

# 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.

## Funder Terms

### NDIS Terms:

- We require a copy of all sections of your funding plan that relate to Avivo's services, including management type, budget amount and plan dates.
- If you have transitioned to the NDIS PACE system, we require you to nominate Avivo as My Provider
  - Trading as: Avivo: Live Life Inc
  - Provider number: 4050002019
- To claim our services from your funding, Avivo needs your acceptance of this service agreement. Please return the signed service agreement or email your acceptance approval before your first rostered service. If you do not return your signed service agreement or provide approval via email, we may need to pause services until we have confirmation of approval. If approval is via email, we will still require a signed agreement to be returned.
- As Avivo is a registered provider of the National Disability Insurance Scheme (NDIS), Avivo charges prices in accordance with the most current NDIS pricing framework for Western Australia. The NDIA sets the price limits for most NDIS services and revises these every year, and sometimes more frequently, in response to economic or societal changes (eg COVID). When the pricing framework changes Avivo will amend our pricing in accordance, and you will be advised of any changes to the cost of your services.
- Temporary Transformation Payment (TTP) pricing has been implemented by the NDIS to assist providers with the additional expenses incurred due to the complex nature of the transition to the scheme. Avivo is eligible to apply TTP pricing for applicable NDIS services and supports and will do so.
- NDIS items are GST exempt, as per section 38-38 of the GST Act.
- Information about the price of Avivo's services is outlined in our [NDIS Rates Schedule](#).
- We will discuss the timing, nature and value of the supports to be delivered to

you and will prepare a budget to show the cost of the agreed services, and a roster to show the timing of the delivery of these services. The budget forms part of this agreement. By signing this service agreement, you are agreeing that you have reviewed this information and agree to the services, supports and charges detailed therein, and with the terms and conditions set out in this document.

- As outlined in the budget Avivo will charge you for provider travel and non-face-to-face services in addition to face-to-face supports. We will also charge you for customer transport provided to you as part of our services. If your plan does not include any funding for transport, and you request transport during supports, you agree that Avivo will invoice you or your representative for the cost of these transport services. We may also charge an establishment fee in accordance with the NDIS pricing framework.
- When necessary, we will contact you to discuss amending this service agreement.
- You will contact us promptly (within 14 days) to let us know about:
  - any changes in your plan (eg new plan, extended plan, cancelled plan)
  - any changes in your circumstances which may impact your service delivery.
  - any changes in how you manage your funding (eg new plan manager, new representatives)
  - any changes in contact details for you or your representatives.
- If less than 7 days' notice is provided by you to cancel a service, Avivo will charge you in full for the support. If our employee travels to your agreed location for the support because the support is cancelled without notice, we will charge you for provider travel for the support.
- You are responsible for ensuring that funding is available for the services delivered to you. You may use a plan manager, support coordinator or other representative to help you to manage this and to understand what funding is available for ongoing and future services. You will notify us if you have less than 4 weeks funding available to pay for planned Avivo services. This will enable us to reduce or cancel future services to fit within your available funding or to give you adequate notice that we will cease services when funding is exhausted. If you accept our services without sufficient NDIS funding being available, you agree that you will be liable to pay for unfunded services delivered. Please contact us as early as possible if you have concerns that your funding will be insufficient.

### **Self-Managed Customers:**

To help you understand your obligations as a Self-Managed customer, please refer to the [How to Pay document](#) that Avivo has created for your information.

### **Plan Managed Customers:**

If you choose to Plan-Manage you have a responsibility to advise Avivo which Plan Manager, you are using. Should you choose to change Plan Managers during a plan period then you must notify Avivo immediately.

### **NDIS Budget:**

The timing, nature, and value of the supports to be delivered to you are defined in your roster and service agreement documents. These should be reviewed and updated when your funding is reviewed, when your supports change, upon request or when otherwise required.