

# **Commonwealth Home Support Programme Agreement**



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## Important Information Schedule

<b>Date of this Agreement</b>	
<b>Service Provider (We, us)</b>	<b>Name:</b> Alzheimer's Association of Queensland Inc trading as Dementia and Aged Care Services <b>ABN:</b> 74 688 640 790 <b>Address:</b> The NSW State Manager, Dementia and Aged Care Services c/- 1 Butler Street, Byron Bay, NSW 2481 <b>Phone:</b> 1800 322 767 <b>Email:</b> enquiries@dacs.org.au
<b>Consumer (You, your)</b>	<b>Name:</b> <b>Address:</b>  <b>Phone:</b> <b>Email:</b>
<b>Consumer's Authorised Person</b>	<b>Name:</b> <b>Address:</b>  <b>Phone:</b> <b>Email:</b> <b>Relationship to consumer (tick any/all that apply):</b>  Attorney appointed under an Enduring Power of Attorney for financial decisions  Enduring Guardian appointed under an Enduring Guardian form for medical and lifestyle decisions (NSW)  Administrator appointed to make financial decisions under Orders of NCAT (NSW)

	Guardian/attorney appointed to make health/personal decisions under Orders of NCAT (NSW)  Another person representing the consumer  Other (please specify):
<b>Commencement Date</b>	
<b>Services</b>	The CHSP services we offer and the Services you have selected are set out in Annexure B.
<b>Fees and Charges</b>	The Fees and Charges for the Services are set out in Annexure C.  Fees and Charges are payable monthly by direct debit.
<b>Person Responsible for Accounts</b>	Name:  Email:

## 1 **The Services**

- 1.1 The Services we will provide to you under this Agreement will be supported by funding from the Australian Government under the Community and Home Support Sub-Activity, a sub-activity of the Commonwealth Home Support Programme (**CHSP**). The objective of the Community and Home Support Sub-Activity is to provide entry-level support services to assist frail, older people to live independently at home and in the community.
- 1.2 The CHSP Services we offer are set out in Annexure B. Details of the Services you have selected to receive and the hours of service per fortnight are also set out in Annexure B.
- 1.3 We will consult with you and or your Authorised Person to develop a detailed Care Plan appropriate to your assessed needs and within the scope of the Community and Home Support Sub-Activity. You will be encouraged to identify goals and outcomes, which may include independence, wellness, wellbeing and re-ablement.
- 1.4 We will monitor and review the Services at least every 12 months. Any change in the Services will only be implemented in accordance with law and we will give you an updated copy of your Care Plan as soon as reasonably practicable.

## 2 **Fees and Charges**

- 2.1 The Fees and Charges (also known as the client co-contribution) are set out in Annexure C. You agree to pay the Fees and Charges, unless you are suffering financial hardship and we have approved alternative arrangements for you.

- 2.2 All recurrent Fees and Charges must be paid by direct debit on a monthly basis. We will issue you an invoice prior to debiting your account. You must provide a duly executed Direct Debit Form (Annexure D) before you begin receiving the Services, unless otherwise authorised by us.
- 2.3 In addition to recurrent Fees and Charges, from time to time you may incur periodic or once-off fees or charges associated with the Services. We will issue you an invoice for any once-off fees and charges, which you must pay by direct debit, credit card or EFTPOS.
- 2.4 Fees and Charges may change from time-to-time. If this occurs we will give you an updated schedule of Fees and Charges at least 14 days' before the new schedule of Fees and Charges takes effect. The new schedule of Fees and Charges will form part of this agreement.

### **3 Cancelling scheduled services**

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- 3.1 You must provide us with the following notice to cancel a scheduled Service:
- (a) If you wish to cancel a Service that is scheduled on any day from Tuesday to Sunday, you must give us no less than 48 hours of notice of the cancellation.
  - (b) If you wish to cancel a Service that is scheduled on a Monday, you must notify us by 12pm on the preceding Friday.
- 3.2 If you fail to provide notice in accordance with clause 3.1, we will charge you the Fees and Charges in respect of the cancelled service.

### **4 Work health and safety**

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- 4.1 You agree to inform us of any risks to the health and safety of our Staff Members and allow us to inspect your home to assess any such risks. You also agree to rectify such risks at your own expense and you acknowledge that we may suspend or refuse to provide services until any such risk has been rectified.

### **5 Terminating this agreement**

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- 5.1 Termination by you
- (a) You may withdraw from this Agreement for any reason by providing us with 14 days' written notice of your intention to terminate this Agreement. This Agreement will terminate 14 days' from the date of your notice, unless you specify a later date for termination.
  - (b) You must still pay us any Fees and Charges owing under the Agreement when the Agreement is terminated.
- 5.2 Termination by us
- (a) We may terminate this Agreement by providing 14 days' written notice to you only if:
    - (i) you cannot be cared for in the community with the resources available to us;

- (ii) you advise us in writing that you wish to move to a location where we do not provide the Services;
  - (iii) you advise us that you no longer wish to receive the Services from us, or you want to move to an alternative service;
  - (iv) your condition changes to the extent that you no longer need the Services or your needs can be met more appropriately by other types of services or care;
  - (v) you or your Authorised Person have not:
    - (A) paid, for a reason within your control, any Fees or Charges specified in this Agreement;
    - (B) negotiated an alternative arrangement with us for payment of the Fee or Charge;
  - (vi) you have:
    - (A) intentionally caused serious injury to a Staff Member; or
    - (B) intentionally infringed the right of a Staff Member to work in a safe environment; or
  - (vii) you commit a Material Breach of this Agreement.
- (b) You must still pay us any Fees and Charges owing under the Agreement when the Agreement is terminated.
  - (c) Any termination of this Agreement by us will be undertaken in accordance with the law.

## **6 Assistance to move to a different type of care**

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- 6.1 If we assess that your care needs are unable to be met through our service under this Agreement, we may assist you to transfer to another type of aged care, such as home care or residential care, subject to your rights at law, including under the Aged Care Act.
- 6.2 If you decide to transition to another type of aged care, you acknowledge that we are not able to guarantee a place, or give priority of entry to you, at any of our services or facilities.

## **7 Varying this Agreement**

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- 7.1 This Agreement may be varied by the parties as agreed in writing but only after we have given you reasonable written notice and we have otherwise complied with law.
- 7.2 The Agreement may be varied if it is necessary to implement changes to the GST Act.
- 7.3 If the Agreement is varied to implement changes to the GST Act, you will be given reasonable notice in writing about the variation.

7.4 Any variations to this Agreement will not be inconsistent with the GST Act or the Aged Care Act.

## **8 Complaints**

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8.1 You are entitled to make a complaint about the Services without fear of reprisal.

8.2 If you are dissatisfied about anything that occurs with the Services, we ask that you let us know so that we can address the issue. We will use all reasonable efforts to resolve your concerns. If we are unable to resolve the complaint to your satisfaction you may also make your complaint in writing or by phone as follows:

- (a) by phone on ; 1800 322 767 or
- (b) Email [qualityci@dacs.org.au](mailto:qualityci@dacs.org.au) or
- (c) in writing by addressing your letter to The Quality Team, Dementia and Aged Care Services, 47 Tryon Street, Upper Mount Gravatt, Queensland, 4122

8.3 You may also make a complaint to:

- (a) The Aged Care Quality and Safety Commission at:
  - (i) Online at [www.agedcarequality.gov.au/making-complaintlodge-complaint/online-complaints-form](http://www.agedcarequality.gov.au/making-complaintlodge-complaint/online-complaints-form)
  - (ii) By phone on 1800 951 822.
  - (iii) Or if you need an interpreter you can phone the Translating and Interpretation Service on 131 450 and ask them to put you through to the Aged Care Quality and Safety Commission on 1800 500 552.
  - (iv) For hearing or speech impaired TTY users phone 1800 555 677 then ask for 1800 951 822.
  - (v) For speak and listen users phone 1800 555 727 then ask for 1800 951 822.
  - (vi) For Internet relay users connect to <https://internet-relay.nrscall.gov.au/>
  - (vii) In writing to:

Aged Care Quality and Safety Commission  
GPO Box 9819  
Your Capital City ie Sydney, New South Wales or Brisbane,  
Queensland

(b) Aged Care Advocacy

You may also seek assistance in resolving a complaint from an independent advocacy service such as:

- (i) Queensland – Aged and Disability Advocacy Australia - phone 1800 818 338.
- (ii) New South Wales – The Aged Care Rights Service - phone 1800 424 079.
- (iii) ACT – ACT Disability, Aged and Carer Advocacy Service - phone (02) 6242 5060.
- (iv) Northern Territory – Aged Care Advocacy Service – phone 1800 354 550
- (v) South Australia – Aged Rights Advocacy Service Inc. – phone 1800 700 600.
- (vi) Tasmania – Advocacy Tasmanian Inc. – phone 1800 005 131.
- (vii) Victoria – Residential Care Rights – phone 1800 133 312.
- (viii) Western Australia – AdvoCare – phone 1800 655 566.

## **9 GST**

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- 9.1 If any supply made by us under this Agreement or any variation to it is a taxable supply for the purposes of the GST Act, then in addition to any amount of Fees and Charges expressed as payable to us elsewhere in this Agreement, we shall be entitled to recover from you an additional amount on account of GST, an amount of our GST liability in respect of each supply which will be recoverable at the same time as the amount or Fees and Charges is payable for any supply.

## **10 Privacy and confidentiality**

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- 10.1 We guarantee, as far as is legally permissible to keep any information you provide to us confidential.
- 10.2 We are committed to the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). We may collect, use and disclose various personal information about you for the purposes of providing services to you, facilitating our internal business operations, including the fulfilment of any legal and regulatory requirements and providing you with information about us and the services that we offer. We may disclose personal information about you to your nominated next of kin in an emergency, our related entities and affiliated organisations and service providers, who assist us in operating our business. Also, if we provide you with in-home care, we may leave your record of treatment which includes personal information, at your home. You acknowledge that you will keep the record safe and secure and that you will inform us if any event or threatened event jeopardises the safety and security of this record.
- 10.3 In an emergency, you agree that we may call an ambulance or arrange alternative appropriate transport or treatment and give your personal information (including health information) to medical personnel.

## 11 Data Exchange

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- 11.1 The information we collect from you includes your personal information. Your personal information is protected by law, including by the *Privacy Act 1998* (Cth).
- 11.2 The client management system we are required to use by the Australian Government Department of Social Services (**DSS**) is an IT system called the 'Data Exchange'. This system is hosted by the DSS. Your personal information that is stored by the DSS on the Data Exchange will only be disclosed to us for the purposes of managing your Services.
- 11.3 The DSS de-identifies and aggregates data in the Data Exchange to produce information for policy development, grants programme administration, and research and evaluation purposes. This includes producing reports for sharing with service providers. This information will not include information that identifies you, or information that can be used to re-identify you, in any way.
- 11.4 You can find more information about the way the DSS will manage your personal information in the DSS APP privacy policy, which the DSS has published on its website. This policy contains information about how you may access the personal information about you that is stored on the Data Exchange and seek correction of that information. This policy also includes information about how you may complain about a breach of the Australian Privacy Principles by the Department, and how the DSS will deal with your complaint.

**Executed** as an agreement

**Signed** on behalf of Alzheimer's Association of Queensland Inc t/a Dementia and Aged Care Services ABN 74 688 640 790 its duly authorised officer in the presence of:

Signature of authorised officer

Signature of witness

Full name of authorised officer

Full name of witness  
**CONSUMER**

Position of authorised officer

**Signed by**

Name of Consumer

Signature of Consumer

in the presence of:

Signature of witness

Full name of witness

**CONSUMER'S AUTHORISED PERSON ON BEHALF OF THE CONSUMER (as applicable)**

**Signed** on behalf of

Name of Consumer

Signature of Authorised Person

by his/her duly appointed and authorised person

Name of Authorised Person  
(who by his/her execution warrants that the appointment and authorisation has not been revoked) in the presence of:

Signature of witness

Full name of Authorised Person

Full name (block letters)

Address of Authorised Person

**Annexure A**  
**Defined terms in this agreement**

**Aged Care Act** means the *Aged Care Act 1997* (Cth) as amended;

**Authorised Person** means a person authorised to act on the Consumer's behalf. This person must be:

- (a) a person who holds an enduring power of attorney given by the Consumer; or
- (b) any person otherwise duly appointed according to law with the authority and capacity to bind the Consumer;

**Agreement** means this agreement and includes the annexures to this Agreement;

**Care Plan** means the care plan we will develop with you, which will set out information about the Services;

**Charter of Aged Care Rights** means the rights and responsibilities set out in the *User Rights Principles 2014* (Cth) as amended under the Act from time-to-time;

**Commencement Date** means the date that you are first entitled to receive the Services;

**Commonwealth Home Support Programme** means the Commonwealth Home Support Programme which is one consolidated programme providing entry-level home support for older people who need assistance to keep living independently;

**Community and Home Support Sub-Activity** means a sub-activity of the Commonwealth Home Support Programme which provides entry-level support services to assist frail, Older People to live independently at home and in the community;

**Consumer** means you, the person receiving services under the Commonwealth Home Support Programme;

**Direct Debit Form** means the Direct Debit Form contained in Annexure D;

**Fees and Charges** means all the fees, charges or disbursements of any kind that we are entitled to charge you or recover from you under this Agreement (if any), including those specified in Annexure C;

**GST** means a tax, imposed or duty on goods, services or other things introduced by Commonwealth, State or Territory;

**GST Act** means *A New Tax System (Goods & Services Tax) Act 1999* (Cth) as amended;

**Material Breach** means a breach of a material term of this Agreement and any other fundamental breach that goes to the very essence of this Agreement;

Material terms of this Agreement include:

- (a) clause 2 regarding payment of Fees and Charges;
- (b) clause 4 regarding health and safety;

**Services** means the services within the scope of the Community and Home Support Sub-Programme that we agree to provide to you in your home or in the community as set out in Important Information Schedule to this Agreement and includes any variations to the care and services which may occur from time to time;

**Staff Member** means an individual who is employed, hired, retained or contracted by us (whether directly or through an employment or recruitment agency) to provide care or other services;

**Standards** means the Aged Care Quality Standards set out in the *Quality of Care Principles 2014* (Cth);

**we, us, our** means the Service Provider set out in the Important Information Schedule and its successors and assigns; and

**you, your** means the Consumer set out in the Important Information Schedule and where applicable, includes the Consumer's Authorised Person.

**Annexure B  
 CHSP Services  
 As at 01/09/2020**

Service Type	Service Sub-type	Tick Services Required	Hours of Service Per Fortnight
Domestic Assistance	General House Cleaning		
	Unaccompanied Shopping (delivered to home)		
Personal Care	Assistance with self-care		
	Assistance with Consumer self-administration of medicine		
Social Support Individual	Visiting		
	Telephone/Web Contact		
	Accompanied Activities, e.g. Shopping		
Social Support Group	Social Support Group		
Allied Health and Therapy Services	Speech Pathology		
	Occupational Therapy		
	Physiotherapy		
	Other Specify		
Cottage Respite (Overnight)	Cottage Respite (Overnight)		
Flexible Respite	Flexible Respite		
Home Maintenance	Minor Home Maintenance and Repairs		
	Major Home Maintenance and Repairs		
	Garden Maintenance		
Notes: (e.g. insert information here regarding any temporary services)			

**Annexure C**  
**CHSP Fees and Charges**  
**As at 15/11/2023**

Service Type	Unit	Mon-Fri Contribution Rate	Saturday Contribution Rate	Sunday Contribution Rate	Public Holiday Contribution Rate
Domestic Assistance	Per Hour	\$20	\$77	\$90	\$100
Personal Care	Per Hour	\$20	\$77	\$90	\$100
Social Support Individual	Per Hour	\$20	\$77	\$90	\$100
Social Support Group	Per Day	\$30			
Allied Health and Therapy Services	Per Hour	\$30			
Occupational Therapy Initial Consultation	Per Consult	\$90	N / A	N/A	N/A
Allied Health Diversional Therapist	Per Hour	\$10			
Social Work	Per Hour	\$10	N/A	N/A	N/A
Centre-based Respite (Day)	Per Day	\$30			
Cottage Respite (Overnight)	Per Night	\$60			
Flexible Respite (In-home)	Per Hour	\$20	\$77	\$90	\$100
Home Maintenance	Per Hour/Per Worker	\$35	N/A	N/A	N/A
Travel with Client to Activities	Per km	\$1	\$1	\$1	\$1

**Annexure D  
Direct Debit Request (DDR)**

**Direct Debit (DDR) Request**

**Customer's  
Authority**

Name of Customer/s giving the DDR

I/We

**authorise and request  
the**

Name of Debit User

Alzheimer's Association of Qld Inc.

APCA User  
ID number

404194

**until further notice in writing, to arrange for funds to be debited through the Bulk Electronic Clearing System (BECS) from my/our account at the Financial Institution identified below as instructed by me/us or any other amounts as instructed or authorised to be debited in accordance with the terms and conditions of the Direct Debit Request Service Agreement (DDRSA) as amended from time to time.**

**Payment  
Details**

This authority allows the debiting of amounts payable by the Customer under the Agreement between the Customer and Alzheimer's Association of Queensland Inc.

**Details of the  
Account to be  
debited**

Name of the Financial Institution

Branch name

All details must  
be supplied

Account name (please insert your name in full)

BSB number

Account number

ABN/ARBN (if applicable)

**Note:** Direct debiting is not available on the full range of accounts. If in doubt, please refer to your bank/financial institution.

**Direct Debit  
Frequency**

Monthly

**Client Details**

Client Name

Client Code

**Customer  
Authorisation**

If in joint name/s  
both signatures  
may be required

By signing below, I/we acknowledge that this Direct Debit arrangement is governed by the terms of Authorisation the DDRSA attached to this request.

Signature

Signature

Date

Date

## Direct Debit Request Service Agreement (DDRSA)

- 1 By signing the Direct Debit Request, you authorise us to arrange for funds to be debited from your Account in accordance with the Agreement.
- 2 We will advise you 14 days in advance of any changes to the Direct Debit Request.
- 3 For all matters relating to the Direct Debit Request, including cancellation, alteration or suspension of drawing arrangements or to stop or defer a payment, or to investigate or dispute a previous payment, you should contact:

Accounts Receivable  
Telephone: (07) 3422 3000  
Fax: (07) 3219 2693  
Email: accounts1@alzheimersonline.org

### And

Allow for 14 days for the amendments to take effect or to respond to a dispute.

If our investigations show that your Account has been incorrectly debited, we will arrange for the Financial Institution to adjust your Account accordingly. We will also notify you in writing of the amount by which your Account has been adjusted. If, following our investigations, we believe on reasonable grounds that your Account has been correctly debited, we will respond to your query by providing you with reasons and copies of any evidence for this finding. If we cannot resolve the matter, you can still refer it to your Financial Institution, which will obtain details from you of the disputed payment and may lodge a claim on your behalf.

- 4 You should be aware that:
  - (a) direct debiting through the Bulk Electronic Clearing System (BECS) is not available on all accounts; and
  - (b) You should check your Account details (including the Bank State Branch (BSB) number) directly against a recent statement from your Financial Institution.

If you are in any doubt, please check with your Financial Institution before completing the drawing authority.

- 5 It is your responsibility to ensure that:
  - (a) sufficient cleared funds are in the Account when the payments are to be drawn;
  - (b) the authorisation to debit the Account is in the same name as the Account signing instruction held by the Financial Institution where the Account is held;
  - (c) suitable arrangements are made if the direct debit is cancelled:
    - by yourself;
    - by your Financial Institution; or
    - For any other reason.

- 6 If the due date for payment falls on a day other than a Banking Business Day, the payment will be processed on the next Banking Business Day. If you are uncertain when the payment will be debited from your Account, please check with your Financial Institution.
- 7 For returned unpaid transactions, the following procedures or policies will apply:
  - (a) we treat the payment as if it was never made;
  - (b) services may be suspended until the outstanding charges are paid; and/or
  - (c) A fee may be applied for drawings that are returned unpaid. We reserve the right to cancel the Direct Debit Request at any time if drawings are returned unpaid by your Financial Institution.
- 8 All Customer records and Account details will be kept private and confidential to be disclosed only at your request or at the request of the Financial Institution in connection with a claim made to correct/investigate an alleged incorrect or wrongful debit or otherwise as required by law.
- 9 If any provision of this DDRSA is found to be illegal, void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so), the remaining provisions of this DDRSA will continue to apply to the extent possible as if the void or unenforceable provision had never existed.

### Definitions

Unless otherwise defined, a term defined in the Agreement has the same meaning when used in this DDRSA and:

**Account** means the account nominated in the Direct Debit Request, held at your Financial Institution from which we are authorised to arrange for funds to be debited;

**Agreement** means the Terms and Conditions (including BPAY), including the Schedules to those Terms and Conditions, as amended from time to time;

**Direct Debit Request** means the Direct Debit Request between us and you as amended from time to time;

**Financial Institution** is the financial institution where you hold the account nominated in your Direct Debit Request as the account from which we are authorised to arrange for funds to be debited;

**We** means "Alzheimer's Association of Queensland Inc"; and

**You** mean the Customer/s who signed the Direct Debit Request.



## Charter of Aged Care Rights

I have the right to:

1. safe and high quality care and services;
2. be treated with dignity and respect;
3. have my identity, culture and diversity valued and supported;
4. live without abuse and neglect;
5. be informed about my care and services in a way I understand;
6. access all information about myself, including information about my rights, care and services;
7. have control over and make choices about my care, and personal and social life, including where the choices involve personal risk;
8. have control over, and make decisions about, the personal aspects of my daily life, financial affairs and possessions;
9. my independence;
10. be listened to and understood;
11. have a person of my choice, including an aged care advocate, support me or speak on my behalf;
12. complain free from reprisal, and to have my complaints dealt with fairly and promptly;
13. personal privacy and to have my personal information protected;
14. exercise my rights without it adversely affecting the way I am treated.

### Consumer

### Provider

Consumer (or authorised person)'s signature (if choosing to sign)

Signature and full name of provider's staff member

Full name of consumer

Name of provider

Full name of authorised person (if applicable)

Date on which the consumer was given a copy of the Charter

Date on which the consumer (or authorised person) was given the opportunity to sign the Charter

## Charter of Aged Care Rights

### Consumers

Consumers have the option of signing the Charter of Aged Care Rights (the Charter). Consumers can receive care and services even if they choose not to sign.

If a consumer decides to sign the Charter, they are acknowledging that their provider has given them a copy of the Charter, and assisted them to understand:

- information about consumer rights in relation to the aged care service; and
- information about consumer rights under the Charter.

### Providers

Under the aged care law, providers are required to assist consumers to understand their rights and give each consumer a reasonable opportunity to sign the Charter. Providers must give consumers a copy of the Charter that sets out:

- signature of provider's staff member;
- the date on which the provider gave the consumer a copy of the Charter; and
- the date on which the provider gave the consumer (or their authorised person) the opportunity to sign the Charter;
- the consumer (or authorised person)'s signature (if they choose to sign); and
- the full name of the consumer (and authorised person, if applicable).

The provider will need to retain a copy of the signed Charter for their records.

## **CONSENT TO COLLECT INFORMATION**

I, \_\_\_\_\_ consent to the staff of the  
Dementia and Aged Care Services to collect/share sensitive information for the purposes  
of:

Contacting my doctor or allied health provider directly involved in my care

Provide information to emergency response personnel as required

Recording of data for government funded programs

Consent for photographs to be taken of client for client's file

Consent to allow photographs to be used in centre newsletter and displayed in the  
centre.

Consent to photos being used for publications, website, and educational purposes.

## **CONSENT TO ASSIST WITH MEDICATION**

Consent for Dementia and Aged Care Services to assist client to take medication  
from a Webster Pack, Pharmacy Sachet, or original labelled package.

## **INTERPRETER SECTION**

I, \_\_\_\_\_ being an  
interpreter who has assisted \_\_\_\_\_ (person who signed  
the above form of consent) to understand the meaning of this consent confirm that I have  
translated the form accurately and explained its meaning to the consumer/resident/next of  
kin/authorised attorney before it was signed.

**Interpreter signature:**

**Date:**

**Name of Interpreter (print):**

## **RESEARCH**

I also consent to for my information to be shared with any research body who is  
conducting relevant research approved by a recognised ethics committee.

## **EXCLUSIONS**

Irrespective to any request received, I direct you **NOT** to provide my personal information  
to (please specify name/details)

**I acknowledge that the information has been explained to me and/or in accordance with Dementia and Aged Care Services' privacy brochure supplied to me and I am aware that I can withdraw my consent at any time.**

**Signature:**

**Date:**

**Name of person signing (print):**

**Witness signature:**

**Date:**

**Name of witness (print):**