

210 Main Road, Blackwood South Australia 5051 T: (08) 7092 8680 | F: 61870928698 | E: hello@tidsa.com.au | W: theinnovativedietitian.com.au

Immediate Consult Package

(Initial Consultation and Ongoing Therapy Recommendations)

Us, We,	Name: The Innovative Dietitian ® Clarke Allied Health Pty Ltd i (Licenced user of trading name The Innovative Dietitian®) Address: 210 Main Road, Blackwood South Australia 5051 Email: hello@tidsa.com.au		
You, Your	NDIS Participant name: Residential address: Phone number: NDIS number:	Email: 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 repr Name of Representative: Phone number:	resentative) Relationship: 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: Phone number: Email:		
Your Plan Manager	NDIA managed Plan Manager name: Plan Manager email / or phone number: Self managed person of contact: Self managed email:		
Billing Categories	<i>Charges are under the following below categories (see table).</i> Please specify preferred categories for charging for our services. If unspecified then we will automatically charge Improved daily living skills 15_062_0128_3_3 Dietitian Consultation And Diet Plan Development. Where funds in this category 15 and Improved health and well being 12_025_0128_3_3 become depleted we will charge in Assistance with daily life 01_760_0128_3_3 Dietitian Consultation And Diet Plan Development.		
NDIS Plan	NDIS plan start date: Dietitian service start date:	End date: End date:	

	The Innovative Dietitian Therapy				
Registration Group Name	Support Category Name	Applicable Codes	Support Item Number	Support Item Description	Per hour price from 1st July 2023
		"X"			
			01_022_0120_1_1	Assistance With The Cost Of Preparation And Delivery Of Meals	\$79.94
Therapeutic Supports			01_741_0128_1_3	Assessment Recommendation Therapy And/Or Training (inc AT) - Other Therapy	\$193.99
			01_760_0128_3_3	Dietitian Consultation and Plan Development (only to be used when a client has no Capacity Building Funding)	\$193.99
			01_799_0128_1_1	Provider Travel - Non-Labour Costs	Up to \$1.00 per km
Therapeutic Supports	Improved Health and Wellbeing		12_025_0128_3_3	Advice provided by a Dietitian on managing diet for health and well-being	\$193.99
			12_799_0128_3_3	Provider Travel - Non Labour Costs	Up to \$1.00 per km
Therapeutic Supports	Improved Daily Living Skills		15_052_0128_1_3	Therapy Assistant - Level 1	\$56.16
			15_053_0128_1_3	Therapy Assistant - Level 2	\$86.79
			15_056_0128_1_3	Assessment, Recommendation, Therapy And/Or Training (incl. AT) - Other Therapy	\$193.99
			15_062_0128_3_3	Dietitian Consultation And Diet Plan Development	\$193.99
			15_799_0128_1_3	Provider Travel - Non-Labour Costs	Up to \$1.00 per km
Innovative Community Participation	Increased social and community participation		09_008_0116_6_3	Innovative Community Participation	\$86.79

The Innovative Dietitian Consumables					
Registration Group Name	Support Category Name	Applicable Codes	Support Item Number	Support Item Description	Per hour price from 1st July 2023
		"X"			
Assistive Products For Personal Care And Safety	Consumables		03_040000919_0103_1_ 1	Low Cost Disability-Related Health Consumables	
	Consumables		03_090000911_0103_1_ 1	Low Cost AT For Personal Care and Safety	
	Consumables		03_150930088_0103_1_ 1	Other HEN Equipment Including Additional Cost Of Food When Necessary	
			05_150000115_0123_1_ 2	Assistive Products And Accessories Relating To Participating In Household Tasks	

Travel is charged at up to 30 minutes travel charge for each therapist with 1 charge of \$1.00/ km for the vehicle travel as per NDIS price guide plus return travel if last visit of the day. Where possible an assistant will travel with a dietitian. Therapy Assistants allow the dietitian to charge for reasonable and necessary support only and can assist with activities at lesser cost to participants to achieve goals.

	Support Schedule
Your Support Description	Service Description This package has been set up as an affordable option to provide a recommendation for immediate ongoing services. If a NDIS report is not urgently required for an NDIS plan review, this can be written up at a later date after ongoing services have begun.
	Initial consultation by home visit, Zoom, or in one of our office rooms by 2 dietitians. The purpose is to gain a thorough understanding of the individual and their situation including medical history, social and living situation, dietary intake and to complete a safety assessment. The written information via email will include a clinical assessment and recommendations for ongoing dietetic therapy. A quote for suggested ongoing services can be included.
	Please collect as many previous reports, discharge letters, medical information or general information including diet history, allergies, or other relevant information to give to the dietitians.
	Cost of \$872.96 for dietetic consultation, assessment, and ongoing therapy recommendation. This charge does include travel in MMM1-3 (Metropolitan Monash NDIA Zone)
	**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 MMM4-7 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.
	Charges for this consult, assessment, and ongoing therapy recommendations together can be charged under the following categories or paid for privately. Payment is expected after the consultation and before the ongoing therapy recommendation is completed and delivered. Usually a 2 week turn around, however if you have an urgent requirement for quick delivery please inform us on this agreement. This agreement is not finalised until approved by our office to ensure that we are able to fulfill the agreement (in the case of a short time frame, long distance, or other possible complication). You will be notified shortly after receipt of your offer.
	Capacity Building: \$193.99/hour (if MMM1-3*), using 128 Therapeutic Supports
	categories: *if zones MMM4-7 the cost will be higher and we will inform you of any cost issue 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

Private charges. Support Continuity and Dignity of Risk

Our services are provided by a Dietitian team to enable continuity of service for clients. Dignity of risk will always be considered, such as enabling a participant to be engaged in services wherever and as much as possible. Highlighted below are any particular risks of concern and how the dignity of risk can be allowed. If nothing has been specifically highlighted, then the general dignity of risk will follow such as engaging a client in cooking where usual risks of being in a kitchen area around equipment / utensils.

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 above 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 category for us to charge.
- 5. To comply with NDIS guidelines you must provide a copy of your goals so that we can give you appropriate service to your needs.

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. We will inform you when this is the case
- 7. Generally, things not covered include entrance fees, event tickets, outing meals, ingredient costs, supermarket tour items.

C. Starting Services

- 8. As part of onboarding we will ask you for:-
 - 8.1. An Emergency Contact List;
 - 8.2. An Emergency Response Plan;
 - 8.3. Your NDIS Goals and/ or Care Plan [if relevant]; and
 - 8.4. 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.
- 9. On the Start Date, if applicable you must make sure that we can access:-
 - 9.1. Food and materials;
 - 9.2. equipment, hot and cold running water, electricity and/or gas;
 - 9.3. cleaning products and equipment provided that they do not contain either bleach or caustic acid (sodium hydroxide); and
- 10. 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.

D. While We are Working

- 11. While we are working with you we must:-
 - 11.1. Treat you with respect;
 - 11.2. Give you choice and control to meet your goals;
 - 11.3. Assist you to make informed choices about the risks and benefits of the Support we will provide to you;
 - 11.4. Keep fair and accurate records;
 - 11.5. Provide you with the Support
 - 11.6. Provide the Support with due care and skill;
 - 11.7. Charge for your Support at the agreed rate;
 - 11.8. Provide services that are reasonably fit for the disclosed purpose or reasonably
- achieve any disclosed desired result.
- 12. While we are working with you we will not:-
 - 12.1. Take any care of others present (including children);
 - 12.2. Access your bank account;
 - 12.3. Eat your food, without invitation;
 - 12.4. Accept any money or gifts of value.

E. What we Can Only Do in Special Cases

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

F. What you must do

14. You must:-

14.1. Make sure that the information we have about the Support you need and your Plan is always kept up to date;

- 14.2. Let us know how you want the Support to be delivered to meet your needs and goals;
- 14.3. Keep us up to date so that we can deliver your Support safely;
- 14.4. Treat us with courtesy and respect;
- 14.5. Tell us if there is something about the Support that you do not like;
- 14.6. Tell us if you cannot make it to an appointment. If you give us less than the NDIS scheduled notice period, you will be charged for that appointment.
- 14.7. Tell us of any changes to your Plan or funding.

G. Smoking etc

15. You must not smoke, drink alcohol or take recreational drugs in the house whilst we are there providing Support.

16. We will not smoke, drink alcohol or take recreational drugs whilst we are providing you with Support.

H. Medication

- 17. We might remind you to take your medication, if appropriate.
- 18. We do not administer medications as part of our service. Under no circumstances will we administer medications listed in Schedule 8 of the Poisons Standard October 2020 or any successor to that document.

I. Reports

- 19. If we are required to provide an additional Report we inform you and ask for agreement.
- 20. We will charge you for writing that Report. The charge will be calculated in accordance with the NDIS Price Guide.
- 21. The minimum charge for a Report will be two hours at the dietitian's NDIS hourly rate and often also include an hour for collation of information.

J. Cancellations

- 22. If you want to cancel an appointment we need seven business day's notice or we will charge you the agreed fee in full.
- 23. If you do not attend an appointment, we will charge you 100% of the agreed fee.

K. Payment

- 24. We will invoice you once the Support has been delivered.
- 25. If Support is provided to you over a period of time, usually we will invoice you within a week of service.
- 26. We will charge you fees as set out in the NDIS Price Guide. Your fees will change when the NDIS Price Guide changes.
- 27. 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.
- 28. If your funding is:-
 - 28.1. Self-managed, we will send our invoice directly to you or your Nominee;
 - 28.2. Managed by a Plan Manager, we will send our invoice to your Plan Manager;
 - 28.3. NDIA (agency) managed, draw funds directly from the NDIA portal.
- 29. All invoices must be paid within 14 days of the date that the invoice was created.

L. Our Responsibilities

- 30. Between the Start Date and the End Date We will:-
 - 30.1. Maintain Public liability insurance and Professional indemnity insurance.
 - 30.2. Maintain all qualifications and approvals necessary to provide the Support;
 - 30.3. Make sure that your Support Worker has the necessary qualifications and approvals;
 - 30.4. Comply with all our conditions of registration;
 - 30.5. Participate in quality audits are required by the NDIS Practice Standards;
 - 30.6. Comply with the NDIS Code of Conduct;
 - 30.7. Have an in-house complaints management and resolution system;
 - 30.8. Have an in-house incident management system, to notify the NDIS Commission should a reportable incident occur; and

30.9. Screen all our workers

31. No additional amount will be charged to you for us to meet these responsibilities.

M. Your Nominee

- 32. We will liaise with and follow the instructions of your Nominee, if one is named in the above agreement.
- 33. If the authority of your Nominee changes at any time, you must let us know in writing.

N. Feedback and Complaints

- 34. You, your Representative or your Nominee can phone or email us with any feedback or complaint about your Support.
- 35. If your issue cannot be fixed by your Support Worker, you or your Representative can contact us at: Email <u>hello@tidsa.com.au</u>
 - 35.1. If you are in NSW, SA, the ACT, NT, QLD, VIC or TAS, a complaint can be made to the NDIS Commission by: Phoning: 1800 035 544 (free call from landlines) or TTY 133 677. Interpreters can be arranged. National Relay Service and ask for 1800 035 544. Or completing a <u>complaint contact form.</u>
- 36. You have rights under the Australian Consumer Law that cannot be excluded.
- 37. To the extent that we have not provided Support as set out in clauses 11.6 and 11.8 then we will, at our option, refund fees as they relate to those services or perform the services again.
- 38. 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.
- 39. 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.

O. Ending this Agreement

- 40. Either party can end this Agreement on 4 weeks notice.
- 41. 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.

P. Your Therapist's employment

- 42. Your Therapist is employed by us. They are not allowed to work for you directly.
- 43. If you employ our therapist 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.

Q. Events beyond control

44. 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.

R. GST

- 45. We will not charge GST for the Services where:-
 - 45.1. You have a NDIS Plan in effect; and
 - 45.2. We are supplying reasonable and necessary supports that are specified in the statement of supports in your NDIS Plan; and
 - 45.3. It is a supply covered by one of the schedules in the GST-free *Supply (National Disability Insurance Scheme Supports) Determination 2017;* and
 - 45.4. Your NDIS Plan is current.
- 46. If clause 45 does not apply, we will charge GST in accordance with the GST Act.
- 47. If GST is chargeable, we will issue a tax invoice to the payer as defined in the GST Act.

S. Your Privacy and Confidential Information

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

T. Changing this Agreement

- 50. 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.
- 51. This Agreement cannot change before that letter is signed by both of us.

U. Sending Letters

- 52. Letters can be:-
 - 52.1. Hand delivered;
 - 52.2. Sent by post; or
 - 52.3. Sent by email.
- 53. We can send letters to you, your Representative or your Nominee. We do not have to send them to all of you.
- 54. When letters are sent by post, they will be deemed delivered 3 business days later.
- 55. When letters are sent by email, they will be deemed delivered the next business day.

V. Entire Agreement

56. 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.

W. Severance

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

X. Waiver

58. 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.

Y. Definitions and Interpretation

- 59. In this Agreement, the following words have the following meaning in so far as the context permits.
 - 59.1. "GST Act" means the A New Tax System (Goods and Services Tax) Act 1999
 - 59.2. "GST" means goods and services tax as contemplated by the GST Act.
 - 59.3. "Letters" means any letter, document or notice sent by one party to the other under this Agreement.
 - 59.4. "NDIS Act" means the *National Disability Insurance Scheme Act 2013* and any regulations made under it.
 - 59.5. "NDIS Plan" or "Plan" means your participant plan as approved under the NDIS Act.
 - 59.6. "Report" means any report that we are asked to provide about you, your goals and/or your disability.
 - 59.7. "Support" means the Core Support and the Capacity Building Support services set out in the Schedule.
 - 59.8. "Support Worker" means any employee of ours allocated to you to provide the Support to you.
- 60. 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.
- 61. In the interpretation of this Agreement:
 - 61.1. When the words used in the Schedule are used in the body of the Agreement they have the same meaning.
 - 61.2. References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
 - 61.3. 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;
 - 61.4. Grammatical forms of defined words or phrases have corresponding meanings;
 - 61.5. Parties must perform their obligations on the dates and times fixed by reference to the capital city of South Australia;
 - 61.6. Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
 - 61.7. 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;
 - 61.8. References to a party are intended to bind their executors, administrators and permitted transferees; and
 - 61.9. Obligations under this Agreement affecting more than one party bind them jointly and each of them severally.

Z. Risk Assessment and Emergency Management

62. In the event of an emergency or disaster, The Innovative Dietitian is committed to ensuring the continuity of support provision to the Participant. During our onboarding and pre-visit risk assessment with you, we will ask for any Emergency and Disaster Management plans that you have or need put in place. During our consultations, we will follow this provided plan (if applicable).

Declaration of Agreement

The parties agree to the terms and conditions of this Agreement.

Participant, Nominee or Representative:

Name	
Signature	
Date	

The Innovative Dietitian® Licencee Provider Company: Clarke Allied Health Pty Ltd Director: Fiona Clarke or authorised representative Name: Signature:

Provider Information Clarke Allied Health Pty Ltd ACN: 640 855 750 ABN: 35 640 855 750 (Licenced user of trading name The Innovative Dietitian®) Address: 210 Main Road BLACKWOOD SA 5051

Phone Numbers: tel. (08) 7092 8680 | fax. 61870928698. Email: hello@tidsa.com.au

Participation in NDIS Audit Declaration

Randomly, the NDIS will audit our services to make sure we are conducting to the correct standards. Participants are chosen at random to be contacted regarding our services. If you opt-in, you agree to have your information shared with the auditing board. If you opt-out, you will not be part of an NDIS audit. Please specify whether you opt-in or opt-out.

Your declaration:

I would like to opt-in to participate in NDIS Audits.

I would like to opt-out of participation in NDIS Audits.

If you have chosen to opt-in, which type of participation would you like to be involved in?

File only

Phone contact

- File and phone contact
- No Contact

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

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:

 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	on phone number:	
#2	on phone number:	
#3	on phone number:	
DIS, LAC, Support Coordinator, or Plan Manager:		
Name:	on phone number:	

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

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:	the above Darticipants	
Guardian/ Nominee for	the above Participant:	
Signature:	Dated:/	

*Clarke Allied Health Pty Ltd is a licenced user of the trading name The Innovative Dietitian™