

Terms and Conditions

This document outlines how we will work together, should you choose Avivo as your service provider. Please ask us if you have any questions about this document.

Please confirm:

- It is also important that you read Avivo's [Customer Policy](#) which outlines your rights and the responsibilities of Avivo

General Terms

- We will work with you to ensure you have choice and control of your services within your funding, and we will give you time to consider your choices.
- As part of your registration and review processes, we will complete other key documents to ensure we provide you with quality services. We will monitor and review your services regularly.
- We will contact you to discuss any changes or cancellations to your services.
- We will develop an emergency plan with you.
- Our support workers will take care while performing duties your home, and you accept that Avivo is not responsible for replacing or repairing any household items that might get damaged by support workers.
- You will advise us of any changes including contact details, who to send your invoices or letters to, or your next of kin/emergency contact.
- We will provide you with a signed copy of this agreement and other key documentation for your records.
- You will cover your own expenses for personal activities e.g., parking fees and purchasing meals.
- You can give feedback or make a complaint about your services at any time by contacting an Avivo representative via phone, email or by using our [confidential feedback page](#).
- You have the right to request an advocate, interpreter or other representative to act in your best interests.
- If you or Avivo wish to terminate this agreement or cease services, notification will be given in writing, including an agreed termination date (usually four weeks).

Information about privacy can be found in our [Customer Policy](#). Specifically, Avivo will:

- Collect and store information about you and your support and services.
- Keep your information safe and confidential, only releasing it with your consent.
- Discuss with you any instances where we have a duty of care to share your information.
- Provide you access to your information on request.
- Respect your right to withdraw consent for the collection, use and disclosure of your personal information at any time.

Home Care Package:

We will work with you to develop a personalised budget for goods and services that you have chosen to receive under a Home Care Package, the budget identifies the amount of funds available to you and consists of:

- The daily subsidy amount based on the level you have been assigned
- Any supplements you have been granted
- Your contribution amount (If applicable)
- Your unspent funds (if applicable)
- Any Top Up that you may be contributing
- Your Income Tested Care Fee amount (If applicable)
- Avivo will claim funding from your package one month in arrears, based on the care, services and goods delivered in the previous month. It is important that your goods and services do not exceed what is available.
- It is ESSENTIAL that all invoices for service/support or reimbursement arrive at Avivo's finance department APinvoices@avivo.org.au by the 3rd of each month for processing. Avivo are only able to claim service/supports or reimbursements for the month prior to the current claim. Without exception, any invoices received after this date are unable to be claimed against the package.

Your Budget Obligations

- Please ensure all fees associated with your Home Care Package are paid as agreed.
- Please ensure you are aware of your budget and balances. Any overspend will result in a personal invoice.

Fees

- We receive the subsidy based on your ability to contribute to your supports and services. The maximum basic daily fee is determined by The Department

as 17.5% of the single person rate of the basic pension.

- With pensions increased each March and September annually, your basic daily fee will be adjusted accordingly.
- Avivo evaluate the fees and charges at least once annually.

Method of Payment

- All Home Care Package fees are required to be paid by direct debit unless we have made other arrangements with you.
- Please provide us with a direct debit authority as soon as possible prior to receiving supports/services under this agreement.
- You are responsible for ensuring there are sufficient funds in your nominated bank account to avoid being charged bank dishonour fees.

Monthly Invoices and Home Care Package Summary

- We will send you an invoice each month for the previous month's support and services. We will also send you a Home Care Package summary setting out:
- Your budget, i.e. how much you had for spending on support and services in the past month including your contributions.
- The cost of the supports and services you receive (how much you have spent).
- The balance at the end of the month.
- The client contribution fee and the income tested care fee (if applicable)
- And any adjustments that have been made.

Income Tested Care Fee

Self-funded retiree's and part pensioners are required to have an income assessment to determine if an Income Tested Care Fee is to be paid. Centrelink performs this assessment upon receipt of a completed assessment form forwarded by you. Our support staff will explain the process required and ensure that you understand about these payments.

The assessed fee (if applicable) is paid by direct debit on invoice from Avivo. Payment is compulsory and the fee is non-negotiable as this is set by the Government. If you take leave for hospital, residential respite, social leave, or transitional care the Income Tested Care Fee payment will still apply. If the Income Tested Care Fee (if applicable) is not paid on time Avivo will commence proceedings to recover the debt according to our Debt Management process. If debt recovery is unsuccessful your package may be discharged, and we will no longer provide services and supports.

Cancelling and Rescheduling Rostered Supports

If you cancel or reschedule a rostered service provided by an Avivo support worker, charges will apply as follows:

Where at least 48 hours' notice of the cancellation or reschedule is provided there will be no charge. Where less than 48 hours' notice of the cancellation or reschedule is provided the service will be charged at full cost of the total rostered time of the cancelled service

Goods & equipment

We may arrange the provision of standard goods or equipment as part of your support and services. Please note that should you purchase any goods or equipment with your Home Care Package funds, the cost of repairs and maintenance are at your expense, and this could be deducted from your package.

Changing Package Levels

If your care needs change and you require a higher level of support, you must be reassessed by the Aged Care Assessment Team. You acknowledge that it is your responsibility to arrange for an assessment of your support needs. Your Service Coordinator will advise you about the transfer of any unspent funds and the payment of any outstanding fees.

Suspending Services

You can stop some or all your supports and services temporarily. You can stop for a variety of reasons, such as, social or respite leave or going to hospital. Where possible, you will need to give 7 days' notice. You can stop your service for up to 28 days. Please note that the income tested care fee and the client contribution fee will still be charged while you are not receiving services and/or supports. If you stop services and or supports for more than 28 days, your government subsidy will reduce. Please ask your Service Coordinator for more details. You can however cancel a single visit without charge if you give 48 hours' notice.

Contractors

It is important that people hired to provide your support are suitable and able to do this safely. As the case manager for your package, we are required to undertake a number of official checks on any proposed contractor before commencing support. These checks require provision of a:

- National Police Certificate
- Full drivers license
- Public Liability Insurance Certificate
- Completed Registered Provider application form

Termination of agreement and Security of Tenure You can terminate (end) the Home Care Package agreement by giving notice in writing and agreeing a cessation date with

Avivo. Under the legislation, home care providers are responsible for ensuring a consumer's security of tenure and must act within the law. Under legislation Avivo can end the Home Care Package agreement in following circumstances:

- the consumer does not meet his/her responsibilities, as described in the 'Charter of Care Recipients' Rights and Responsibilities – Home Care', for a reason within the consumer's control. For example, if a consumer does not pay required fees or negotiate an alternative with their provider,
- the consumer cannot be cared for in the community with resources available to the home care provider,
- the consumer wishes to discharge,
- the consumer's needs have changed, and support could be more appropriately met by other types of care.

Unspent funds on discharge

When a customer leaves a Home Care Package there may be unspent funds in their budget. Any customer portion of the unspent home care amount will be paid in accordance with the amended User Rights Principles 2014. You can transfer to another service provider by giving notice in writing and upon an agreed cessation date with Avivo, any unspent funds (less exit amount) will move with you your new provider. Consumers have a responsibility (under the charter of Care Recipients' rights and responsibilities – Home Care) to tell providers and their staff of the day they intend to cease receiving home care services before they change providers.

Variation of this agreement

To vary this agreement, we will consult with you to come to a mutual agreement and then give 7 days' notice of the variation before it takes effect. The agreement is automatically varied including the fees payable, if required by a change to the legislation.