



SERVICE AGREEMENT

HELPING YOU BLOOM!



This Service Agreement is made between LotUs Assist Pty Ltd (ABN: 46 640 588 558) and

0 1 INDIVIDUAL SERVICE AGREEMENT

This NDIS Individual Service Agreement is made for the purposes of providing support coordination and/or plan management services in line with your NDIS funding as agreed to between the parties.

This Agreement is made with the aim of:

- Supporting your independence, social and economic participation;
- To enable you to exercise choice and control in the pursuit of your goals and the planning and delivery of your supports and services.

Lotus Assist agrees to provide you with support services in line with your NDIS plan, and as set out in the attached Schedule of Supports.

0 2 TERMS USED IN THIS AGREEMENT

For your understanding and clarity, please see below an explanation for the terms used in this agreement.

NDIS/NDIA

NDIS stands for National Disability Insurance Scheme as established by the National Disability Insurance Scheme Act 2013 (Cth). The NDIA is the National Disability Insurance Agency, which runs the NDIS.

LOTUS ASSIST

LotUs Assist Pty Ltd is a Registered Provider of Supports under the National Disability Insurance Scheme Act 2013 (Cth). In this Agreement, we are referred to as 'LotUs Assist'.

PLAN

Plan means the written NDIS plan developed with you and on your behalf by the National Disability Insurance Agency or their delegate (for example, your local area coordinator).

PARTICIPANT

The person for whom the plan has been developed.

OUR SERVICES

Plan Management, Support Coordination or House & Yard Maintenance Services (as applicable) delivered by LotUs Assist.

SERVICE PROVIDERS

The services delivered by other service providers.

PLAN MANAGEMENT

The Plan Management Services delivered by LotUs Assist. The NDIS refer to this service as 'Improved Life Choices' in your NDIS plan.

SUPPORT COORDINATION

The Support Coordination Services delivered by LotUs Assist. The NDIS refer to this service as 'Coordination of Supports' in your NDIS plan.

AGREEMENT

An agreement is a formal decision about future action which is made by you and LotUs Assist.



03 OUR RESPONSIBILITIES

When we sign this Service Agreement, it means we agree to

- Work with you to arrange supports that suit your needs and preferences
- Ensure you have access to details of services delivered and the amount charged for those services
- Review the service with you on an agreed basis (at least every 6 months)
- Treat you with courtesy and respect
- Involve you in all decisions about how you would like to be supported
- Comply with all relevant laws, including the NDIS Act and rules, and guidelines relevant to funding
- Protect your privacy and personal information
- Keep accurate records on the supports and services provided to you
- Listen to your feedback and resolve problems quickly
- Let you know if we believe another organisation/provider may be better suited to provide you with the services you need.
- Let you know if there is a potential or actual conflict of interest so that you can make an informed decision in relation to your supports
- Explain our Cancellation Policy and give you information about how we manage complaints about our service and handle incidents.

04 NDIS CODE OF CONDUCT

As a NDIS participant you are protected by the NDIS Code of Conduct.

When providing services to you we must:

- act with respect for individual rights to freedom of expression, self-determination and decision-making in accordance with applicable laws and conventions
- respect the privacy of people with disability
- provide supports and services in a safe and competent manner, with care and skill
- act with integrity, honesty and transparency
- promptly take steps to raise and act on concerns about matters that may impact the quality and safety of supports and services provided to people with disability
- take all reasonable steps to prevent and respond to all forms of violence against, and exploitation, neglect and abuse of, people with disability
- take all reasonable steps to prevent and respond to sexual misconduct.



05 YOUR RESPONSIBILITIES

When you sign this Service Agreement, it means you agree to:

- Work with Lotus Assist to ensure our services and supports are meeting your needs
- Treat our staff with courtesy and respect;
- Pay for services provided according to the fee schedule (last page).
- Talk to Lotus Assist if you have any concerns about the service being provided;
- Give Lotus Assist the required notice if you need to end the NDIS Service Agreement.
- Tell us if your NDIS plan changes, is suspended or you stop using the NDIS.
- Provide a safe environment for home visit, not be under the influence of drugs or alcohol and if a smoker will refrain from smoking during the home visit

PLEASE UNDERSTAND THAT IF YOU DO NOT DISCLOSE ALL NECESSARY INFORMATION THIS COULD POSSIBLY COMPROMISE SERVICE DELIVERY AND LEAD TO THE TERMINATION OF SUPPORT AND SERVICES WITH LOTUS ASSIST.

06 WORKPLACE HEALTH & SAFETY

When you sign this Service Agreement, it means you agree to adhere to the requirements of Workplace Health & Safety. You understand that your residence and the land on which is situated will be a workplace for our staff members.

You understand that you are classed as 'other persons in a workplace' as defined in the WHS Act 2011, and as such, your duties under that WHS Act 2011 require you to:

- take responsibility for your own health and safety;
- take reasonable care that your actions do not adversely affect the health and safety of others;
- ensure that we are made aware of any risks associated with our staff being at your residence; and
- comply so far as reasonably practicable, with any reasonable instruction given by us to allow us to conduct business safely and in compliance with safety legislation.



07 EMERGENCY & DISASTER MANAGEMENT

LotUs Assist have developed an Emergency and Disaster Plan and related measures to enable supports to be safely continued in the event of an emergency or disaster. A copy of the plan will be provided to you, and we welcome any suggestions for improvement.

If the plan is activated LotUs Assist will contact you or your plan nominee to discuss any changes that may be required as a result of the emergency or disaster. For example, if due to the emergency or disaster we are unable to provide face to face meetings we may agree with you to move to online options like zoom meetings. We will work with you to identify and provide continuity of support or alternative care options that are as least disruptive as possible.

To assist us with preplanning we will work with you to identify critical supports and alternative arrangements as part of our individualised risk assessment and support planning process.

In the event that there is a medical emergency or other type of emergency during our service delivery, LotUs Assist will take necessary actions to safeguard you and our employee. This can include actions such as vacating the property or calling emergency services via 000.

Our Emergency & Disaster Plan can be referred to on our website <https://lotusassist.com.au/resources>

08 NON RESPONSE PROCEDURES

In the event you do not respond to a scheduled visit by our workers or we are otherwise concerned for your well-being we may be required to act and follow a non-response plan, this may include:

- contacting your nominated carer or representative
- contacting the police to access your premises; or
- calling an ambulance, as appropriate; and here by grant your consent in this regard.

09 CHANGING YOUR AGREEMENT

We understand things can change. It is important to keep us informed. We can discuss and review the changes together. A new agreement can be developed to replace this agreement if required.



10 ENDING AGREEMENT

The Service Agreement will operate for the duration of time LotUs Assist provides services to you, as the Participant. This may include across multiple years, as well as after an NDIA Plan review or Plan renewal. The Service Agreement will ONLY END where either the Participant or Lotus Assist provides the other party with 14 days notice in writing.

In the event of a serious breach of the Service Agreement by either party, the notice period of 14 days will be waived and the Service Agreement will come to an end immediately.

11 FEEDBACK, COMPLAINTS & INCIDENTS

We want to hear from you!

Lotus Assist welcomes your feedback and complaints to improve the quality of our services. You can send us an email or speak with us directly via email or phone.

We know it can be hard to raise your concerns or make a complaint. We hope you feel you can raise any concerns you have with us.

If you don't feel Lotus Assist has handled your complaint adequately, or if the complaint is of a serious nature you can get support. If you would prefer to speak with someone outside of Lotus Assist, you can contact the NDIS Quality & Safeguard Commission's dedicated Complaint line on 1800 035 544 (TTY 133 677) or online at www.ndiscommission.gov.au

There are also free Advocacy Services available. We can help connect you to a local Advocacy service or you can find one on the Disability Advocacy Network Australia www.dana.org.au

- Disability Advocacy Service Hunter - 1300 365 085
- First People's Disability Network Australia - 02 9267 4195
- Intellectual Disability Rights Service - 02 9265 6350
- National Ethnic Disability Alliance - 02 6262 6867
- Children & Young People with Disability Australia - 1800 222 660

It can be hard to speak up, please let us know if we can help.



12 PAYMENTS

Lotus Assist agrees to provide you the supports and services outlined in the Schedule of Service (found in this Agreement) and will seek payment for support services after we have provided them. The way we claim payment for those services will depend on how you manage your funding. The arrangements for each funding type are outlined below. You will need to indicate how you have chosen to manage your funding.

How you can manage your funds:

NDIA managed fund

If you have nominated the NDIA to manage the funding for supports provided under this Service Agreement, Lotus Assist will claim payment for those supports from the NDIA.

Self-managed funds

If you have chosen to self-manage the funding for some, or all your NDIS supports provided under this Service Agreement, Lotus Assist will provide you with an invoice for the support services we have provided you. By signing this agreement, you agree to pay Lotus Assist invoices by [cheque/ cash / EFT] within 14 days of receiving the invoice.

Plan Nominee

You will need to provide the name of your Plan Nominee who manages the funding for NDIS supports provided under this Service Agreement. Lotus Assist will send your Nominee an invoice for payment. Your Nominee will be required to pay the invoice by [cash / cheque / EFT] within 14 days of receiving the invoice.

Plan Management

If Lotus Assist is not your Plan Manager, you will need to provide the details of your Plan Management Provider who manages the funding for NDIS supports provided under this Service Agreement. After providing the agreed support services, Lotus Assist will send your Plan Management Provider an invoice for payment. Your Plan Manager will be required to pay the invoice by [cash / cheque / EFT] within 14 days of receiving the invoice.

13 FEES

Lotus Assist agrees to provide you the supports and services outlined in the Schedule of Service on the final page of this Agreement. The National Disability Insurance Agency (NDIA) adjusts prices annually.

By signing this agreement, you are acknowledging that Lotus Assist will adjust the unit of price in line with the current version of the NDIA Price Guide.

14 CONTACT BREAKDOWN

The funds provided in your NDIS plan for Support Coordination and Psychosocial Recovery Coach are charged at an hourly rate. Each activity (contact) made with you will have an associated fee. Please see below the types of contact LotUs Assist will have with you and the incremental minutes charged for our time.

Phone calls (including voicemails)	6 minutes <i>minimum</i>
Emails	12 minutes <i>minimum</i> (read and reply)
SMS / Text	6 minutes <i>minimum</i> (read and respond)
Face to face meeting	30 minutes <i>minimum</i>
Report writing	6 min <i>increments</i> (based on total time to complete)
Research	6 min <i>increments</i> (based on total time to complete)
File notes	6 min <i>increments</i> (based on total time to complete)
Plan review meeting	30 minutes <i>minimum</i>
Travel	Up to 30 minutes

Administration/Documentation

LotUs Assist are required to keep accurate records on the service we provide you and on how you are meeting your goals. These records are required to be produced for NDIS audits and plan reviews.

In signing this agreement, you agree that LotUs Assist staff can spend a minimum of 6 minutes of each interaction writing up required documentation to meet this requirement.

15 TRAVEL

LotUs Assist may claim travel related costs from your NDIS plan when the travel costs are directly related to providing an NDIS service. There are two circumstances where it may be suitable to charge for travel costs:

- When traveling with the participant as part of the service/support (Activity-based transport)
- When travelling to the participant in order to provide the service

LotUs Assist charges participant transport at the rate of 85 cents per kilometre, as per the Australian Tax Office recommendation. All travel charges will be agreed on between LotUs Assist, you, your plan nominee, your co-ordinator of supports or your local area coordinator, if you have one prior to any claim for travel will be made.



16 SCHEDULE OF FEES

We want you to have a good understanding of all aspects of Lotus Assist's fees. The NDIA sets price limits for supports to ensure they provide value for money for participants. Changes to the set prices are updated to respond to market trends and changes in costs and are generally identified through an Annual Price Review. The Annual Price Review is undertaken by the NDIA in the lead up to a new financial year, with any new prices outlined in an updated price guide, effective 1 July each year.

Lotus Assist will adjust the unit of price in line with the current version of the NDIA Price Guide and will let you know in writing before making the adjustments.

SUPPORT COORDINATION \$100.14 per hour	PLAN MANAGEMENT \$104.45 per month	PLAN MANAGEMENT SET UP COSTS \$232.35 per plan	FINANCIAL MANAGEMENT & BUDGETING \$70.87 per hour
DEVELOPMENT OF LIFE SKILLS \$62.17 per hour	ASSISTANCE WITH ACCOMMODATION \$70.87 per hour	PSYCHOSOCIAL RECOVERY COACH \$93.34 per hour	SPECIALIST SUPPORT COORDINATION \$190.54 per hour

17 SCHEDULE OF SUPPORTS

I give consent to the LotUs Assist to provide the following supports:

- Support Coordination (only if stated in plan).** Confirmed funding amount \$_____ Charged hourly at a rate of \$100.14 per hour. When applicable, travel will be charged at the Support Coordination hourly rate for time traveled and participant transport charged at \$0.85 per km.
- Psychosocial Recovery Coach (only if stated in plan).** Confirmed funding amount \$_____ Charged hourly at a rate of \$93.34 per hour (daytime rate). When applicable, travel may be charged.
- Specialist Support Coordination (only if stated in plan).** Confirmed funding amount \$_____ Charged hourly at a rate of \$190.54 per hour. When applicable, travel may be charged.
- Plan Management (in plan as Improved Life Choices).** Confirmed funding amount as stated in plan Set up \$235.35 once off and Monthly Administration \$104.45 per month.
- I consent to allowing access to my Support Coordinator to view my funding levels.

AUTO APPROVE INVOICES:

- Yes** - I give consent to LotUs Assist to claim invoices relating to my NDIS supports without individual approval as long as the service is a provider I have agreed to work with and is in line with the funding in my plan. All invoices outside of this criteria will require approval.
- No** - I want to receive and approve all invoices prior to claiming and I am aware this will need to be done promptly so that my providers are paid in a timely manner

18 CONFLICT OF INTEREST

Conflict of Interest in Service Provision Agreement

LotUs Assist offers a range of different services, including Support Coordination, Plan Management, Specialist Support Coordination, Psychosocial Recovery Coach, House and Yard maintenance, Participate in the community, Development of life skills, Transport and Accommodation & Tenancy. To ensure there is no conflict of interest, when any of our staff look for quotes for services on behalf of participants, we will always provide a minimum of 3 options/quotes from other services, in addition to our own. It is then entirely your decision if you would like to choose our service or go with another provider. Your decision will not affect the current services offered to you by LotUs Assist and there is no expectation that you will choose LotUs Assist for other services.

To ensure that there is **no conflict of interest** in the services you receive from LotUs Assist, your workers will be different for each service offered. This way if you are not happy with one of the services you are receiving you can ask for a change in worker or cancel that particular service at any time.

This declaration is made in relation to my supports and my understanding of the conflict of interest.

- I acknowledge that Lotus Assist offers a variety of services ranging from Support Coordination, Plan Management, Specialist Support Coordination, Psychosocial Recovery Coach, House and Yard maintenance, Participate in the community, Development of life skills, Transport and Accommodation & Tenancy
- I also acknowledge that I have not been coerced or encouraged to choose LotUs Assist for one or more of these services and do so at my free will.
- This acknowledgement stands for the time I am an active participant of LotUs Assist.

PARTICIPANT / REPRESENTATIVE'S NAME: _____

Signature: _____

WITNESS: _____

Signature: _____

DATE: _____



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PRIVACY

You need to know about how we handle your personal information.

Lotus Assist wants to provide you with the best possible service. To do this, we need to collect some of your personal information. We may need to share this information with other parties, including other service providers.

We will check with you to ensure you know what information we have and who we may need to share this information with to provide support coordination services. We need to obtain your permission, or consent, to obtain and release personal information. There is a consent form attached to the Service Agreement. Spend some time reviewing the parties we have identified. Let us know who Lotus Assist can and can not share your information with. We can talk about your concerns. You can always change your mind.

Safeguarding your privacy

We will treat your personal information with respect and have safeguards in place to protect your privacy. We have a Privacy Policy that you can view. The principles of our commitment to you are:

- We will obtain your consent to collect, store and share personal information required to provide you support coordination services.
- We have robust information management systems in place to safeguard your information.

If you believe your privacy has been breached, we will handle this breach within our complaint and incident handling process.

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QUESTIONS

Before signing the Service Agreement, you may have a few questions.

Please feel free to ask us anything. There is no obligation to sign the agreement. We want to make sure you have enough information to help you make a decision about whether Lotus Assist is right for you.

Remember, you have choice and control in the supports you receive.

Here are a few examples of questions you may want to ask:

- Who will be responsible for what?
- How will Lotus Assist help you to achieve your goals?
- What is Lotus Assist's experience delivering supports?
- What are the prices? What is included?
- How will Lotus Assist charge you?
- Do you want to discuss a notice period for ending an agreement?



2 1 PARTICIPANTS UNDER 18 YEARS

Provision of information under Chapter 16A of the Children and Young Persons (Care and Protection) Act 1998

Section 245C of the Act allows a prescribed body to provide information of their own accord to another prescribed body that relates to the safety, welfare or wellbeing of a particular unborn child, child, young person or class of children or young persons.

A prescribed body may request information from another prescribed body or Community Services may direct the provision of information (already held by an organisation) on the following:

- a child or young person's history or circumstances
- a parent or other family member
- any person/s having a significant or relevant relationship with a child or young person
- the facts surrounding whether a person poses a risk to the safety, welfare or wellbeing of a child or young person
- the organisation's dealings with the child or young person, including past support or service arrangements subject to the exemptions set out in section 245D (4) of the Act and the outcomes of these dealings.

Information can only be shared under Chapter 16A if it is:

- Related to the safety, welfare or wellbeing of a child or young person or class of children or young persons (in compliance with legislation).

Information can only be shared under section 248 if it is:

- Related to the safety, welfare and well-being of a particular child or young person or class of children or young persons.

LotUs Assist is a prescribed body and may exercise its mandatory obligations under Chapter 16A without gaining prior consent.



2 2 ACKNOWLEDGEMENTS

We want to ensure that you have clearly understood all that is included in your service agreement. Please review the below points and tick each box acknowledging that you agree and understand.

- I agree that I am aware of the complaints procedure and the process to provide feedback or make a complaint.
- I agree to participate in providing feedback to LotUs Assist, e.g. surveys
- FUNDS OVERSPEND - I acknowledge that if I ignore low funding alerts and budgeting notifications and continue accessing supports, I may be responsible to pay for the service myself.
- I agree and acknowledge the methods in which LotUs Assist will be in contact with me and the way they will charge their time to my NDIS Plan.
- I agree for price adjustments to be made in line with the NDIS price guide as part of this service agreement and for service to remain in place for the duration of my plan.
- I agree to LotUs Assist claiming travel related costs from my NDIS plan when the travel costs are directly related to providing an NDIS service.
- I acknowledge that I have not been coerced or encouraged to choose LotUs Assist for one or more of their services and have made these choices at my own free will.
- I consent to my contact details being supplied to providers for the purpose of arranging relevant supports and service agreements (adhering to the Privacy and confidentiality policy)
- I understand that LotUs Assist has a legal obligation to participate in government initiated reviews and audits and I agree to co-operate to the extent reasonably necessary for these to take place.
- The Parties agree that this document may be executed and dated electronically utilising any software or program determined by LotUs Assist in its absolute discretion, including scan and email. The fact that there is no ink signed version of this agreement does not make it invalid or unenforceable.



23 SIGNATURES

This Service Agreement is made for the purpose of providing supports to you under your NDIS plan.

You and Lotus Assist both agree that this Agreement is consistent with the aims and policies of the NDIS, especially the aim to give Participants more choice about what support they need to achieve their goals and take part in the community.

Lotus Assist agrees to provide you with support services in line with your NDIS plan, as set out in the attached Schedule of Supports.

A supply of supports under this Service Agreement is a supply of one or more reasonable and necessary supports specified in the statement of supports included, under subsection 33(2) of the National Disability Insurance Scheme Act 2013 (NDIS Act), in the participant’s Plan currently in effect under section 37 of the NDIS Act.

All prices are GST inclusive (if applicable).

SERVICE BOOKINGS:

By signing this agreement, you are providing consent to LotUs Assist to create a service booking in the NDIS myplace portal. We are required to inform you that we will make this booking. A service booking is required so that a type of agreed service is nominated, dates of supports and agreed funding is allocated to the organisation you choose to deliver your supports.

SIGNING THIS AGREEMENT:

By signing this agreement, you will be agreeing to the following:

- You understand the agreement
- You agree to everything stated in the agreement
- You will uphold your responsibilities to this agreement

PARTICIPANT / REPRESENTATIVE'S NAME: _____

Signature: _____

LOTUS ASSIST REPRESENTATIVE: _____

Signature: _____

DATE: _____

Copy provided to participant: YES NO

