

Terms of Business - Service Access

These Terms of Business - Service Access, outline the agreed responsibilities of both Murray Human Services Inc trading as We Are Vivid (Vivid) and the Participant for the purpose of providing services under the Participant's National Disability Insurance Scheme (NDIS) Plan or any other funding source.

Vivid cannot provide services or supports to any Participant without a signed Service Agreement (and which incorporate these Terms of Business).

Service Agreements must be signed by, or on behalf of, the Participant within 15 working days of receiving the Service Agreement failing which the offer of service can be rescinded by Vivid.

1. Vivid's Responsibilities

In addition to any other responsibilities imposed by the Service Agreement between Vivid and the Participant, Vivid agrees to:

- 1.1 Review (at least annually), with the Participant, the Services provided to the Participant.
- 1.2 Work with the Participant to provide Services that fit the Participant's needs that arise from their Impairment(s) and have been approved for NDIS funding at their preferred times.
- 1.3 Treat the Participant with courtesy and respect.
- 1.4 Consult with the Participant on decisions about how the Services are provided.
- 1.5 Listen to the Participant's feedback and resolve problems quickly.
- 1.6 Keep accurate and complete records of the Services provided to the Participant.
- 1.7 Give the Participant a minimum (where possible) of 24 hours' notice if Vivid has to change a scheduled appointment to provide Services.
- 1.8 Give the Participant the required notice, as specified in the Service Agreement, if Vivid needs to end the Service Agreement.
- 1.9 Protect the Participant's privacy and confidentiality.
- 1.10 Provide supports in a manner consistent with all relevant laws, including the NDIS Act 2013 and Rules and the Australian Consumer Law.

- 1.11 Ensure that the Services are provided, as far as is reasonably practicable, in a safe environment and that reasonable care is taken of the Participant. “Reasonable care” must meet the standards imposed by Vivid’s Duty of Care Policy (which reflects the requirements of the Common Law) together with State and Commonwealth legislation and standards applicable to disability service providers.
- 1.12 Where appropriate, carry out Duty of Care vs Dignity of Risk Assessments in consultation with the Participant and this consultation may include family, carers, circle of support members, Vivid management and staff.
- 1.13 Advise, at the earliest opportunity, the Participant’s Emergency Contact Person if the Participant is, whilst in the care of Vivid, involved in an incident which adversely affects the health and wellbeing of the Participant.
- 1.14 Have a documented emergency and disaster management plan, on [Vivid’s website](#), which explains how Vivid will respond to an emergency or disaster.

2. Responsibilities of the Participant

In addition to any other responsibilities imposed by the Service Agreement between the Participant and Vivid, the Participant agrees to:

- 2.1 Work with Vivid to ensure that the Services delivered meet the Participant’s needs and are consistent with the NDIA’s Impairment Categories and needs arising from their impairment.
- 2.2 Treat Vivid staff with courtesy and respect.
- 2.3 Talk to Vivid if the Participant has any concerns about the Services being provided.
- 2.4 Attend programs in accordance with agreed timetables. Regular attendance will assist Vivid to help the Participant to meet their goals.
- 2.5 If the Participant is to be absent from any program for any reason at any time, immediately advise Vivid in accordance with the cancellation provisions in these Terms of Business.
- 2.6 If the Participant has an infectious disease or illness of any kind, not attend Vivid until the period of infection is over. Vivid reserves the right, where the Participant has been suffering from an infectious disease (including, but not limited to, Influenza, Gastroenteritis, Conjunctivitis, Measles, Mumps, Whooping Cough, Chicken Pox, Rubella) to request the Participant to provide a medical certificate stating that they are clear to attend Vivid. Further information on infectious diseases can be found at: www.betterhealth.vic.gov.au
- 2.7 Give Vivid the required notice, as specified in the Service Agreement, if the Participant needs to end the Service Agreement.

- 2.8 Inform Vivid immediately if the Participant's NDIS Plan is suspended, replaced by a new NDIS Plan, or the Participant ceases being a participant in the NDIS or the recipient of funding from any other source.
- 2.9 Advise Vivid if there is any nominated person authorised to act on their behalf. A nominated person may include an Attorney, Advocate or Administrator or NDIS Plan Nominee. Vivid must be provided with a certified copy of any documentation which confers and confirms that authority (such as a Power of Attorney).
- 2.10 Advise Vivid of any changes whatsoever relating to the nominated person within 14 days of that change occurring.

3. Cancellations

- 3.1 When the Participant is going to be absent from, or wishes to cancel, a Service, the Participant (or their representative) must immediately notify Vivid.
- 3.2 Vivid will claim NDIS payments for a Short Notice Cancellation (or No Show) in accordance with the provisions of the NDIS Price Guide effective at the time the services were provided.
- 3.3 A cancellation is a Short Notice Cancellation (or No Show) if the Participant:
 - 3.3.1 Does not show up for a scheduled support within a reasonable time, or is not present at the agreed place (and within a reasonable time) when a Vivid Support Worker is travelling to deliver the support; or
 - 3.3.2 Has given less than seven (7) clear days' notice of cancellation of a support.
 - 3.3.3 For a support that relates to an overnight excursion, cancellation must be given seven (7) clear days prior to date of departure.
- 3.4 There is no limit on the number of Short Notice Cancellations (or No Shows) that Vivid can claim in respect of the Participant.
- 3.5 If You are going to be absent from a Supported Independent Living (SIL) support, Vivid reserves the right to continue billing and receiving payment for any shared support element of the agreed weekly amount during the planned absence. Where notification occurs with a minimum of 4 weeks' notice Vivid may, at its discretion, release any portion of 1:1 SIL based support, regularly scheduled during the period of absence.

4. Damage Caused by the Participant

- 4.1 The Participant must not damage buildings, equipment (including vehicles) or other property of Vivid, its staff or other people.

- 4.2 The Participant must pay for the cost of repair of any damage the Participant causes to buildings, equipment (including vehicles) or other property of Vivid, its staff or other people.

5. **Suspension from Services**

Suspension (either temporary or permanent) from receiving the Services will occur if the Participant is, in the reasonable opinion of Vivid, placing the health and safety of themselves or others at unreasonable and ongoing risk.

6. **Disputed Payments**

- 6.1 This clause applies to Participants whose Plan is:

- 6.1.1 Self-managed, or

- 6.1.2 Managed by a Plan Manager.

- 6.2 If a Participant reasonably disputes, in good faith, their obligation to pay part or all of an invoice received from Vivid, then the following provisions apply despite anything to the contrary in the Service Agreement:

- 6.2.1 The Participant must notify Vivid in writing within 7 days of receiving the invoice of the amount on the invoice that is disputed and the reasons why they consider they are not obligated to pay that amount.

- 6.2.2 Vivid will address the dispute within 7 days of receiving the Participant's notification.

7. **Changes to Agreements**

- 7.1 If changes to the Service Agreement are required, Vivid and the Participant agree to discuss and review the Service Agreement.

- 7.2 Vivid and the Participant agree that any changes to the Service Agreement must be in writing, dated and signed by both Vivid and the Participant.

- 7.3 Any request by the Participant to change the Service Agreement must be in writing and provide details of:

- 7.3.1 The nature of the variation to the Services that are required;

- 7.3.2 The date Vivid is required to commence performance of the variation to, or delivery of additional, Services.

- 7.4 If Vivid is not able to provide the requested services, Vivid will provide written notification to the Participant, including reasons why those services cannot be provided.

8. **No right to set off**

The Participant has no right of set-off or counter-claim in respect of any debt or other obligation, under the Service Agreement, of the Participant against any payment or other obligation of Vivid provided for in the Service Agreement or pursuant to any other claim of the Participant.

9. **Service Billing**

- 9.1 Services will be billed based on the support ratios delivered for each service.
- 9.2 Services will be billed from the commencement of scheduled support time or upon the Participant's arrival at the Vivid site, whichever is the earlier.
- 9.3 Services will be billed until the conclusion of scheduled services or until the Participant departs a Vivid site, whichever is the later.
- 9.4 Where Services are provided in a Centre, a Capital Centre Cost may be charged where provided for in the NDIS Price Guide.

10. **Transport and Travel**

- 10.1 Providing community access supports may, at the request of the Participant, involve a Support Worker accompanying the Participant on a community outing and/or transporting the Participant from their home to the community. In these situations, Vivid will bill for the time spent accompanying and/or transporting the Participant at the appropriate rate for the Service (group or individual, as applicable). Funding allowed in the schedule to the Service Agreement will include any such costs if applicable.
- 10.2 In addition to the cost of the Support Worker's time, when accompanying and/or transporting the Participant in the community, Vivid will be entitled to charge the Participant a reasonable contribution (in accordance with the NDIS Price Guide's recommended cents per kilometer rate) towards non-labour costs associated with providing the use of a vehicle. The Participant's NDIS Plan may include funding that can be used for such contributions. If the Plan is self-managed, or funds are unavailable in the Plan, the Participant will be charged directly. Funding allowed in the schedule to the Service Agreement will include any such costs if applicable.
- 10.3 Transport between the Participant's residence and Vivid sites may be provided and charged in accordance with the NDIS Price Guide, where public transport is not a viable option. Funding allowed in the schedule to the Service Agreement will include any such costs if applicable.
- 10.4 Transport during Centre based Day Services' activities will be charged as part of the Activity Fee for that program. The Participant will be advised of any additional charges prior to the program.

- 10.5 Where a Support Worker travels to provide support face-to-face, a Participant can be charged at the hourly rate for the relevant support item as long as the NDIS Price Guide indicates that provider travel can be charged for that support item. The time charged will vary depending on where the support is being provided - refer to the NDIS Price Guide MMM Model Classifications. Vivid will notify the Participant in advance if a travel charge is applicable. Where a Support Worker is travelling to provide services to more than one Participant in a 'region' then Vivid will apportion, by agreement, that travel time between Participants.
- 10.6 In addition to the cost of the Support Worker travel time to provide support to a Participant, Vivid will be entitled to charge Participants a reasonable contribution (in accordance with the NDIS Price Guide) towards non-labour costs associated with having to use a vehicle to travel to provide face-to-face support. Funding allowed for in the schedule to the Service Agreement will include any such costs if applicable.

11. **Non-Face-to-Face Support Provision**

- 11.1 A Participant's support needs may require Support Workers to do work, when the Participant isn't present, on behalf of the Participant that assists the Participant to reach their goals. These are Non Face-to-Face Supports.
- 11.2 In some circumstances, the NDIS Price Guide allows time spent providing Non Face-to-Face Supports to be billed against the Participant's Plan.
- 11.3 Vivid will charge a Participant for Non-Face-to-Face Support at the hourly rate for the relevant support item as long as the NDIS Price Guide indicates that Non-Face-to-Face Support can be charged for that support item.
- 11.4 Any Non-Face-to-Face supports will be included in the amount shown in the schedule to the Service Agreement.
- 11.5 Where a Support Worker provides Non-Face-to-Face Support that is in relation to multiple Participants' goals Vivid will apportion that time between the Participants.

12. **Complaints and Disputes**

- 12.1 In the event of there being any complaint, dispute or difference of opinion arising in respect of the Service Agreement it is to be resolved in accordance with Vivid's Complaints Policy.
- 12.2 If the Participant is not satisfied with Vivid's endeavours to resolve the issue, or does not want to talk to Vivid, the Participant can contact:

12.2.1 **NDIA**

Phone: 1800 800 110 www.ndis.gov.au

12.2.2 Disability Services Commissioner

Phone: 1800 677 342 www.odsc.vic.gov.au

13. Client Handbook

For a Participant who is receiving services from Vivid for the first time, a copy of the Client Handbook will be provided at the time of signing the Service Agreement.

14. Conflict of Interest

Where possible, Vivid aims to avoid any real or perceived conflict of interest in the delivery of supports and services.

In the event of any unavoidable real or perceived conflicts of interest, a [Conflict of Interest Declaration Form](#) must be completed.

Version Control

V1.0 - 9/8/2018	V1.1 - 26/7/2019	V1.2 - 14/9/2020	V1.3 - 3/8/2022	V1.4 - 12/10/2022	V1.5 - 3/12/2025
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