Light Street Care Pty Ltd

**ABN:** 66 636 242 923

**Street**: Unit 12d, 2 Flinders Parade, North Lakes, QLD, 4509

**Postal**: PO Box 236, North Lakes, QLD, 4509

**Ph:** (07) 3385 0204

**Email:** info@lightstreetcare.com.au

**Web:** [Lightstreetcare.com.au](http://www.xpresources.com.au)

**SERVICE AGREEMENT**

**NDIS funded service – Support Connection**

**and Co Ordination**

This **Service Agreement** is for [full\_name] a participant in the National Disability Insurance Scheme.

D.O.B: [dob]

NDIS Reference Number: [ndis\_number]

NDIS Plan Dates: Start Date [plan\_start\_date] End Date [plan\_end\_date]

**This agreement is made between:**

**[Participant / Participant’s representative]**

[full\_name] / \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*And*

**Light Street Care**

This Service Agreement will commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

for the period \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_to [plan\_end\_date]

**SUPPORT SERVICES**

This agreement is made in the context of the National Disability Insurance Scheme (NDIS) with Light Street Care services aimed at supporting your independence and social/economic participation. Light Street Care Support Coordination will enable you to exercise choice and control in the pursuit of your goals and delivery of your supports in line with your NDIS Approved Plan.

The agreed service types, NDIS references and approved volumes are outlined in the Service Table - the Schedule of Supports (see Attachment A) - as agreed at signing of this agreement. Light Street Care will work with you to utilise your NDIS Plan funds flexibly, within the price limits of the current NDIS Price Guide. Light Street Care will add support items and hours without the need for an additional service agreement as and when required and authorised by you. In accepting the service Light Street Care will process a service booking to represent the additional services.

**CONTACTS**

The participant/the participant's representative can be contacted on:

|  |  |
| --- | --- |
| **PARTICIPANT DETAILS** | |
| NAME | [full\_name] |
| ADDRESS | [address] |
| MOBILE | [mobile\_phone\_number] |
| EMAIL | [email\_address] |

|  |  |
| --- | --- |
| **PARTICIPANT REPRESENTATIVE (if applicable)** | |
| NAME |  |
| ADDRESS | As above |
| MOBILE | As above |
| EMAIL | As above |

Light Street Care can be contacted on:

|  |  |
| --- | --- |
| **SUPPORT COORDINATOR DETAILS** | |
| CONTACT NAME | Domnica Sparkes |
| ADDRESS | 12D, 2-4 Flinders Parade, North Lakes QLD 4509 |
| MOBILE | 0492 947 585 |
| EMAIL | domnica@lightstreetcare.com.au |

Any notice given under this Service Agreement can be sent via mail or email to the Contact details for Light Street Care and for the participant, as set out above.

**CONFLICT OF INTEREST**

Light Street Care recognises a Conflict of Interest may occur when assisting customers with financial management of their plan, providing coordination supports and access services. Where potential and/or actual conflict of interest occurs, we ensure that customers and their chosen representatives are aware and are provided with the knowledge and information to make informed choices and decisions. This includes ensuring that a customer's choice of services is not limited to those provided by Light Street Care.

**PRIVACY AND CONFIDENTIALITY**

Light Street Care will need to collect personal information about you which will assist us to give you the best care possible. This information will be stored in your personal record and will remain confidential as far as is legally permissible. Light Street Care will write to advise you if your personal information becomes compromised.

Light Street Care complies with State / Territory and Commonwealth legislation regarding:

1. Collection, use and disclosure of your personal information
2. You rights to access your personal information
3. Your right to withdraw consent to the release of your personal information at any time.

You are entitled to request access to your information and ask for amendments to be made to information that may be incorrect or out of date.

There may be occasions when it is beneficial to you if we are able to inform family, doctors, hospital staff and other service providers regarding your health and services being provided.

There may be occasion where consent to access your information may be denied or limited. In this instance the reasons and limits will be explained to you.

**RESPONSIBILITIES**

**Light Street Care Responsibilities:** Light Street Care will uphold your rights to:

* Personal privacy, respect, and courtesy
* Be involved in choosing how and when your support services are provided
* Be given sufficient information to enable informed choices to be made
* Be supported in a way that maximises your independence and to feel safe, secure, and homely
* Be supported without discrimination, victimisation, or obligation to those providing the support
* Continue cultural and religious practices and use language of choice
* Lodge a complaint about a service without fear of being disadvantaged in any way
* Receive itemised accounts for all services provided
* Review of services and payment integrity
* Have access to information about your support and other personal information
* Appoint another person as an advocate and/or spokesperson

**Customer Responsibilities:** As a customer, you agree to:

* Treat all parties arranging and providing support with respect and courtesy
* Advise Light Street Care in advance of changes or cancellations to agreed appointments and / or meetings
* Talk to Light Street Care if you have any concerns with the services and supports being provided
* Disclose any material facts and circumstance which may impact on Light Street Care's capacity to provide services
* Recognise that support staff are only authorised to provide defined services within agreed times
* Provide a safe working environment for support staff
* Maintain health and wellbeing to the extent possible
* Keep medical professionals and Light Street Care staff informed as far as possible about relevant medical history and medications being taken
* To respect the employment relationship between Light Street Care and support staff and not offer employment to any staff member directly or indirectly or engage staff members in activities outside of the agreed service without prior consultation with the Light Street Care
* Immediately notify Light Street Care of changes or expiration of the Approved NDIS Plan which forms the agreed service types and volumes as outlined in this Agreement.

**Surveillance Cameras**

As a customer of Light Street Care, you must advise our employees if surveillance cameras are being used to monitor your home, including identifying their locations and ensuring warnings are displayed as to their use. If a customer or their representative has concerns about the practices of an employee following the observation of footage, these must be raised with the relevant Light Street Care office, not with the Light Street Care staff directly.

**FEEDBACK, COMPLAINTS OR DISPUTES**

Light Street Care is committed to providing a high standard of services and supports.

The Participant/ Participant's Representative is entitled to make complaints without fear of retribution. Our organisation welcomes feedback so that we can continue to provide quality support and continuous improvement to our services.

Light Street Care office and Management staff are always available to discuss your concerns. If you are not satisfied with the management of your complaint, or do not wish to discuss your complaint directly with Light Street Care, you can contact one of the following:

* NDIS: 1800 800 110
* The Australian Human Rights Commission: 1300 656 419
* QLD: Wuensland Ombudsman 1800 068 908
* Light Street Care: (07) 3185 0204 or info@lightstreetcare.com.au

**ADDITIONAL FEES / CHARGES**

Additional expenses not specified in the Schedule of Supports Table are the responsibility of the Participant/ Participant's Representative and will be invoiced directly to the Participant/ Participant's Representative. For example, entry fees, event tickets, meals, and accommodation for both you and your support professional.

If services provided by Light Street Care at the request of the Participant/ Participant's Representative exceed the allocated NDIS funding or not included as part of the above schedule, a private service agreement will need to be discussed and agreed to.

**TRANSPORT**

**Individual arrangements for travel expenses which adhere to the NDIS price guide can be discussed and agreed at time of signing this agreement the individual agreement will be documented in the description box below:**

**Participant Community Access**

Providing community access supports may involve a worker accompanying a participant on a community outing or transporting a participant from their home to the community.

In these situations, the worker's **time** can be claimed at the hourly rate for the relevant support item.

Additional to the cost of a worker's **time**, Light Street Care will negotiate with the participant to make a reasonable contribution towards covering the cost of transport. For example, kilometres travelled. A participant's plan may include funding for transport supports that are paid directly to their bank account. This funding can be used by the participant to meet these types of contributions.

If a participant has transport available as a claimable core supports item, additional costs may be able to be charged to a participant's plan.

If transport is not included in a participant's plan, Light Street Care **cannot claim the costs under another support item**. Instead, it is the participant responsibility to pay the cost of transport. If the participant believes that transport should be included in their plan, they may request a plan review.

**Provider Travel (between participants)**

**Note: Travel will only be claimed if Light Street Care reimburses support staff for travel between customers.**

**Metro/Regional**

**When traveling from one participant appointment to another, up to 30 minutes of time can be claimed for each participant** using the line item for support and the code "Provider Travel".

**Rural and Remote**

Where a worker travels from one customer appointment to another in **an MMM4 or MMMS area, up to 60 minutes** of time can be claimed for each participant using the line item for support and the code "Provider Travel".

Description of agreed payment arrangements for travel expenses:

*Not applicable.*

For services provided as fee for service, Light Street Care may alter the private fees and charges in line with the financial year and will provide customers with four (4) weeks' notice prior to implementing any revised rates.

**NDIS Price Guide**

Light Street Care may increase NDIS price limits in line with the financial year and/or when an updated NDIS Price Guide is released from the NDIA. Light Street Care will work with you to discuss these changes and work within the terms of the current NDIS Price Guide.

**Rural and Remote**

The NDIA uses the Modified Monash Model (MMM) to determine regional, remote, and very remote areas. Participant located in MMM4 and MMMS areas are classified as 'Regional', MMM6 as 'Remote' and MMM7 as 'Very Remote'. Light Street Care will refer to prices specified in the relevant price guides.

In general, price limits are 40% higher in remote areas and 50% higher in very remote areas.

**Temporary Transformation Payment (TTP)**

Light Street Care will only apply this pricing loading in line with NDIS requirements. These requirements include:

* Publish our service prices
* List up to date business contact details in the Provider Finder
* Participate in annual agency approved market benchmarking survey

**Cancellations**

Light Street Care adheres to the NDIS Price Guide for its cancellation policy for all agency and plan-managed customers. When Light Street Care is provided with 'short notice' to cancel a service, we will charge 90% of the service price.

A cancellation is a short notice cancellation (or no show) if the participant has given

* Less than 2 business days’ notice for a support that is less than 8 hours’ continuous duration and worth less than $1000; and
* Less than 5 business days’ notice for any other support

There is no limit of the number of short notice cancellations (or no shows) Light Street Care can claim.

**Non-Face to Face Supports**

Light Street Care will discuss and outline activities that are billable under non face to face supports. The amount charged is based on the time spent delivering the non-face-to-face support each time. All charges will comply with the conditions set out in the NDIS price guide.

Billable non face-to face activities must relate to the participant and do not include general administrative tasks.

For example: A report requested by NDIA which outlines goals, objectives and or professional recommendations is considered a billable Non-Face to Face activity.

**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.

**PAYMENTS**

The participant / their representative must elect in writing and advise Light Street Care on execution of this Service Agreement as to how the participant intends to fund the support, in any of the following circumstances:

|  |
| --- |
| [sc1] |

**NDIA Managed**

The participant has nominated the NDIA to manage some or all the funding for supports provided under this service agreement. After providing those supports, Light Street Care will claim payment for those supports from the NDIA. Light Street Care will seek payment for their provision of supports after the participant or their representative confirms satisfactory delivery. Invoices will be issued directly to the NDIA.

|  |
| --- |
| [sc2] |

**Self-Managed**

The participant has chosen to self-manage the funding for some or all NDIS supports provided under this Service Agreement. After providing those supports, Light Street Care will send the participant an invoice for those supports for the participant to pay. The participant will pay the invoice by Cheque/Direct Deposit/Direct Debit/Credit Card within 7 days. Light Street Care will seek payment for their provision of supports after the participant or their representative confirms satisfactory delivery**.**

|  |
| --- |
|  |

**Registered Plan Management Provider**

The participant has nominated the Plan Management Provider [insert Provider name here] to manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, Light Street Care will claim payment for those supports from. Light Street Care will seek payment for their provision of supports after the participant or their representative confirms satisfactory delivery. The Plan Manager will pay the invoice by Cheque/Direct Deposit/Direct Debit/Credit Card within 7 days.

Plan Manager:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact person:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If the participant has chosen to purchase additional items not funded under NDIS. After providing those supports, Light Street Care will send the participant an invoice for those supports for the participant to pay. The participant will pay the invoice by Cheque/Direct Deposit/Direct Debit/Credit Card within 7 days.

**Payments and NDIS Plan dates**

As noted under client responsibilities, the participant must advise Light Street Care of changes to the NDIS plan, including Plan termination and start dates. Where a participant's plan has been reviewed and a new plan has been activated within the old plan dates, and Light Street Care has continued to provide services as per the original plan date, by signing this agreement the participant agrees to pay Light Street Care any amount owed for services until a new agreement is signed and service continuity is confirmed.

**CHANGES TO THIS AGREEMENT**

In all circumstances, we will aim to rebook or alter a service rather than cancel where this is appropriate considering operational and staff requirements. Temporary alterations to the scheduled services will be made with the agreement of both the Participant / Participant's Representative and Light Street Care.

If permanent changes to supports or their delivery are required, then the Participant/ Participant's Representative and Light Street Care agree to discuss and review this Service Agreement in good faith. Changes to this Service Agreement will be in writing, signed and dated by the Participant/ Participant's Representative and Light Street Care.

**TERMINATION OF THE AGREEMENT**

This Agreement may be terminated at any time by either the Participant / Participant's Representative or by Light Street Care by giving fourteen (14) days’ notice.

Light Street Care may suspend or terminate the Agreement immediately if any staff member is placed in a situation that compromises their safety or welfare. This will be enforced immediately via verbal confirmation, followed by a written notice outlining the concerns and actions taken by Light Street Care.

**CONSENT AND AGREEMENT SIGNATURES**

In this agreement you consent to Light Street Care, where necessary, collecting and releasing information associated with the Participant's individual support, including information to and from funders (including for the purposes of participating in Quality Reviews and service reporting).

As part of this agreement you also consent to providing Light Street Care a copy of your approved NDIS Plan and service agreements with service providers included in your NDIS Plan, as part of its obligations in providing Support Coordination.

Please indicate as relevant, your consent to obtain/ provide information generally:

|  |  |  |
| --- | --- | --- |
|  | **Information can be obtained from** | **Information can be provided to** |
| Family Members/Next of Kin  (Please specify) | 1. No 2. No 3. No | 1. No 2. No 3. No |
| Engaged Service Providers | No | No |
| Housing Support Agencies | No | No |
| Government Agencies | No | No |
| Quality Reviewers | No | No |
| Others (Please specify): | No | No |

**FURTHER**

1. I consent to relevant information being shared with Light Street Care Staff involved in the delivery of my / the customer's services.

Yes

1. I consent to photos be taken of me/the customer for the sole purpose of attaching it to my / their client record.

No

1. I am aware of Light Street Care's privacy and confidentiality procedure and understand that I have the right to take action if my/the customer's privacy is breached.

Yes

**AGREEMENT**

You and Light Street Care agree to the terms and conditions of this Service agreement as noted and indicated above and in the specified attachments. You also agree that you have received a copy of our complaint management guide.

**PARTICIPANT SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(PARTICIPANT’S REPRESENTATIVE)**

**PARTICIPANT NAME** [full\_name]

**(PARTICIPANT’S REPRESENTATIVE)**

**DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AUTHORISED LIGHT STREET CARE REPRESENTATIVE**

**NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Attachment A: Schedule of Supports**

|  |  |
| --- | --- |
| PARTICIPANT NAME | [full\_name] |
| NDIS Number: | [ndis\_number] |
| SUPPORT CO ORDINATION  START/FINISH DATE | [plan\_start\_date] |
| SUPPORT CO ORDINATION  Hours of service delivery | [support\_coordination\_hours] hrs at $100.14/hr |
| NDIS PLAN START/FINISH DATE | [plan\_start\_date] – [plan\_end\_date] |
| OTHER SUPPORT SERVICES LINE ITEMS/RATES/ADDITIONAL INFORMATION  Support Coordination - $100.14/hr | |

Please tick: Service Bookings can be made and authorised on your behalf by Light Street Care to reflect the agreed service plan.

**PARTICIPANT SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(PARTICIPANT’S REPRESENTATIVE)**

**PARTICIPANT NAME** [full\_name]

**(PARTICIPANT’S REPRESENTATIVE)**

**DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AUTHORISED LIGHT STREET CARE REPRESENTATIVE**

**SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NAME: \_\_\_\_\_\_Domnica Sparkes \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**