participant can talk to *Janine Cameron*, the General Manager of Fitness Embassy.

If the participant is not satisfied or does not want to talk to this person, the participant can contact the National Disability Insurance Agency by calling 1800 800 110, visiting one of their offices in person, or visiting ndis.gov.au for further information.

Attached to this SLA is Fitness Embassy's® full Policy on Complaints and the steps you should take should you need to raise any issue or concern. **(Annexure 1)**

You can also find Fitness Embassy's® full Policy and Procedures Manual on the website, www.fitnessembassy.com.au

Privacy Policy and Responsibilities

Fitness Embassy® respects and protects the privacy of our clients, staff, Fitness Embassy® Partners, NDIS Participants and carers by operating in accordance with the Privacy Act 1988.

All Clients and NDIS Participants have the right to privacy and confidentiality of their personal information. Simply stated, access to client and participant records must be restricted to only those who require it, particularly relevant trainers, and access to any information does not give any person ownership of a client or participant's record.

The term "Personal Information" in this privacy policy means any information from which a person may be identified or from which an identity can be ascertained.

Fitness Embassy® uses up to date computer security to protect information from viruses. As added security, access to all computers require a passcode.

Clients and participants in the NDIS may nominate a third party to access their records, if they require. This request must be in writing and will be kept on file.

Management confidentially store paper documents that are placed in a locked cabinet that cannot be accessed by anyone who does not require access and protected by a physical security system. All stored information is kept for the minimum seven (7) years as required by the Privacy Act of 1988.

Electronic Participant records are stored in a password-protected system that cannot be accessed by anyone who does not require access and be protected with security software. This may include the following information but is not limited to: -

- Client contact records
- Service Level Agreements (SLAs)
- Designed Training Programs
- Emergency contact details
- Medical history (if any)
- Support worker/carer details; and
- Any special considerations

Under the Privacy Act 1988, clients and Participants in the NDIS have the right to access personal information held about them. If the information is incorrect, they can request Fitness Embassy® to amend.

By signing this Service Level Agreement you are authorising Fitness Embassy® to maintain private information provided by yourself in relation to the participant for their use. All information will be dealt with as detailed above.

Further information on our Privacy responsibilities can be found within the Fitness Embassy® Policies and Procedures manual.

Marketing & Social Media

Fitness Embassy's® requests permission of the NDIS Participant and/or their carer, to use video footage and/or photographs of the participant for marketing on their public website and/or social media platforms. If you do not wish to be part of such marketing, please let Janine Cameron, General Manager know when you return this signed SLA.

Goods and Services Tax (GST)

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

- 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 (NDIS Act), in the participant's NDIS plan currently in effect under section 37 of the NDIS Act;
- the participant's NDIS plan is expected to remain in effect during the period the supports are provided; and
- the [participant/participant's representative] 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.

Social Media Policy

PURPOSE

With the wide and rapid spreading of information generated via social media, it is essential that we participate in online conversations in order to have the opportunity to both respond to, review, as well as market our own activities.

Social media will however hold us accountable in the public space, so it is important that we are proactive, as well as reactive, in our approach.

Fitness Embassy's® Social Media Policy seeks to provide a basis for operating in and around the social media environment, empowering us all to participate in, and contribute to, this conversation with certainty.

SCOPE

- All Staff
- All Fitness Embassy® Partners
- All Clients
- All NDIS Participants and Carers

POLICY STATEMENT

Use of social media platforms such as Facebook, LinkedIn, blog articles, Instagram and other online social networking tools are now part of everyday life. Social media, when used appropriately provides new mediums by which to develop relationships with current and potential clients and the community. With this in mind, Fitness Embassy® recognises that social media should not replace core functions of the public website, but rather to develop and nurture relationships with other users, develop loyalty, and provide a real, transparent, honest, and united face for Fitness Embassy®.

Fitness Embassy® encourages all their staff and Fitness Embassy® Partners to maintain caution when browsing the internet or social media sites, alerting the General Manager of any issues that may need attention to allow the appropriate person internally or externally to be identified and respond.

This policy will be reviewed regularly to ensure it remains relevant and applicable to this rapidly changing domain.

FIVE ETHICAL BEHAVIOURS OF SOCIAL MEDIA

Fitness Embassy® will predominately adhere to and educate others on the fundamentals of the five Ethical Behaviours of Social Media.

These include: -

1. *Show Respect* - Be courteous to the people on the other end and hold their feelings and emotions in high regard
2. *Show Responsibility* - Take initiative to be trustworthy
3. *Demonstrate Integrity* - Show sound and moral character
4. *Be Ethical* - Be correct and honest in your conduct
5. *Add Value* - Move the ball forward in all your conversations. Provide an insight or a point of view that is helpful.

SOCIAL MEDIA PRINCIPLES

Fitness Embassy® expects its staff and Fitness Embassy® Partners to behave professionally at all times whilst communicating through Social Media platform/s. To this effect, the following principles must be followed at all times including: -

Respect Property

Give credit for other people's opinions and property and get permission to use where required.

Respect Privacy

Do not publish or use irresponsibly information gathered or personal identifiers. There are no exceptions to this rule. Refer to Fitness Embassy's® Privacy Policy if unsure of its requirements.

Respect Copyrights and Trademarks

Do not post another company's trademarks or any copyrighted material belonging to another company without getting approval first.

Accept Corporate Social Responsibility

When Fitness Embassy® posts it, we are accepting of the consequences.

Demonstrate admirable online behaviour

Anything published online will remain on the internet. Comply with any regulations that govern Fitness Embassy's® site and social media.

Conscientiously represent Fitness Embassy®

Everything stated by a staff member or Fitness Embassy® Partner represents the company and hold a corporate social responsibility and duty of care to promote fitness and wellbeing within the local community.

Mix Personal and Business lives Carefully

Everything posted on staff and Fitness Embassy® Partner personal social media platforms Eg: Facebook, Instagram etc must positively impact Fitness Embassy®.

Use Good Judgment

Share personal and professional opinions online but avoid anything that could be considered poor taste or detrimental to Fitness Embassy®.

Protect Fitness Embassy's® Proprietary Information

All staff and Fitness Embassy® Partners are obligated to protect company information by correctly using all registered trademarks including text, logo and colours.

Post Truthful Information

All content posted is original and created by Fitness Embassy®. Fitness Embassy® does not repost content that is not in its original form.

Provide Value for Clients

Social media content and copy is designed to promote exercise literacy, encourage and motivate movement and be value-add in nature to promote engagement and followers.

Monitoring of Social Media Platforms

Fitness Embassy® Management monitor all of its social media sites to ensure compliance that will positively promote its services delivered.

BREACH OF POLICY

Disciplinary action may result in instances where members of Fitness Embassy® staff and/or Fitness Embassy® Partners breach this policy.

TERMS:

Social Media Tools that Fitness Embassy® utilise refers to platforms that may include but are not limited to: -

1. Social networking sites such as Facebook, Instagram, LinkedIn.
2. Video and photo sharing websites Eg. YouTube
3. Blogging articles including corporate blogs, personal blogs or blogs hosted by traditional media publications.

Policy Author:	Janine Cameron
Policy Owner:	Fitness Embassy®
Contact:	Janine Cameron
Key Stakeholders:	All staff including Fitness Embassy® Partners

Version History			
Version	Date	Author	Details
0.1	01/05/2018	Janine Cameron	Original draft document
0.2	16/04/2019	Janine Cameron	Review of Policy



Succession Planning Policy

PURPOSE

Fitness Embassy® see's succession planning as a key driver in developing and sustaining operational excellence. Developing internal people with the potential to fill key business leadership positions in the company through appropriate Succession planning will ensure that employees are recruited and developed to fill each key role within the company as we evolve.

SCOPE:

- All Staff
- All Fitness Embassy® Partners

POLICY STATEMENT

Fitness Embassy's® succession planning ensures critical roles in the business will have sufficient team coverage. This is achieved through developing key members of our team. Those employees who we perceive to have the necessary skills, knowledge and personal qualities, but more importantly embrace culture, learning, mobility and change and have the capacity and desire to progress, can be identified to fill more senior positions in our organisation.

Succession plan also recognises that staff may one day leave our organisation and provide a process for dealing with the impact of their departure. Succession planning should focus on all existing and potential key positions in our organisation i.e. positions that are crucial to the success of our business. The NDIS Section of our business is paramount to Succession Planning.

SUCCESSION PLANNING GUIDELINES

Fitness Embassy's® General Manager & Director will: -

- Review and list current and emerging business needs, considering existing work projects, future known business priorities and any strategic planning undertaken.
- Maintain and update the organisational Chart (see below) identifying the key positions in our business.
- Identify and list potential positional gaps in the business, who is likely to leave permanently or take extended leave and/or what roles will be required to support our growth plan.
- Evaluate/assess all employees. Identify those who actively apply our culture, mission and values align their approach to our service charter, have the skills, potential and motivation to be promoted and to
- what existing and new positions they would be best suited.
- Develop and implement the plan. Outline individual employee's career development plans – timeframes, future positions/career path being targeted, training and development activities to be employed for each individual and get their input and agreement in the process.
- Monitor, manage, review and update the plan. As a result of changes in the team, employment trends and potential skills shortages, business trading conditions, employees' developmental progress, ongoing staff concerns and feedback, etc.

- NDIS Client Experience
- Management/NDIS Client Services
- Outsourced Services

Progue Accounting Pty Ltd
Accountant- S.Imms
 Company Registration
 Financial accounting
 Business Activity Statements
 Superannuation
 Management Reports & Financials
 Document lodgement ATO

BASiC Bookkeepers Pty Ltd
Bookkeeper- M.Marta
 Quarterly Business Activity Statements
 Superannuation
 Management Reports & Financials
 Document lodgement

Embassy Consulting Pty Ltd
IT Support
Web Development
D.Romero
J.Caccamo/A.Prasad
 Management of internet, telephone,
 website design/development &
 maintenance
 IT accounts and hosting services
 Email management
 Print & Social Media Marketing

Embassy Exchange Pty Ltd
Director – E.Said
 Holdings Company

Fitness Embassy Pty Ltd
CEO/Director- E.Said
 Facility onsite supervisor
 Remedial massage
 Movement specialist
 Complaints & Reportable Incident Officer
 Internal Audit Team Member
 Trainer & Assessor
 NDIS Compliance
 Provider Digital Access
 Employment Contract
 Work Health & Safety
 NDIS Annual review reports

General Manager- J.Cameron
 Complaints & Reportable Incident Manager
 NDIS Compliance
 SLA Development
 NDIS Consultation & Screening
 LAC & Plan Manager liaison
 Account management Portal, selfmanaged,
 managed
 Child Protection Officer & Liaison with Service
 NSW
 Policy & Procedures contact
 Return to Work Coordinator
 Fitness Partner- myinvoices
 Work Health & Safety

Community Engagement Manager
A.Holding
 Fitness Partner Support Worker
 Fitness Partner Mentoring & Professional
 Development
 Accounts- Portal, selfmanaged, managed
 Fire Warden
 Facility onsite supervisor
 Trainer & assessor

Fitness Partner- Enable Motion
Exercise Physiology
Samuel Beard
 NDIS Annual review reports
 Exercise plan development & review
 Exercise prescreening
 Fitness Partner supervisor
 Hazard identification
 Reportable incidents
 Manual handling register
 Equipment maintenance register

Fitness Partner- Enable Motion
Exercise Physiology
 E.Said
 J.Baxter
 S.Walling
 M.Moy
 Z.Winsloe
 F.Harper
 A.Wollam
 Exercise prescreening
 Exercise prescription & delivery
 Client training session notes
 Mentee program participation
 Hazard identification
 Work Health & Safety
 Manual handling register
 Equipment maintenance register
 Fortnightly invoicing

Fitness Partner- Enable Social
Hernan Yoia
 Principal Instructor
 Choreography
 Hip Hop dance
 Verbal prescreening
 Work Health & Safety
 Reportable incidents
 Fortnightly invoicing
 Annual performance

Fitness Embassy Pty Ltd
Organisational Chart & Team Responsibilities
 Commercial in Confidence 2019

Work, Health and Safety Policy (WH&S)

PURPOSE

Fitness Embassy® adheres to all WH&S legislation in an effort to protect the health, safety and welfare of all clients, NDIS Participants, Carers and staff including Fitness Embassy® Partners by implementing general practices to be observed by all.

SCOPE:

- All Clients
- NDIS Participants and Carers
- All Staff
- All Fitness Embassy® Partners
- All visitors to the Fitness Embassy®

POLICY STATEMENT

Fitness Embassy® has an enduring commitment to the health and safety of all our staff, Fitness Embassy® Partners, clients, NDIS Participants, Carers and visitors to the Fitness Embassy®. This policy has been developed in line with legislative requirements and internal consultation processes.

In accordance with all NSW health and safety legislation, all staff, Fitness Embassy® Partners, clients, NDIS Participants, Carers and visitors at Fitness Embassy® have health and safety responsibilities.

GOALS

This policy aims to reduce or completely remove the risks to the health, safety and welfare of all that attend the Fitness Embassy® at any given time. A key aim is to ensure all Fitness Training sessions including Enable Motion, Enable Social, mentoring, massage therapy, rehabilitative training and educational activities are done safely and within scope of practice.

RESPONSIBILITIES

STAFF AND FITNESS EMBASSY® PARTNER

Fitness Embassy® Staff and Fitness Embassy® Partners are responsible for providing and maintaining the following responsibilities as outlined in the following agreements including: -

- FE Agreement Contractor Employment - Enable Motion/Enable Social (Annexure 4, 5)
- FE Fitness Partner Professional Development Pathway (Annexure 6)

This includes but are not limited to: -

- A safe training and learning environment
- Safe systems
- Equipment and facilities in safe condition – Reference is made to Fitness Embassy's® Manual Handling and Equipment Manual (Annexure 7 – Sample)
- Facilities in place for the welfare of all staff, Fitness Embassy® Partners, clients, NDIS Participants, Carers and visitors

- First aid kits to be on the premises and stocked at all times
- Adequate air ventilation especially in training areas
- Sufficient lighting
- Change rooms, bathrooms to be cleaned regularly
- Any information, instruction, training and supervision needed to make sure that all staff, Fitness Embassy® Partners, clients, NDIS Participants, Carers and visitors are safe from injury and risks to their health
- A commitment to consult and co-operate with staff, Fitness Embassy® Partners, clients, NDIS Participants, Carers and visitors in all matters relating to health and safety
- A commitment to continually improve our performance through effective safety management.

Fitness Embassy® is a New South Wales registered and operated business. In an event that a staff member of the Fitness Embassy® Management and/or a Fitness Partner sustains an injury onsite at work, the Chief Executive Officer, CEO or General Manager/Return to Work Coordinator must be informed immediately.

The Return to Work Coordinator, Janine Cameron will work in accordance with the State Insurance Regulatory Authority, SIRA under the Workplace Injury Management and Workers Compensation Act 1998.

Fitness Embassy® holds a current policy pack with ICare namely: -

- Policy Pack – Fitness Embassy Pty Limited
- Policy number – 188183401

Fitness Embassy® is committed to ensuring transparent and proper care are taken to support the health and well-being of the injured staff member and support them in their insurance claim. This is designed to maintain a timely return to work plan, which may include modified duties in the steps towards resuming full duties.

The *If you get insured at work* poster issued by NSW Government is on display in the Fitness Embassy® office (Annexure 12).

FITNESS EMBASSY® STAFF, CLIENTS, NDIS PARTICIPANTS AND CARERS

Staff, Fitness Embassy® Partners, Clients, NDIS Participants and Carers are responsible for but not limited to: -

- Complying with any reasonable directions (such as safe work procedures) given by staff management for health and safety
- Their agreement and adherence to the Manual Handling and Equipment Manual (Annexure 8)
- Ensuring their own personal health and safety and that of others at the Fitness Embassy®
- Their own clean and healthy personal hygiene
- Any spillages to be immediately cleaned and dried; cordoning area off until safe (Eg. spillages and/or biohazard)
- Any injuries to be dealt with immediately by the First Aid Officer
- All open cut spillage to be cleaned immediately
- Not misuse or interfere with anything provided for health and safety
- Report all accidents within the Fitness Embassy® immediately to the CEO and/or General Manager, no matter how trivial
- Report all known or observed hazards to staff management.

Please refer to Annexure 11 for further information regarding Fitness Embassy®'s floorspace hazard identification and response procedures.

Fitness Embassy® expects all visitors to the embassy to comply with this policy and to maintain the health and safety of those around them.

MANUAL HANDLING AND EQUIPMENT

Fitness Embassy® has a hard copy Manual Handling and Equipment Manual located at the reception desk at the premises and each of the Fitness Embassy® Partners has an electronic soft copy. This manual gives a clear understanding of the basic safety requirements and procedures that a Fitness Embassy® Partner must adhere to whilst training clients, NDIS Participants and/or carers when they are visiting Fitness Embassy®. The main objective of the Manual Handling and Equipment Manual is to ensure the safety for all that attend Fitness Embassy® at any time.

Fitness Embassy® has purchased specific fitness equipment to support the mobility needs of its NDIS Participants, and such equipment (as is the procedure for all other equipment) routinely checked each fortnight using an Equipment Maintenance Register (Annexure 9).

ENABLE MOTION & ENABLE SOCIAL SESSIONS

Fitness Embassy® has a responsibility to the NDIS Participants and their Carers' in the Enable Motion and Enable Social sessions. It is a requirement that there be a Fitness Embassy® Partner Supervisor on the floor at all times when such programs are operating with accessible First Aid equipment. For Enable Social, a roll is taken at the beginning of each session, so the Supervisor has full accountability on who is attending the session that day and their specific needs as outlined in the client's file both stored in hard and within the cloud system.

The Enable Motion sessions are scheduled at days and times appropriate to the goals and objectives of the NDIS Participant.

To ensure that NDIS Participant care is the primary focus, sessions may run in isolation as a private studio setting where the NDIS participants and patron's safety are concerned. If the goal of the NDIS participant is social interaction, session bookings will take place in an All Abilities inclusive environment where mainstream clients are also training within the collective floor space.

To further promote safety at Fitness Embassy®, no more than three (3) NDIS Participants who are considered 'low functioning', as noted in their Pre-Exercise Screening Questionnaire (Annexure 10) document, will be booked at any one session time.

Fitness Embassy® Management has ensured that each trainer can maintain the focus and level of exercise adherence required to reach program goals and functional milestones.

HYGIENE & CLEANLINESS

Hygiene is an important factor to ensure that the best level of care is delivered to our clients, NDIS Participants, Carers and visitors to Fitness Embassy®. This includes the daily cleaning of the premises, including the bathroom facilities, vacuuming, and the wiping down of all equipment after each use with a client.

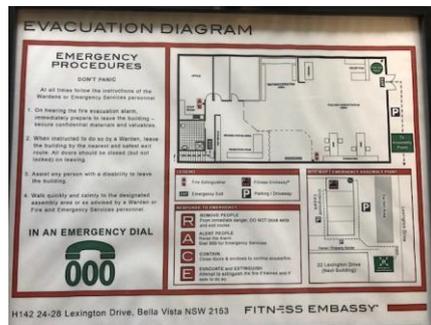
The physical premises is clean and safe with all fitness equipment managed from probable risk or potential injury. Any hazard that may be potentially harmful is identified and controlled according to Fitness Embassy's® Manual Handling and Equipment Manual.

FITNESS EMBASSY® PHYSICAL PREMISES – COMPLIANCE

H142, 24 – 28 Lexington Drive, Bella Vista is compliant with the Building Code of Australia, BCA with particulars towards accessibility into and within the open-plan site, bathroom accessibility, as well as emergency exits and evacuation procedures.

An assigned Fire Warden is present onsite who attends scheduled meetings for the commercial complex. Upon entry to Fitness Embassy®, there is a Fire Evacuation Diagram (image below) on the wall to the right.

Fitness Embassy® employs Beaver Fire Services bi-annually to conduct onsite checks of all existing alarms.



To maximise safety when entering and accessing Fitness Embassy®, all clients, NDIS Participants, Carers and visitors have access to onsite parking. Disabled Patrons also have access to additional Disability Parking spots provided they have appropriate permits. Fitness Embassy® Management have also negotiated with neighbouring businesses to provide disabled patrons access to over-size parking bays.

Fitness Embassy® has a portable ramp available for wheelchair access into the premises. All staff and Fitness Embassy® Partners have access to the ramp should they have a client that requires it. This can be achieved and maintained, as all training session times are by appointment only.

If any client requires further assistance with parking, using the ramp and entry to the premises, they are invited to inform the General Manager at their initial client consultation/meeting who will receive information regarding the 'Disability car parking' 3 step process for their sessions.

REVIEW OF POLICY

Fitness Embassy® seeks the co-operation of all concerned. Fitness Embassy® encourages suggestions for realising our Health and Safety objectives to create a safe working and training environment with a zero-accident rate.

To realise the above, this policy will be reviewed every 12 months in full consultation between Fitness Embassy® management, staff, Fitness Embassy® Partners, and in some instances clients.

Policy Author:	Janine Cameron
Policy Owner:	Fitness Embassy®
Contact:	Janine Cameron
Key Stakeholders:	All staff including Fitness Embassy® Partners

Version History			
Version	Date	Author	Details
0.1	01/05/2018	Janine Cameron	Original draft document
0.2	16/04/2019	Janine Cameron	Review of Policy

ANNEXURE 1

FITNESS EMBASSY®



**MOVEMENT AS A MEDIUM
TOWARDS HAPPINESS®**

THE FITNESS EMBASSY® MENTORING PROGRAM

All Mentoring Programs completed can be accessed by Partner Supervisors in the following secured drive and file location: Z:\Fitness Embassy\Team Mentoring & Professional Development

The Fitness Embassy® Mentoring Program is categorised into five (5) Professional Standards for {Enter Name of Mentee}:

Standard 1: Know the content and how to support clients		
<i>Professional knowledge and understanding according to Scope of Practice of a Level 1, 2, or 3 Fitness Partner or a Level 1, 2 Dance Instructor.</i>		
Essential	Proficient	Highly Accomplished
<input type="checkbox"/> Demonstrates understanding of the concepts of the Enable Motion and Enable Social program appropriate to the participants' behavioural, literacy, movement and well-being needs	<input type="checkbox"/> Applies knowledge and understanding of the concepts of the Enable Motion and Enable Social program using a wide range of strategies appropriate to the participants' behavioural, literacy, movement and well-being needs	<input type="checkbox"/> Supports colleagues and leads initiatives within Fitness Embassy® to evaluate and improve knowledge and understanding of the concepts of the Enable Motion and Enable Social program appropriate to the participants' behavioural, literacy, movement and well-being needs
Standard 2: Plan and implement effective training and instructing sessions		
<i>Professional Practice will be demonstrated through the planning and implementation of effective fitness training/dance instruction sessions as part of the Mentee's professional development.</i>		
Essential	Proficient	Highly Accomplished
<input type="checkbox"/> Plans basic training sessions and/or delivers dance sessions that ensure safe sessions with clients using a range of equipment and resources	<input type="checkbox"/> Plans detailed training sessions and/or delivers dance sessions that ensure safe and highly engaging sessions with clients using a range of equipment and resources to promote corrective movement for Activities of Daily Living, ADLs	<input type="checkbox"/> Exhibits exemplary practice and leads colleagues to plan, implement and review effective training sessions and/or dance sessions that are safe, highly engaging with clients and further improve Activities of Daily Living, ADLs that can be measured
Standard 3: Engage in professional development		
<i>The Mentee be required to engage in professional development within industry outside of Fitness Embassy® to further gain experience and knowledge by building confidence with professional networks independently.</i>		
Essential	Proficient	Highly Accomplished
<input type="checkbox"/> Uses Fitness Embassy® networks to contact professionals within Industry to engage with and invite discussion by improving professional practice	<input type="checkbox"/> Independently establishes collaborative professional relationships with Industry by initiating discussions with external professionals and community representatives by improving professional practice	<input type="checkbox"/> Initiates professional dialogue and collaboration with Industry by initiating discussions with external professionals and community representatives by improving professional practice. Takes a leadership role and advocates professional and community networks and supports the fitness industry in providing external opportunities for fellow Fitness Embassy® Partners

Standard 4: Critical Friends Process; providing feedback through peer-assessment		
<i>Provides session feedback according to the Scope of Practice of a Level 1, 2, or 3 Fitness Partner or a Level 1, 2 Dance Instructor.</i>		
Essential	Proficient	Highly Accomplished
<input type="checkbox"/> Demonstrates understanding of purposeful peer assessment to conduct a critical-friends review of a colleague's training session/s	<input type="checkbox"/> Develops and applies a comprehensive range of peer assessment techniques to both formally and informally determine the effectiveness of a colleague's training session/s with the intent to improve in professional practice and Scope of Practice of the colleague	<input type="checkbox"/> Evaluates Fitness Embassy®'s peer assessment procedures in developing a framework to support a colleague's training session/s with appropriate feedback that is designed to improve in professional practice and Scope of Practice of the colleague
Standard 5: Professional feedback and self-reflection from recipients of training/instructing sessions		
<i>Using feedback, whether formal or informal from clients, NDIS Participants and Carers to positively and professionally grow as a Wellbeing service provider</i>		
Essential	Proficient	Highly Accomplished
<input type="checkbox"/> Receives feedback, whether formal or informal from clients, NDIS Participants and Carers to positively learn and grow as a fitness professional or dance instructor for reflection and further action	<input type="checkbox"/> Interprets feedback, whether formal or informal from clients, NDIS Participants and Carers in a positive manner for reflection and action continuous improvement. Self-reflection adopted, and sessions modified to further promote session engagement and improvement	<input type="checkbox"/> Evaluates feedback whether formal or informal from clients, NDIS Participants and Carers in a positive and constructive manner develop accurate and timely strategies to address the information gathered from the feedback. Self-reflection compared with feedback received from peer assessment aligned for holistic growth and professional development

The mentoring program will be reviewed monthly in discussion with the Mentee and his or her mentor to ensure that a quality, transparent and authentic program is achieved and maintained.

ANNEXURE 2

FITNESS EMBASSY®



**MOVEMENT AS A MEDIUM
TOWARDS HAPPINESS®**

Name of Peer Assessment: [enter name]

Client's/Participant's Name: [enter name]

Length of session: [enter session time]

Name of Assessor: [enter name]

Date Completed: [enter date completed]

Session Goals	
<i>Briefly outline the goals of the session as explained by the trainer</i>	
Question	Response
1. <i>Did the trainer lead the session in a professional and inviting manner? Why or why not?</i>	
2. <i>Did the trainer engage the client/participant throughout the duration of the training session? Provide evidence to support your response</i>	
3. <i>Describe how did the trainer promoted exercise literacy to improve movement patterns and support the client's/participant's Activities of Daily Living, ADLs?</i>	
4. <i>How would you rate the trainer's overall knowledge and understanding of training principles to their level of accreditation and Scope of Practice?</i>	Please tick: <input type="checkbox"/> Extensive <input type="checkbox"/> Sound <input type="checkbox"/> Limited
5. How comfortable were you in peer-assessing a colleague's training session? What support would you like to receive to further improve this professional dialogue?	

FITNESS EMBASSY®



**MOVEMENT AS A MEDIUM
TOWARDS HAPPINESS®**

Name of Mentor: [enter name]

Name of Mentee conducting appraisal: [enter name]

Date Completed: [enter date completed]

Theme	Strongly Agree	Agree	Disagree	Strongly Disagree
<i>My mentor was accessible and available for our monthly meeting and 'catch ups'</i>				
Explain				
<i>My mentor demonstrated an eagerness to learn and also professionally develop</i>				
Explain				
<i>My mentor conducted themselves professionally and I would consider my mentor a leader within Fitness Embassy®</i>				
Explain				
<i>My mentor received this appraisal with a positive approach and was a catalyst to invite further discussion for our workplace</i>				
Explain				
<i>My mentor has overall supported me during my professional development and career as a Fitness Embassy® Partner</i>				
Explain				

ANNEXURE 3

CLIENT TRAINING SESSION NOTES TEMPLATE

Date:							
Warm Up:							
Workout:							
Cool Down:							
Session Notes:							

ANNEXURE 4

FITNESS PARTNER AGREEMENTS

All Fitness Partner Agreements can be accessed by Management in the following secured drive and file location:
Z:\Fitness Embassy\NDIS Compliance Audit 2019\NDIS Audit

FITNESS EMBASSY® 

MOVEMENT AS A MEDIUM TOWARDS
HAPPINESS®

Agreement between Fitness Embassy® Partner and Fitness Embassy Pty Ltd “The Agreement”

Thank you for joining the inspiring team at Fitness Embassy®. Our aspiration is for every Australian to be within reach of Fitness Embassy® so that they receive the highest level of care in building capacity in the area of health, fitness and Wellbeing services.

This can only be achieved with your support by celebrating everyone’s unique needs and by positively challenging our clients and their families to improve each and every day through movement.

Our primary three (3) goals within each movement session are: -

1. Demonstrate correct social behaviour
2. Promote functional capacity for activities of daily living
3. Celebrate self-expression through dance

In supporting our mission and culture, Fitness Embassy® is built upon two (2) pillars that we proudly celebrate as its core foundations:

Movement as a Medium Towards Happiness®
Many Happy Experiences Leads to Fulfilment

Please read the Terms and Conditions outlined in The Agreement. It is designed to ensure that open dialogue exists between all contracted Fitness Partners of the Fitness Embassy® community who hold a Duty of Care for our clients and their families.

We acknowledge and are proud to celebrate the creative ways to deliver exercise through the Enable Motion and Enable Social Programs. They are imperative in improving exercise adherence and role modelling correct social behaviour to meet their individual learning and mobility needs.

We ask that you continue to educate and empower our clients so that they can work towards becoming independent learners while learning hip hop dance in a safe and enjoyable manner.

In signing The Agreement, you accept the responsibility to act as positive and active role models within the community and for the betterment of society through movement.

1.0 Clients/Participants (Lifestyle or NDIS):

- a. All employees and/or contractors of Fitness Embassy Pty Ltd must regard themselves as Fitness Partners and NOT personal trainers whether in written or verbal form.
- b. Enable Social Dance Instructors must hold a current First Aid and CPR certification, along with Dance Instructor Public Liability/Professional Indemnity insurance, kept on file with management.
- c. Maintain current Working with Children Check (WWC) status, with WWC Number kept on file with management.
- d. New Fitness Partners participate in “buddy” induction/observation sessions with a Fitness Partner and have attended an initial consultation meeting with management.
- e. Prior to any exercise or class taking place, an Adult Pre-Exercise Screening Questionnaire and consultation session MUST be conducted. Any participating family member or carer must complete the NDIS Pre-Exercise Risk Stratification Protocol and filed with management.
- f. Fitness Partners attend all professional development workshops organised by Fitness Embassy® to support Working with culturally and linguistically diverse (CALD) adolescents.

- g. All clients/participants referred to Fitness Partners for servicing are clients of Fitness Embassy Pty Ltd, as we are the registered Provider with the National Disability Insurance Scheme (NDIS), which accompanies compliance with the NDIS Quality and Safeguards Commission.
- h. All curriculum within Enable Social programs must be followed and adhered to including: -
 - o Program Goals
 - o Learning Intentions
 - o Mindful Warm-Up
 - o Motor Skill Development
 - o Coaching Cues
 - o Benchmark/s
 - o Building Capacity
 - o Mindful stretch
- i. Fitness Partners utilise coaching cues and movements that build capacity to support a participant's activities of daily living (ADLs).
- j. Fitness Partners may be required to provide written evidence in supporting management in writing client reports in support of Service Level Agreements (SLAs) or annual plan reviews.
- k. All classes must to be conducted within a Fitness Embassy® facility unless discussed prior with management.
- l. Fitness Partners may be required to attend consultation meetings prior to or ongoing with Allied Health professionals, Fitness Embassy management, client, and parent/carer.
- m. If a Fitness Partner is no longer contracted to Fitness Embassy Pty Ltd, they are not permitted to approach or contact any clients of Fitness Embassy Pty Ltd for a period of six (6) months. Any Fitness Partner found to have contacted a client will be found in breach of The Agreement and legal advice will be sought.
- n. Fitness Partners may be required to provide their own audio device to play music to compliment the choreography.

2.0 Enable Social Classes:

- a. All sessions will be arranged by management. All scheduled sessions are to remain in Appointment/Booking software for tracking and accounting purposes.
- b. Any changes to sessions, additional sessions, times or otherwise, must be permitted by management, as this may be in breach of a client's Service Level Agreement (SLA) or external Plan Manager.
- c. Fitness Partners are not permitted to discuss any amendments or cancellations to sessions direct with participants' or their carers'.
- d. If the Fitness Partner is required to obtain information about the client and any sessions, these questions should be directed to management.
- e. If the event that a Fitness Partner is unable to contact management to amend or cancel a session, the Fitness Partner may, at their discretion, contact the client. Full disclosure must be provided to management in such an event.
- f. All sessions are to be conducted within a Fitness Embassy® facility unless discussed prior with management.
- g. Fitness Partners are not to accept money or any employment outside Fitness Embassy Pty Ltd with clients from the Enable Social Programs without prior discussion or written permission from management.
- h. A verbal pre-screen with the client/participant and/or parent/carer to be taken place prior to commencing any movement session regarding general well-being including behaviour and musculoskeletal injuries (if any).

3.0 Clothing/Uniform

- a. Fitness Partners must adhere to the policies and procedures set by Fitness Embassy Pty Ltd at all times, as outlined below: -
- b. Fitness Embassy's inclusive model celebrates our individual styles. Instructors are required to dress in clothing that supports the hip hop culture with appropriate attire that does not represent political, religious, sexual prejudices.
- c. No other Fitness logo that may be deemed a competitor should be seen on clothing when they are representing Fitness Embassy®.

4.0 Equipment and Care for Premises

- a. All keys provided along with security code/s into a Fitness Embassy facility MUST be kept secure and confidential. Breach of this Agreement may result in being held responsible for loss and/or damages to the premises if such an incident occurs.
- b. Fitness Partners are to be mindful of dance appropriateness, ensuring that it is safe when performed according to their level of comprehension, learning needs and functional ability.
- c. Damage to any part of Fitness Embassy® facilities, which may include but is not limited to; walls, lighting fixtures, carpet, toilets, glass, must be reported to immediately to management.
- d. Fitness Partners are to respect the space and keep the facility secure and clean at all times. Vacuum and cleaning equipment are available for use.
- e. Fitness Partners will receive access to Embassy X Membership App where all client/participant information will be stored. Access to all exercise information including the exercise library is to be used for Fitness Embassy client use only.

- f. If you are the final onsite Fitness Partner you will be required to complete the Facility Checklist including turning off all lights, turning off music, and securely locking the facility.

5.0 Time off/Leave

- a. Fitness Partners are asked to provide management with prior notice when leave is required.
- b. Management will arrange alternative Fitness Partners to cover your classes. Under no circumstances is a Fitness Partner to advise a participant or client that they will be on leave and/or attempt to cancel classes, as alternative Fitness Partners instructor or session type may be arranged by management.
- c. It is the responsibility of the Fitness Partner to record and document every session.
- d. On a fortnightly basis, Fitness Partner contractors are required to forward invoices to myinvoices@fitnessembassy.com.au for the sessions completed by Close of Business Thursday in order to be paid in full on the Friday.

SCHEDULE

Fitness Partner Name	[enter name]
Employment Classification	Fitness Partner – Enable Social Level [enter Level 1, or 2]
Employment Type	Fitness Partner/Contractor
Hourly Service Rate	[enter \$value]
Principal Place of Employment	Fitness Embassy® H142 24-28 Lexington Drive BELLA VISTA NSW 2153

SIGNED AS AN AGREEMENT

This Employment Agreement dated [enter day] of [enter month], [enter year]

BETWEEN:

Fitness Embassy Pty Ltd of H142 24-28 Lexington Drive, Bella Vista 2153 **"Employer"**

AND

HERNAN YOIA **"Fitness Partner/Contractor"**.

EXECUTED as a DEED

EXECUTED for and on behalf of FITNESS EMBASSY PTY LTD (ABN 33 615 412 372) in accordance with Section 127(1) of the *Corporations Act 2001* by authority of the Director:



Signature of Director

Eric W. Said

Name of Director

[day] / [month] / [year]

Dated

SIGNED SEALED & DELIVERED by

[enter Fitness Embassy® Partner] ("Contractor"):

.....
Signature of Contractor

.....
Name of Contractor

...../...../.....

Dated

ANNEXURE 5

Agreement between Fitness Embassy® Partner and Fitness Embassy Pty Ltd “The Agreement”

Thank you for joining the inspiring team at Fitness Embassy®. Our aspiration is for every Australian to be within reach of Fitness Embassy® so that they receive the highest level of care in building capacity in the area of health, fitness and Wellbeing services.

This can only be achieved with your support by celebrating everyone’s unique needs and by positively challenging our clients and their families to improve each and every day through movement.

Our primary three (3) goals within each movement session are: -

1. Demonstrate correct social behaviour
2. Promote functional capacity for activities of daily living
3. Educate through exercise literacy

In supporting our mission and culture, Fitness Embassy® is built upon two (2) pillars that we proudly celebrate as its core foundations:

Movement as a Medium Towards Happiness®
Many Happy Experiences Leads to Fulfilment

Please read the Terms and Conditions outlined in The Agreement. It is designed to ensure that open dialogue exists between all contracted Fitness Partners of the Fitness Embassy® community who hold a Duty of Care for our clients and their families.

We acknowledge and are proud to celebrate the creative ways to deliver exercise through the Enable Motion and Enable Social Programs. They are imperative in improving exercise adherence and role modelling correct social behaviour to meet their individual learning and mobility needs.

We ask that you continue to educate and empower our clients so that they can work towards becoming independent learners while using fitness-related equipment in a safe manner.

In signing The Agreement, you accept the responsibility to act as positive and active role models within the community and for the betterment of society through movement.

1.0 Clients/Participants (Lifestyle or NDIS):

- a. All employees and/or contractors of Fitness Embassy Pty Ltd must regard themselves as Fitness Partners and NOT personal trainers whether in written or verbal form.
- b. Fitness Partner employees and/or contractors must hold a minimum Certificate III in Fitness qualification including current First Aid and CPR certification, along with Fitness Professionals Public Liability/Professional Indemnity insurance, kept on file with management.
- c. Enable Social Dance Instructors must hold a current First Aid and CPR certification, along with Dance Instructor Public Liability/Professional Indemnity insurance, kept on file with management.
- d. Maintain current Working with Children Check (WWC) status, with WWC Number kept on file with management.
- e. New Fitness Partners participate in “buddy” induction/observation sessions with a Fitness Partner and have attended an initial consultation session with management.
- f. Prior to any exercise or class taking place, an Adult Pre-Exercise Screening Questionnaire and consultation session MUST be conducted. Any participating family member or carer must complete the NDIS Pre-Exercise Risk Stratification Protocol and filed with management.
- g. Fitness Partners attend all professional development workshops organised by Fitness Embassy to support Working with culturally and linguistically diverse (CALD) adolescents.

- h. All clients/participants referred to Fitness Partners for servicing are clients of Fitness Embassy Pty Ltd, as we are the registered Provider with the National Disability Insurance Scheme (NDIS), which accompanies compliance with the NDIS Quality and Safeguards Commission.
- i. All movement sessions must be supported with a 6 week Enable Motion Program with the following items including: -
 - o Participant's Name
 - o Date of Program
 - o Program Goals
 - o Movement/Exercise
 - o Learning Intentions
 - o Benchmark/s
 - o Building Capacity
 - o Variation Movement/s
- j. Fitness Partners utilise the Enable Motion Visual Card System to guide each Movement Session.
- k. Fitness Partners may be required to provide written evidence in supporting management in writing client reports in support of Service Level Agreements (SLAs) or annual plan reviews.
- l. All sessions are to be conducted within a Fitness Embassy® facility unless discussed prior with management.
- m. Fitness Partners may be required to attend consultation meetings prior to or ongoing with Allied Health professionals, Fitness Embassy management, client, and parent/carer.
- n. If a Fitness Partner is no longer contracted to Fitness Embassy Pty Ltd, they are not permitted to approach or contact any clients of Fitness Embassy Pty Ltd for a period of six (6) months. Any Fitness Partner found to have contacted a client will be found in breach of The Agreement and legal advice will be sought.
- o. As a Fitness Partner, you have been carefully selected and aligned with clients suitable to their age, learning and social needs, functional capacity and training age. At times, we rotate our Fitness Partners so that our clients learn how to socially interact with a range of personality traits and training styles.

2.0 Enable Motion Sessions:

- a. All sessions will be arranged by management. All scheduled sessions are to remain in Appointment/Booking software for tracking and accounting purposes.
- b. Any changes to sessions, additional sessions, times or otherwise, must be permitted by management, as this may be in breach of a client's Service Level Agreement (SLA) or external Plan Manager.
- c. Fitness Partners are not permitted to discuss any amendments or cancellations to sessions direct with the client or their carer.
- d. If the Fitness Partner is required to obtain information about the client and any sessions, these questions should be directed to management.
- e. If the event that a Fitness Partner is unable to contact management to amend or cancel a session, the Fitness Partner may, at their discretion, contact the client. Full disclosure must be provided to management in such an event.
- f. All sessions are to be conducted within a Fitness Embassy® facility unless discussed prior with management.
- g. Fitness Partners are not to accept money or any employment outside Fitness Embassy Pty Ltd with clients from the Enable Motion or Enable Social Programs without prior discussion or written permission from management.
- h. A verbal pre-screen with the client/participant and/or parent/carer to be taken place prior to commencing any movement session regarding general well-being including behaviour and musculoskeletal injuries (if any).

3.0 Clothing/Uniform

- a. Fitness Partners must adhere to the policies and procedures set by Fitness Embassy Pty Ltd at all times, as outlined below:-
- b. Fitness Embassy's inclusive model celebrates our individual styles. Prior to working, the Fitness Partner is required to select and purchase two (2) t-shirts that they will wear to training sessions. They will be reimbursed and paid in full by Fitness Embassy Pty Ltd when a receipt has been presented to management.
- c. T-shirts will have the Fitness Embassy® logo printed on them and arranged and paid by management.
- d. Fitness Partners are required to arrange and wear plain black shorts or plain black tights and this will form part of their uniform.
- e. Uniforms must be worn at all times when they are representing Fitness Embassy Pty Ltd with a client and in support of its proud culture and brand.
- f. No other Fitness logo that may be deemed a competitor should be seen on clothing when they are representing Fitness Embassy®.
- g. Uniform is mandatory to all client/participant sessions.

4.0 Equipment and Care for Premises

- a. All keys provided along with security code/s into a Fitness Embassy facility MUST be kept secure and confidential. Breach of this Agreement may result in being held responsible for loss and/or damages to the premises if such an incident occurs.
- b. Fitness Partners are encouraged to use all the equipment available to them at Fitness Embassy® facilities.

- c. Fitness Partners must treat the equipment with respect and alert management to any hazards or faulty equipment immediately.
- d. Fitness Partners are to be mindful of equipment size and appropriateness, ensuring that it is safe when used by a client according to their training age and functional ability.
- e. Clients/participants may require specific music during the session to promote exercise adherence.
- f. Damage to any part of Fitness Embassy® facilities, which may include but is not limited to; walls, lighting fixtures, carpet, toilets, glass, must be reported to immediately to management.
- g. Fitness Partners are to respect the space and keep the facility secure and clean at all times. Vacuum and cleaning equipment are available for use. Please wipe down all equipment after use.
- h. Fitness Partners will receive access to Embassy X Membership App where all client/participant information will be stored. Access to all exercise information including the exercise library is to be used for Fitness Embassy client use only.
- i. If you are the final onsite Fitness Partner you will be required to complete the Facility Checklist including turning off all lights, returning all equipment to storage, turning off music, and securely locking the facility.

5.0 Time off/Leave

- a. Fitness Partners are asked to provide management with prior notice when leave is required.
- b. Management will arrange alternative fitness partners to cover your client sessions. Under no circumstances is a Fitness Partner to advise a client that they will be on leave and/or attempt to cancel sessions, as alternative Fitness Partners may be arranged by management.
- c. It is the responsibility of the Fitness Partner to record and document every session conducted with a client.
- d. On a fortnightly basis, Fitness Partner contractors are required to forward invoices to myinvoices@fitnessembassy.com.au for the sessions completed by Close of Business Thursday in order to be paid in full on the Friday.

SCHEDULE

Fitness Partner Name	[enter name]
Employment Classification	Fitness Partner – Enable Motion Level [enter Level 1, 2, or 3]
Employment Type	Fitness Partner/Contractor
Hourly Service Rate	[enter \$value]
Principal Place of Employment	Fitness Embassy® H142 24-28 Lexington Drive BELLA VISTA NSW 2153

SIGNED AS AN AGREEMENT

This Employment Agreement dated [enter day] of [enter month], [enter year]

BETWEEN:

Fitness Embassy Pty Ltd of H142 24-28 Lexington Drive, Bella Vista 2153 **"Employer"**

AND

HERNAN YOIA **"Fitness Partner/Contractor"**.

EXECUTED as a DEED

EXECUTED for and on behalf of FITNESS EMBASSY PTY LTD (ABN 33 615 412 372) in accordance with Section 127(1) of the *Corporations Act 2001* by authority of the Director:



Signature of Director

Eric W. Said

Name of Director

[day] / [month] / [year]

Dated

SIGNED SEALED & DELIVERED by

[enter Fitness Embassy® Partner] ("Contractor"):

.....
Signature of Contractor

.....
Name of Contractor

...../...../.....
Dated

ANNEXURE 6

FITNESS PARTNER PROFESSIONAL DEVELOPMENT PATHWAY

This document can be accessed by Management in the following file location: Z:\Fitness Embassy\Team Mentoring & Professional Development

FITNESS EMBASSY®

MOVEMENT AS A MEDIUM TOWARDS HAPPINESS®

LEVEL 3

The Fitness Partner is working towards: -

- Completing 25 hours per week of Enable Motion sessions over 12 months
- Independently leading Fitness Embassy® with cultural integrity
- Mentoring personnel and maintaining client and account records
- Contributing to copywriting and media content creation for the company brand
- Participating in a Fitness Embassy® management role
- Minimum Qualification: Certificate IV in Fitness / Enrolment towards Diploma of Fitness

LEVEL 2

The Fitness Partner is working towards: -

- Completing 15 hours per week of Enable Motion sessions over 12 months
- Independently opens, closes, and maintains the Fitness Embassy® premises
- Communicating effectively with clients, carers, peers and management
- Developing and delivering training programs that promote exercise adherence and improve functional capacity
- Maintaining client/account records for management including Training Register
- Minimum Qualification : Certificate IV in Fitness

LEVEL 1

The Fitness Partner is working towards: -

- Completing 10 hours per week of Enable Motion sessions over 12 months
- Independently cleans and maintains the Fitness Embassy® premises
- Communicating effectively with clients, carers, peers and management
- Developing and delivering training programs that promote exercise adherence and improve functional capacity
- Maintaining client/account records for management including Training Register
- Minimum Qualification: Certificate III in Fitness

ENABLE MOTION

The Fitness Partner is working towards: -

- Instructing 10 Enable Social classes per week over 12 months
- Contributing to the choreography and inclusive artistic expression of dance
- Leading a Fitness Embassy® premises with cultural integrity
- Mentoring Level 1 instructors and facilitating instructor workshops
- Contributing to copywriting and media content creation for the brand
- Leading class performances and presentations to the community
- Minimum Qualification: Dance Instructor Insurance/Work Experience

LEVEL 2

The Fitness Partner is working towards: -

- Instructing 3 Enable Social classes per week over 12 months
- Instructing set choreography and inclusive artistic expression of dance
- Participating in instructor workshops for professional development
- Contributing to media content creation for community awareness
- Participating in class performances and presentations to the community
- Minimum Qualification: Dance Instructor Insurance/Work Experience

LEVEL 1

ENABLE SOCIAL



ANNEXURE 7

FITNESS EQUIPMENT REGISTER

Sample taken from Manual Handling Risk Assessment – Fitness Equipment Register.pdf

This document is located on file: Z:\Fitness Embassy\NDIS Compliance Audit 2019\Manual Handling and Equipment Manual



HEALTH SAFETY ENVIRONMENT

MANUAL HANDLING RISK ASSESSMENT FITNESS EQUIPMENT REGISTER

SITE LOCATION : Fitness Embassy - H142 24-28 Lexington Drive, Bella Vista, NSW 2153

EQUIPMENT NAME : Barbell Bench Press /Adjustable **RISK RATING :** HIGH Possible/Major – Must be performed under supervision with a spotter

IMAGE OF CORRECT TECHNIQUE:



STEP 3: Risk Rating Matrix

		Consequence				
		Insignificant	Minor	Moderate	Major	Severe
Likelihood	Almost certain	Medium	High	High	Extreme	Extreme
	Likely	Medium	Medium	High	Extreme	Extreme
	Possible	Low	Medium	Medium	High	Extreme
	Unlikely	Low	Low	Medium	High	High
	Rare	Low	Low	Low	Medium	High

Likelihood
Almost certain – will occur in most instances where the task is undertaken (greater than 90% chance of occurring)
Likely – will most likely occur where the task is undertaken (greater than 51-90% chance of occurring)
Possible – might occur when the task is undertaken (21-50% chance of occurring)
Unlikely – could happen at some time when the task is undertaken (1-20% chance of occurring)
Rare – may happen only in rare circumstances when the task is undertaken (less than 1% chance of occurring)

Consequence
Insignificant – First aid treatment, minor injury
Minor – single occurrence of medical treatment, minor injury
Moderate – multiple medical treatments, non-permanent injury
Major – extensive injuries requiring medical treatment, serious or permanent injury/illness
Severe – severe injuries/illnesses requiring life support, actual or potential fatality,

ANNEXURE 8

EQUIPMENT MAINTENANCE REGISTER SAMPLE

Sample taken from Equipment Maintenance Register. Completed log-sheets are located on file: Z:\Fitness Embassy\Equipment Maintenance Registers

Premises Location: Fitness Embassy H142, 24-32 Lexington Dr Bella Vista NSW 2153

Date:	Name of equipment & Location within Fitness Centre	Condition of equipment	Storage Conditions	Recommendations for improvement (if appropriate)	Maintenance Performed on the equipment	Learner Signature
11/12/2018	Squat Rack	Good condition. All screws in place and tight			General wipe over to remove dirt and dust.	JB
11/12/2018	Barbells	All Barbells are straight	Rack is in good condition		General wipe over to remove dirt and dust.	JB
11/12/2018	TRX: 1. (At Cables) 2. (Near Boxing bag)	1. TRX still in good condition. 2. TRX in good condition. Buckle at the top still holding well.				JB
11/12/2018	Weight plates/ Medicine Balls	No visible signs of cracking in any of the weight plates. Medicine balls still in good condition.	Weight plates storage is in good condition (no loose holders) Medicine Ball racks are in good condition.			JB

11/12/2018	Concept 2 Rower	Good condition. Seat moves freely, and chain is well lubricated.			General wipe over to remove dirt and dust.	JB
11/12/2018	SMAI Air dyno	Good condition. All screws tight				JB
11/12/ 2018	Celsius Trampoline	Good condition (Brand new). Springs move smoothly.				JB

ANNEXURE 9

PRE-EXERCISE SCREENING QUESTIONNAIRE FOR NDIS PARTICIPANTS

NDIS PRE-EXERCISE RISK STRATIFICATION PROTOCOL

This screening tool does not provide advice on a particular matter, nor does it substitute for advice from an appropriately qualified medical professional. No warranty of safety should result from its use. The screening system in no way guarantees against injury or death. No responsibility or liability whatsoever can be accepted by PT National® and/or Fitness Embassy® for any loss, damage or injury that may arise from any person acting on any statement or information contained in this tool.

Name: _____

Date of Birth: _____ Male: Female: Date: _____

STAGE 1 - Pre-exercise Screening

Please circle response

1. Has your doctor ever told you that you have a heart condition or have you ever suffered a stroke? Yes No

2. Do you ever experience unexplained pains in your chest at rest or during physical activity/exercise? Yes No

3. Do you ever feel faint or have spells of dizziness during physical activity/ exercise that causes you to lose balance? Yes No

4. Have you had an asthma attack requiring immediate medical attention at any time over the last 12 months? Yes No

5. If you have diabetes (type I or type II) have you had trouble controlling your blood glucose in the last 3 months? Yes No

6. Do you have any diagnosed muscle, bone or joint problems that you have been told could be made worse by participating in physical activity/exercise? Yes No

7. Do you have any of the following medical condition(s) and/or disabilities. Please circle: Yes No

- | | |
|--|---|
| <input type="checkbox"/> Intellectual disability | <input type="checkbox"/> Cerebral palsy |
| <input type="checkbox"/> Spinal cord injury or brain injury | <input type="checkbox"/> Autism |
| <input type="checkbox"/> Permanent blindness | <input type="checkbox"/> Deafblindness |
| <input type="checkbox"/> Genetic conditions resulting in intellectual and/or physical impairment | <input type="checkbox"/> Amputation |

8. If you circled 'Yes' please provide details: _____

IF YOU ANSWERED 'YES' to any of questions 1 - 6, please seek guidance from your GP or appropriate allied health professional prior to undertaking physical activity/exercise. If required, for Questions 7 - 8, please provide further information regarding medical condition(s) and/or disabilities.

Fitness Embassy informs the participant that the information and exercise presented in the facility are intended for educational purposes only. Please ensure that a medical clearance or pre-exercise screening questionnaire has been conducted prior to performing any of the movements demonstrated and prescribed. Fitness Embassy reserves all rights. No part of the choreography may be reproduced, distributed, or transmitted in any form or by any means for commercial purposes without the prior written permission of Fitness Embassy. For permission requests, please contact management for further details or queries.

Participant's Parent/ Carer Name: _____

Mobile Number: _____ Email Address: _____

Signature: _____ Date: _____



Conditions of Exercise Participation

A client may be asked to remove certain articles of clothing to allow for postural and/or body composition assessment prior to participating in exercise.

A client is entitled to bring a chaperone if they so wish to.

Liability: FITNESS EMBASSY® accepts no responsibility for the exercise received. Any professional liability is between the client and the Fitness Partner. All Fitness Partners are insured through their respective Fitness insurance companies. All FITNESS EMBASSY® Fitness Partners adopt assurance protocols in accordance with their scope of practice as are specified by the relevant Fitness Industry associations.

Client Confidentiality

Your personal health information, exercise history, and your health record may be collected, used and disclosed for the following reasons:

For communicating with other treating medical and allied health professionals which may include your GP, Physiotherapist, Accredited Practising Dietitian, Podiatrist

For follow-up/ Reminder calls

For discussion with third party insurers

Accounting/ Medicare/ Health insurance procedures

Disease notification as required by law

For use by all the Fitness Partners in this practice when consulting with you

For legal disclosure as required by a court of law

If you have any concerns or wish to restrict access to your information please discuss these with your Fitness Partner or General Manager. This practice adheres to national privacy principles (www.privacy.gov.au) and has a written policy available for your perusal.

Informed Consent

Participation in exercise, along with stretching and mobility sessions are considered to be an extremely safe method of Health Care. Treatment may include (But not limited to) such things as cardiovascular exercise in which to elevate the heart rate, balance and stability to improve proprioception, strength training to increase muscle tone/hypertrophy.

I understand that the exercises prescribed will be appropriate to the training age (beginner, intermediate, advanced) for my physical and intellectual ability.

I understand that I will be informed of both the reasons for the use of any exercise equipment during my exercise sessions and their potential risks, which may include: Temporary soreness after exercise within 24 to 48 hours commonly referred to as Delayed Onset Muscle Soreness, DOMS.

Bruising

Soft Tissue injuries such as sprains, strains or rupture to muscles, tendon or ligament may occur- But are not common

Very rarely, however possible such injuries may result in long term pain, weakness and loss of sensation to extremities of the body.

I certify that I will inform my GP or physician if I am suffering from any of the following symptoms post exercise including:

Dizziness, Vertigo or Fainting

Disturbance of Vision I.E. Blurry or double vision

Nausea or Vomiting

Change in Gait (walking)

Loss of sensation in the extremities of the body Eg. Fingers and toes.

I understand that participation in exercise is not compulsory and that I may refuse training with a Fitness Partner and discuss possible alternative methods of exercise with my GP or physician. I do not expect the GP or physician to be able to anticipate all of the potential risks and complications associated with my proposed exercise plan. All the above information is correct at this time. I give consent for Exercise Participation. I agree to this consent remaining valid until such a time as I withdraw my consent. I also agree to give my consent to my case to be discussed with interested parties.

Client Signature _____ Print name _____

Fitness Partner Signature _____ Date ____/____/____

ANNEXURE 10

CHILD/ADULT RECORDS PRE-SCREENING ADDITIONAL INFORMATION

Child/Adult Pre-Screen additional Information

The purpose of the questions outlined below is to ensure we provide every child and/or adolescent with the highest level of care.

PERSONAL DETAILS:

Child's Name: _____

Date of Birth: _____

Name/s of Parent/Guardian: _____

Mobile Contact Number: _____

Home Address: _____

Email: _____

IN CASE OF AN EMERGENCY:

Emergency Contact Name (Primary): _____

Emergency Contact Number: _____

Emergency Contact Name (Secondary): _____

Emergency Contact Number: _____

SUPPORT WORKER/CARER DETAILS (IF APPLICABLE):

Name of Carer: _____

Contact Number: _____

Company: _____

SPECIAL CONSIDERATIONS:

Please indicate if your child has been diagnosed with a medical condition

- Cerebral Palsy
- ADHD
- Downs Syndrome
- Autism
- Spinal Cord Injury
- Intellectual Impairment or Disability
- Permanent Blindness
- Epilepsy
- Asthma/breathing difficulties
- Muscular Dystrophy
- Other (please specify):

Does your child take any medication/s (please name)?

If your child is taking any medication outlined above, please state if there are any side effects experienced as a result of taking this medication:

Is your child allergic to food, medications, pollens or other allergens? YES / NO

Please specify (If Yes):

Please state whether your child is a verbal or non-verbal communicator?

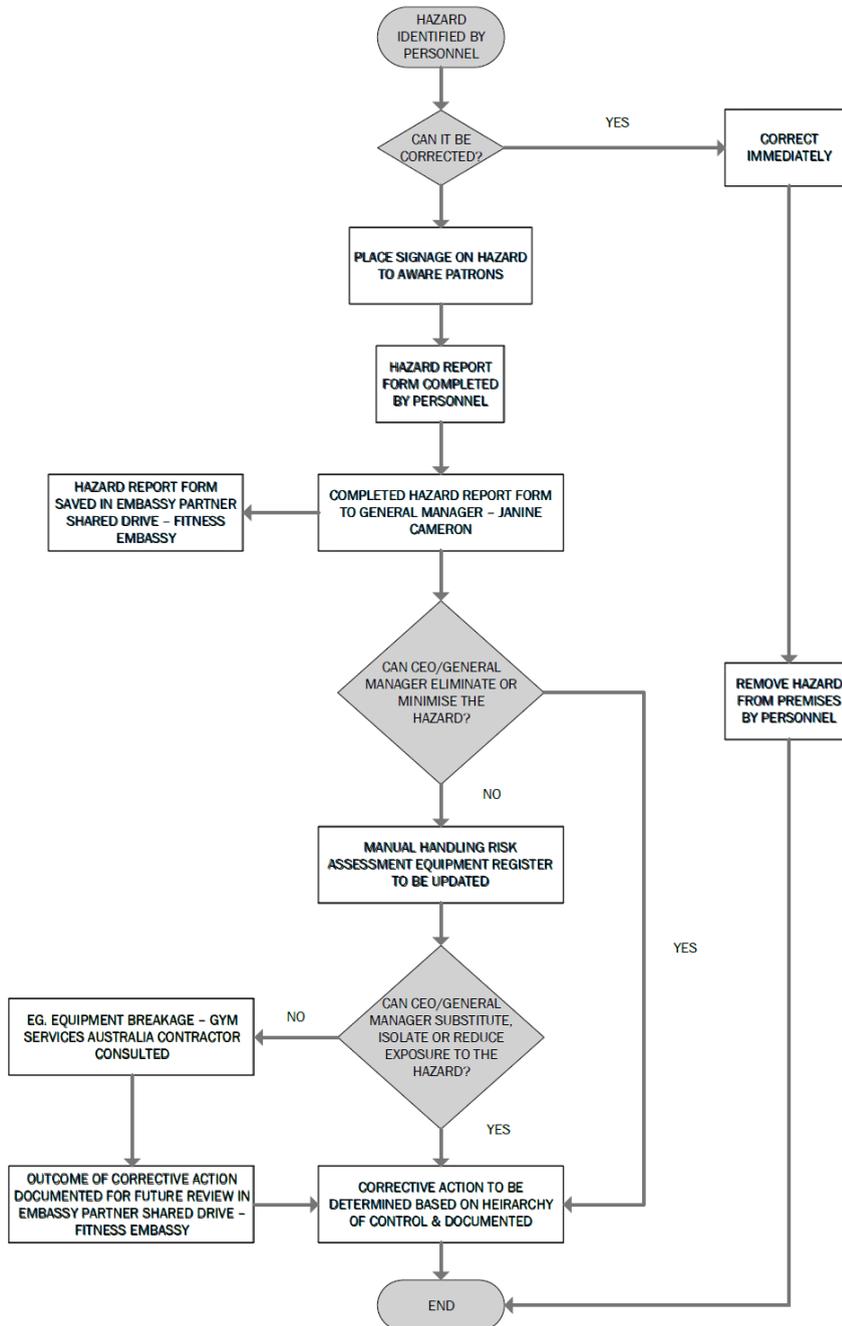
Please outline whether your child has particular triggers or behavioural qualities that need to be considered during a movement session?

What are your child's favourite hobbies, interests and music?

ANNEXURE 11

HAZARD IDENTIFICATION & RESPONSE PROCEDURES – FLOORSPACE

File location: Z:\Fitness Embassy\Hazard Identification & Response Reporting Procedure





ANNEXURE 12

IF YOU GET INJURED AT WORK POSTER

If you get injured at work



- 1

Tell your employer

Tell your employer as soon as you can. Your employer must notify the insurer within 48 hours. If your injury is serious, your employer must notify SafeWork NSW immediately on 13 10 50.
- 2

See your doctor

See your doctor and get a *certificate of capacity* for your employer to send to the insurer.
- 3

Recover at work

If you are able, stay at work or plan how to return to suitable work as early as possible.

You can make a workers compensation claim which may cover medical expenses, and weekly payments if you need time off work. Contact your employer's insurer for more information.

RECOVER
BETTER
AT WORK

Evidence shows you recover from an injury better at work than at home. Being off work can affect your health and wellbeing, your financial situation and your relationships with family and friends.

If a co-worker is off injured, stay in touch and support their return to work.

Your employer's workers compensation insurer is: **icare Policy #188183401**

Your return to work coordinator is: **Janine Cameron**

SafeWork NSW is the work health and safety regulator. The State Insurance Regulatory Authority (SIRA) regulates workers compensation insurance in NSW. The Workers Compensation Independent Review Office (WIRO) manages workers' unresolved enquiries, or workers' complaints about insurers. For more information go to safework.nsw.gov.au or sira.nsw.gov.au or call 13 10 50. For WIRO go to wiro.nsw.gov.au or call 13 94 76.

This poster summarises the requirements of the Workplace Injury Management and Workers Compensation Act 1998 with regard to notifying injuries and making claims. Every employer must ensure information regarding notifying injuries and making claims is available at all times to workers as required under section 231 of the Workplace Injury Management and Workers Compensation Act 1998.

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ANNEXURE 14

COMPLAINTS FORM

Date:	Your name:		Phone:		
			Email:		
	Complainant name:		Phone:		
			Email:		
Complaint type	Description	Response action	Status (please tick)	Date (dd/mm/yyyy)	Complainant satisfaction (please tick)
	Who did it happen to? Who did it happen to? When did it happen?	What did you do about it?	<input type="checkbox"/> In progress <input type="checkbox"/> Complete <input type="checkbox"/> Action proposed <input type="checkbox"/> Action Completed <input type="checkbox"/> NDIS Commission <small>(complete Reportable Incident form)</small>		<input type="checkbox"/> Very Satisfied <input type="checkbox"/> Satisfied <input type="checkbox"/> Neither <input type="checkbox"/> Not Satisfied <input type="checkbox"/> Escalation
Details for the complaint					
Update/Action plan					

ANNEXURE 15

REPORTABLE INCIDENT REPORT FORM

(To be completed by staff member within 12 hours of incident)

Staff Name	
Client Name	
Client NDIS #	
Manager	
Date	

Incident Date	
Incident Time	
Location	
Type of injury/incident	
Person Involved	
Contact Details	
Witness name/s	
Witness Contact details	
Reportable Incident	

Details of Incident:

	Yes/No	Details
Doctor		
Hospital		
Police		
Insurance		
Other		

Additional Notes:

Details	
Follow up Date	
Attachments	

Details of action Plan if required	
Date	
Person making the report	
Follow up date	

Incident/Investigation outcome	
Date	
Person making the report	
Follow up date	

Staff Name/Signature _____ / _____
 Manager Name/Signature _____ / _____