Steadfast Centre, 239 Magill Road, Maylands South Australia 5069
T: 08 8366 6583 | **F:** 08 8366 6501 | **E:** hello@tidsa.com.au | **W:** theinnovativedietitian.com.au

NDIS Participant Name:

Initial Consult & Assessment

Service Agreement

The Schedule

Us, We	**Name: The Innovative Dietitian®** Clarke Allied Health Pty Ltd (Licenced user of The Innovative Dietitian®) **Address:** 239 Magill Road, Maylands SA 5069 **Email:** hello@tidsa.com.au
You, Your	**NDIS Participant Name:** **Residential Address:** **Email:** **Contact Phone Number:** **NDIS Number:** **Date of birth:**
Participant Representative: (If Participant is under 18 years of age)	**Are you under the age of 18?:** (If yes, please provide details for your representative) **Name of Representative:** **Relationship:** **Contact Phone number:** **Email:**
Name of Official Plan Nominee: (If applicable)	**Do you have an Official Plan Nominee?:** (If yes, please provide details for your representative) **Name of Plan Nominee:** **Contact Phone number:** **Email:**

Report Due Date: (If the report is due by a particular date)	

Your Support Description	**Service Description** Initial Consult by Zoom, Home Visit, or in Maylands Office rooms and consists of assessment of dietary requirements, diet analysis and living situation. Initial visit by dietitian can often involve liaison with appropriate stakeholders (with consent), information collection (including NDIS and medical information), dietetic assessment, recommendations for dietary modifications. An NDIS-Goal related plan can be arranged at a later date if required (cost to be determined - or please refer to the other service agreements on offer that can include a report and or a plan. This assessment and consult is not much different from an extended Private or extended Medicare consult, however this assessment requires holistic dietetic aspect and understanding of living and lifestyle arrangements for an appropriate assessment for NDIS participants. You will be given a written short note with dietetic assessment "PES" statement and dot point recommendations for dietary modifications and/or assistive technologies, discussions to have with GP or other health providers. Please collect as many previous reports, discharge letters, or medical information or general information including diet history, allergies, or other relevant information to give to the dietitians. The dietitians will visit to the extent needed to write a comprehensive report toward NDIS goals and understanding the living situation. **Cost of $193.99 per hour** for dietetic consult and assessment. This charge **does NOT** include travel costs included with the consultation. (Travel charges are up to a maximum of 30 minutes travel to the place of residence, plus the costs of travel at 0.85c/km.) The participant is welcome to visit our premises at Maylands or obtain consultation by zoom in order to save costs. Please indicate below how many visits you would like to have - the more time the dietitian has to collate information, the more thorough the assessment that can be given on the day. ***Where travel is outside regional MMM1-3, you will be contacted regarding a quote for travel and other expenses charged at NDIS scheduled rates (Different rates exist for NDIA zones MMM2-7 ranging from Regional Centres to Very Remote zones). We will seek your consent regarding any need for additional costs if you are not in a Metropolitan area. Costs can be higher for remote areas and the time allocation can be for an hour.*

	Charges are under the following categories. **Capacity Building: Dietitian at $193.99/hour (if MMM1-3*), using 128 Therapeutic Supports categories:** **if zones MMM4-7 the cost for travel will be higher than ½ hour of dietitian charge and we will inform you before proceeding.* - Improved health and well being 12_025_0128_3_3 Dietitian Consultation And Diet Plan Development. - Improved daily living skills 15_062_0128_3_3 Dietitian Consultation And Diet Plan Development. - Assistance with daily life 01_760_0128_3_3 Dietitian Consultation And Diet Plan Development.(If funding for other supports runs low) - Therapy Assistant - Level 2 (Companion Dietitian, Skilled dietitian assistant, Teacher or Nurse.) 15_053_ 0128_1_3 (MMM1-3*) $86.79 [or charged part thereof of dietitian codes] - Travel charged as NDIS provider-relevant codes - or Privately paying by cash, visa, or mastercard (eftpos facilities available)
Start Date	(when would you like services to start):
End Date	(when would you like services to be completed by):
visits	1 visit only 1-3 visits ongoing visits (we can organise an ongoing once we see you for first visit)
travel	Will you require the dietitian to travel to you (address noted above)? yes/no : We can estimate travel charges before we finalise this agreement.

A. Your Support

1. We will provide You with Support from the Start Date until the End Date.
2. The cost of Your Support is set out in the Schedule.
3. You will need to disclose certain information to us so that We can provide you with Support.
4. You will also need to provide us with details of your funding.
5. If you are NDIS funded, you must give us a copy of your NDIS assessment showing the approved level of care. Until you do, we will assume that you have high care needs and will manage and charge You on that basis.

B. What is not Covered

6. There are some costs which are not included in your Support Package. If they are not covered, you must pay those costs.

7. Things not covered include entrance fees, event tickets, meals, car parking fees, transportation, mileage (unless specified).

C. Your Companion Card

8. If you have a government issued Companion Card, you must ensure that it is current.
9. If your Companion Card is not current or it is not accepted when you need to use it so that we can provide you with Support, you must pay any charges or fees incurred by us.

D. Starting Services

10. Before the Start Date, We will ask you for:-
    - 10.1. An Emergency Contact List;
    - 10.2. An Emergency Response Plan;
    - 10.3. Your NDIS Goals and/ or Care Plan [if relevant]; and
    - 10.4. Such other information that we might need about your care for relevant government departments, doctors (including your specialists), and health professionals such as occupational therapists etc.
11. On the Start Date, you must make sure that your Support Worker can access:-
    - 11.1. Food and materials;
    - 11.2. equipment, hot and cold running water, electricity and gas where the Support is to be provided;
    - 11.3. cleaning products and equipment – provided that they do not contain either bleach or caustic acid (sodium hydroxide); and
    - 11.4. an appropriate bed and clean bedding where your Support includes overnight support.
12. We may provide some of the items listed at 11. If we do, we will let you know in advance.
13. If there are any hazards or clutter in your home which could harm us whilst we provide your Support, you must remove that hazard, clear the clutter or tell us about it before we arrive at your home.

E. While We are Working

14. While we are working with you we must:-
    - 14.1. Treat you with respect;
    - 14.2. Give you choice and control to meet your goals;
    - 14.3. Assist you to make informed choices about the risks and benefits of the Support we will provide to you;
    - 14.4. Keep fair and accurate records;
    - 14.5. Provide you with the Support
    - 14.6. Provide the Support with due care and skill;
    - 14.7. Charge for your Support at the agreed rate;
    - 14.8. Provide services that are reasonably fit for the disclosed purpose or reasonably achieve any disclosed desired result.

15. While we are working with you we will not:-

15.1. Take any care of others present (including children);
15.2. Access your bank account;
15.3. Eat your food, without invitation; or
15.4. Accept any money or gifts of value.

F. What we Can Only Do in Special Cases

16. While we are working we will only:-
    16.1. Use your phone or internet in the case of emergency or if such is part of your Support;
    16.2. Drive your car if you:-
        16.2.1. insure the car to cover us;
        16.2.2. check that your Support Worker's licence is covered by your policy;
        16.2.3. make sure that the car is safe; and
        16.2.4. make sure that the car has all necessary safety equipment installed (including child seats and boosters if required).

G. What you must do

17. You must:-
    17.1. Make sure that the information we have about the Support you need and your Plan is always kept up to date;
    17.2. Let us know how you want the Support to be delivered to meet your needs and goals;
    17.3. Keep us up to date so that we can deliver your Support safely;
    17.4. Treat us with courtesy and respect;
    17.5. Tell us if there is something about the Support that you do not like;
    17.6. Tell us if you cannot make it to an appointment. If you give us less than 24 yours, you will be charged for that appointment.
    17.7. Tell us of any changes to your Plan or funding.

H. Smoking etc.

18. You must not smoke, drink alcohol or take recreational drugs in the house whilst we are there providing Support.
19. Your Support Worker will not smoke, drink alcohol or take recreational drugs whilst we are providing you with Support.

I. Medication

20. We might remind you to take your medication. Unless trained, your Support Worker will not administer your medication or apply any topical ointment.
21. If special training or qualifications are required to administer any medications or ointments, you will be told in advance and can decide if you want to pay the cost of that training.
22. Under no circumstances will we administer medications listed in Schedule 8 of the Poisons Standard October 2020 or any successor to that document.

J. Reports

23. Where we are required to provide an additional Report we will ask you first and let you know how long it will take.
24. We will charge you for writing that Report. The charge will be calculated in accordance with the NDIS Price Guide.
25. The minimum charge for a Report will be two hours at the dietitian's NDIS hourly rate.

K. Cancellations

26. If you want to cancel an appointment with your Support Worker you must give us at least two business day's notice or we will charge you 100% of the agreed fee.
27. If you do not attend an appointment, we will charge you 100% of the agreed fee.

L. Payment

28. We will invoice you once the Support has been delivered.
29. If Support is provided to you over a period of time, we will invoice you within a week of service.
30. If you are NDIA funded, we will charge you as set out in the NDIS Price Guide. Your fees will change when the NDIS Price Guide changes.
31. If you are not NDIA funded, your fees may change at any time on not less than 14 days notice.
32. We will invoice you for any Report before it is delivered to you. If you do not pay that invoice for the Report, we will not give the Report to you.
33. If your funding is:-
    - 33.1. Self-managed, we will send our invoice directly to you or your Nominee;
    - 33.2. Managed by a Plan Manager, we will send our invoice to your Plan Manager;
    - 33.3. NDIA (agency) managed, draw funds directly from the NDIA portal.
34. All invoices must be paid within 14 days of the date that the invoice was created.

M. Our Responsibilities

35. Between the Start Date and the End Date We will:-
    - 35.1. Maintain Public liability insurance and Professional indemnity insurance.
    - 35.2. Maintain all qualifications and approvals necessary to provide the Support;
    - 35.3. Make sure that your Support Worker has the necessary qualifications and approvals;
    - 35.4. Comply with all our conditions of registration;
    - 35.5. Participate in quality audits are required by the NDIS Practice Standards;
    - 35.6. Comply with the NDIS Code of Conduct;
    - 35.7. Have an in-house complaints management and resolution system;
    - 35.8. Have an in-house incident management system, to notify the NDIS Commission should a reportable incident occur; and
    - 35.9. Screen all our workers
36. No additional amount will be charged to you for us to meet these responsibilities.

N. Your Nominee

37. We will liaise with and follow the instructions of your Nominee, if one is named in the Schedule.
38. If the authority of your Nominee changes at any time, you must let us know in writing.

O. Feedback and Complaints

39. You, your Representative or your Nominee can phone or email us with any feedback or complaint about your Support.
40. If your issue cannot be fixed by your Support Worker, you or your Representative can contact us at:-
    - 40.1. Email: hello@tidsa.com.au
    - 40.2. If you are in New South Wales, South Australia, the Australian Capital Territory, Northern Territory, Queensland, Victoria or Tasmania, a complaint can be made to the NDIS Commission by:
        - 40.2.1. Phoning:
            - 40.2.1.1. 1800 035 544 (free call from landlines) or TTY 133 677. Interpreters can be arranged.
            - 40.2.1.2. National Relay Service and ask for 1800 035 544.
        - 40.2.2. Completing the complaint contact form.
41. You have rights under the Australian Consumer Law that cannot be excluded.
42. To the extent that we have not provided Support as set out in clauses 14.6 and 14.8 then we will, at our option refund fees as they relate to those services or perform the services again.
43. To the extent that any goods that we provide breach your consumer guarantees, we will, at our option, replace the goods, or repair the goods or refund your money.
44. Subject to your rights under the Australian Consumer Law, this is the total extent of our liability to you. We will not be liable for any other loss, cost or claim incurred or suffered by you (including any indirect or consequential loss) as a result of providing you with Support.

P. Ending this Agreement

45. Either party can end this Agreement on 4 weeks notice.
46. If you put yourself or our workers in danger, we will stop working immediately. We will not work with you again until the danger is no longer present.

Q. Your Support Worker's Employment

47. Your Support Worker is employed by us. They are not allowed to work for you directly.
48. If you employ your Support worker within one year of them ceasing to be an employee of ours, then you must pay us $10,000.00 to cover the cost of finding and training a replacement and for the loss of income.

R. Events Beyond Control

49. Neither party shall be liable to the other party for any loss caused by any failure to observe the terms

and conditions of this Agreement, where such failure is occasioned by causes beyond its reasonable control including but not limited to by fire, flood, riot, strike, war, restrictions and prohibitions or any other actions by any government or semi government authorities.

S. GST

50. We will not charge GST for the Services where:-
    - 50.1. You have a NDIS Plan in effect; and
    - 50.2. We are supplying reasonable and necessary supports that are specified in the statement of supports in your NDIS Plan; and
    - 50.3. it is a supply covered by one of the schedules in the GST-free *Supply (National Disability Insurance Scheme Supports) Determination 2017;* and
    - 50.4. your NDIS Plan is current.
51. If clause 50 does not apply, we will charge GST in accordance with the GST Act.
52. If GST is chargeable, we will issue a tax invoice to the payer as defined in the GST Act.

T. Your Privacy and Confidential Information

53. We will respect your privacy and your confidentiality as required by the Australian Privacy Principles.
54. We will maintain your confidentiality after the end of the agreement unless we are required by law to make disclosure.

U. Changing this Agreement

55. Changes can be made to this Agreement if we both agree to the changes. A letter signed by each of us setting out the changes will be the only proof of the changes.
56. This Agreement cannot change before that letter is signed by both of us.

V. Sending Letters

57. Letters can be:-
    - 57.1. Hand delivered;
    - 57.2. Sent by post; or
    - 57.3. Sent by email.
58. We can send letters to you, your Representative or your Nominee. We do not have to send them to all of you.
59. When letters are sent by post, they will be deemed delivered 3 business days later.
60. When letters are sent by email, they will be deemed delivered the next business day.

W. Entire Agreement

61. This Agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement, and supersedes any prior understanding, arrangement, representation or agreements between the parties.

X. Severance

62. If any provision of this Agreement is void or unenforceable, illegal or void it is severed and the rest of the Agreement remains enforceable.

Y. Waiver

63. Any waiver by any party to a breach of this Agreement shall not be deemed to be a waiver of a subsequent breach of the same or of a different kind.

Z. Definitions and Interpretation

64. In this Agreement, the following words have the following meaning in so far as the context permits.
    - 64.1. "GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999*
    - 64.2. "GST" means goods and services tax as contemplated by the GST Act.
    - 64.3. "Letters" means any letter, document or notice sent by one party to the other under this Agreement.
    - 64.4. "NDIS Act" means the *National Disability Insurance Scheme Act 2013* and any regulations made under it.
    - 64.5. "NDIS Plan" or "Plan" means your participant plan as approved under the NDIS Act.
    - 64.6. "Report" means any report that we are asked to provide about you, your goals and/or your disability.
    - 64.7. "Support" means the Core Support and the Capacity Building Support services set out in the Schedule.
    - 64.8. "Support Worker" means any employee of ours allocated to you to provide the Support to you.
65. This Agreement is governed by the laws of South Australia and the parties submit to the non-exclusive jurisdiction of the courts of that state.
66. In the interpretation of this Agreement:
    - 66.1. When the words used in the Schedule are used in the body of the Agreement they have the same meaning.
    - 66.2. References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
    - 66.3. Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, words denoting one gender include all genders, and references to documents or agreements also mean those documents or agreements as changed, novated or replaced;
    - 66.4. Grammatical forms of defined words or phrases have corresponding meanings;

66.5. Parties must perform their obligations on the dates and times fixed by reference to the capital city of South Australia;

66.6. Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;

66.7. If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;

66.8. References to a party are intended to bind their executors, administrators and permitted transferees; and

66.9. Obligations under this Agreement affecting more than one party bind them jointly and each of them severally.

Declaration of Agreement

The parties agree to the terms and conditions of this Agreement

I am;

Signature:

Billing Information and Contact Details

Are you Self Managed, Plan Managed or NDIA Managed? :

I am;

The Innovative Dietitian®
Clarke Allied Health Pty Ltd

Director: Fiona Clarke
Signature:

Date Signed:

Provider Information

Clarke Allied Health Pty Ltd

ACN: 640 855 750 | ABN: 35 640 855 750

(Licenced user of The Innovative Dietitian®)

Address: 239 Magill Road MAYLANDS SA 5069

Ph. (08) 8366 6583 | Fax. 08 8366 6501 | Mob. 0433137637 | Email. hello@tidsa.com.au

Privacy Information Sheet

What information do we collect about you?

When you become a client of The Innovative Dietitian*, you and your next of kin or support provider will be asked questions about you so that we can set up a file for you and begin providing you support and services. We will only collect information that is necessary for us to support you. This information includes, but is not limited to:

- your name, DoB and contact details;
- your next of kin and emergency contacts details;
- the current health, support professionals and government agencies involved in helping you;
- your current health status, any relevant diagnoses, and what medication you are prescribed;
- your specific support needs; and
- your NDIS plan arrangements.

While you are a client, we will also record information about you that is necessary to provide you with ongoing support. Before this happens we will ask you or your guardian to sign our Consent to Release Information Form and ensure that you or your guardian understand what is being signed.

What do we do with the information we collect?

We store your personal information securely in a locked office area. This information is only accessed by staff members who are directly involved in providing you a service. We store this information while you are a client. After you are no longer a client for seven years we will destroy the file.

In what circumstances will we share your information?

We will only share your information with:

- parties you or your official NDIS nominee have consented for information to be shared with;
- your guardian, if consented to by you;
- other parties when consent is implied (meaning necessary to the nature of the service); and
- in some circumstances with other parties when consent has not been provided if there is a legitimate reason, as per the NDIS Act and the Privacy Act.

What if I have a complaint?

In the event you have a complaint about the way we deal with privacy issues, please contact us and we will try to resolve the issue. You can alternatively contact the NDIS Commission on 1800 035 544, or the Australian Privacy and Information Commission for advice on 1300 363 992 or via www.privacy.gov.au

*Clarke Allied Health Pty Ltd is licencee of the trading name The Innovative Dietitian

Consent to Release Information Form

As the undersigned, I understand that while being a client of The Innovative Dietitian*, confidential information may need to be collected about me for the purposes of providing support & services. I also understand that my personal information may need to be shared with other people/ parties so that they can also provide a better level of care and services to me.

I hereby authorise the exchange and release of personal information for my medical or for the purpose of my NDIS goals or purposes or for my best interests or safety between The Innovative Dietitian and:

✔ *Please tick the boxes below that correspond to the parties that you hereby authorise:*

☐	National Disability Insurance Agency (NDIA)	
☐	My workplace:	on phone number:
☐	My NoK/ Guardian/ Nominee:	on phone number:
☐	My Emergency Contact:	on phone number:
☐	Formal Supports or other:	on phone number:
☐	General Practitioner:	on phone number:
☐	Allied Health Professionals: #1 #2 #3	 on phone number: on phone number: on phone number:

☐	NDIS, LAC, Support Coordinator, or Plan Manager: Name: on phone number:

Unless specified below, information will be only shared for your NDIS goals or in your best medical or safety interests. Please elaborate:

My information can be shared for the purposes of:

I **DO NOT** wish the following specific people/ parties to have my personal information released to them:

✔

☐	
☐	
☐	

Unless specified below, information will be only shared for your NDIS goals or in your best medical or safety interests. Please elaborate on information that must not be shared:

It is very important that my information about the following is not shared:

☐	I understand that it is my right to receive support that **RESPECTS** and **PROTECTS** my dignity and right to privacy.
☐	I have had the confidentiality policies and this form fully explained to me using the language mode of communication and terms that I best understand. Audio and a copy to download is available on our website.
☐	I understand and agree to what personal information will be collected and why.
☐	I understand that I can obtain a copy of the Privacy Information Sheet on our website and it is also attached to this document.
☐	I understand that this authorisation is valid until retracted or until I am no longer your client. This form will be stored in a secured account.

With this form, your informed consent for the sharing of information will be sought and respected in all situations unless:

1. it is unreasonable or impracticable to gain consent or consent has been refused; and
2. without information being shared, it is anticipated a child, vulnerable person or member of their family will be at risk of serious harm, abuse or neglect, or pose a risk to their own or public safety.

I give my consent:

Participant: _____ Signature: _____ Dated: _____/_____/_____.

If applicable:
Guardian/ Nominee for the above Participant:_____

Signature: _____ Dated: _____/_____/_____.