



# Superyou Therapy

## Service Agreement Terms & Conditions

### 1. Roles of Parties

#### 1.1 General Principles

Superyou Therapy will provide a range of services to the Participant as described in Superyou Therapy Service Agreements and/or in Service Agreement Amendments (hereafter known as the Agreement OR Service Agreement OR Service Agreement Amendment) and these Terms and Conditions which, together, form one legal document. Both Superyou Therapy and the Participant agree to:

- Treat each other and their resources and property with respect at all times
- Abide by all known Superyou Therapy policies and procedures
- Adhere to all relevant legislative requirements and standards, including but not limited to the NDIS Disability Service Standards and NDIS Rules
- Review the provision of services outlined in the Agreement at agreed intervals
- Reasonably mitigate any Health and Safety risks at sites for which they are responsible and where services are being delivered, including the Participant's home
- Not place each other at any unreasonable risk by their actions, including the consumption of cigarettes, alcohol or drugs
- Not consume or distribute any illegal substances
- Not undertake any discriminatory, aggressive or hateful actions. The Participant and/or Participant Decision-Maker further agrees to:
  - Pay all relevant fees and/or invoices on time, understanding that failure to do so may result in relevant service/s being suspended or cancelled until the fees/invoices have been paid in full
  - Not directly employ any current Superyou Therapy staff without the prior written approval of Superyou Therapy.

#### 1.2 Participant Decision-Makers

The Participant may nominate Decision-Makers to act on their behalf or a Decision-Maker may be appointed on their behalf. Where a Decision-Maker is listed Superyou Therapy will take any instructions from that Decision-Maker regarding relevant Participant matters as though they were issued by the Participant themselves and undertake any contractual communications with the Decision-Maker as though they were undertaken with the Participant directly. The

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Decision-Maker may make instructions related to any aspect of the Agreement. The Decision-Maker is bound by all terms and conditions as if they were the Participant.

## 2. Description of Services

Superyou Therapy offers a range of services that can be used singly or in a range of combinations to respond to your needs and preferences to achieve your goals, as stated in your National Disability Insurance Scheme (NDIS) Plan.

Superyou Therapy has provided you with details of services, costs, and other relevant information within the Agreement to which these Terms and Conditions form a legal part.

In agreeing to provide the services stipulated under the agreement, Superyou Therapy will undertake the following.

1. Work with you to identify and deliver therapy that meets your therapy goals.
2. Provide the agreed services according to your plan. Refer to the Schedule of Supports within the Agreement.
3. Ensure that provision of supports and services specified in this agreement are consistent with Disability Services Act 1993 (WA) (as amended); the National Disability Insurance Scheme Act 2013 (Cth) (as amended); Occupational Safety and Health Act 1984 (WA) (as amended); National Disability Insurance Scheme, Quality & Safeguards Commission; National Standards for Disability Services (2013) and Australian Consumer Law.
4. Ensure that all Superyou Therapy staff deliver services in accordance with the NDIS Code of Conduct. Superyou Therapy will disclose any actual or perceived conflict of interest -such as financial benefit from a recommended product and will seek the participant's informed consent before proceeding.
5. Ensure supports are delivered in line with the NDIS Practice Standards and NDIS Quality and Safeguards Rules 2018. This includes every Superyou worker providing supports under this Agreement holds a current NDIS Worker Screening Check and completes annual training that meets the NDIS Practice Standards.
6. Ensure that prices of the services charged do not exceed the relevant or applicable NDIS and Department of Communities, Disability Services pricing policies, schedules and guidelines.

Services will be provided along the following lines.

- The priority for therapy services is to support the participant to have the best quality of life by providing high quality therapeutic supports and/or early
- childhood supports and undertaking necessary/annual reviews of procedures, training of house staff, and responding to equipment repairs and other

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- emergencies, as stated in the therapy recommendations document.
- Hours to be used flexibly across all related disciplines to meet participant goals and priorities within the funding allocations reflected in the Schedule of Supports detailed within the Agreement. Services may include:
  - Direct assessment and intervention
  - Development of procedures and therapy programs
  - Resource development
  - Correspondence, including emails and phone calls
  - Documentation and case notes, reports and documentation for AT (equipment) prescription etc.
  - Attendance as required at specialist appointments
  - Training of support staff.
- The Decision-Maker may give instructions related to any aspect of the Agreement. The Decision-Maker is bound by all terms and conditions as if they were the Participant.

## 3. Participant Responsibilities and Rights

### 3.1 Your rights

Whilst accessing services outlined in the Agreement, as a participant of Superyou Therapy you have the following rights.

1. to nominate, in writing, an advocate, guardian or next of kin who will act in your best interests and accept the responsibilities imposed under the Agreement.
2. to be treated with dignity and respect and to have your choices and aspirations supported as far as is reasonably possible.
3. to request services in accordance with your individual plan, including the type and range of activities you wish to participate in, provided the request is also in accordance with all applicable legislation.
4. to direct the development of your individual plan acknowledging that the cost of supports arising from that plan must be able to be met within the funding available for such support.
5. to review annually your individual plan. Additionally, your plan can be reviewed upon request by you or by Superyou Therapy with your consent.
6. to be treated with dignity, to make choices, and to access advocacy and complaint mechanisms.
7. On request, this Agreement will be supplied in Easy Read, large print, Auslan, or another accessible format by contacting the nominated representative or via email to ensure the participant understands their rights and obligations.
8. privacy and confidentiality in keeping with the Privacy Act 1988 (Cth) (as amended) and:

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- Freedom of Information Act 1992 (WA) (as amended);
- Disability Services Act 1993 (WA) (as amended);
- National Disability Insurance Scheme Act 2013 (Cth) (as amended);
- Australian Privacy Principles (2014); and
- Standard 1 of the National Standards for Disability Services (2013).

## 3.2 Your responsibilities

Whilst accessing services outlined in the Agreement as a participant of Superyou Therapy, or where someone is acting on your behalf, you or your representative will comply with the following responsibilities.

1. Inform Superyou Therapy about how you wish the services to be provided.
2. Participate in the process of developing person-centred goals and strategies with your therapists.
3. Provide information to Superyou Therapy about your needs before commencing services.
4. Talk to Superyou Therapy about any concerns you have about the service.
5. Inform Superyou Therapy if you need to put your plan on hold for longer than 6 weeks – for example if you are planning to travel overseas.
6. Provide Superyou Therapy with information regarding any shared care or family court agreements, where relevant.
7. Treat staff and other service users or participants with courtesy, respect and consideration at all times.
8. Keep Superyou Therapy informed of any changes in relation to circumstances such as a change of address or support requirements.
9. Keep Superyou Therapy informed of any changes in relation to plan management type.

## 4. Responsibilities of Superyou Therapy

In agreeing to provide services under the Agreement, Superyou Therapy will undertake the following.

1. Discuss this agreement with you, your representative, family and other important people in your life.
2. Prepare a document with you that outlines the services that Superyou Therapy recommends for you and the hours that are suggested to achieve this. A copy of this document will be provided to you, your representative, guardian or advocate as applicable.
3. Keep you informed about your services regularly and answer your questions as soon as possible.

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4. Tell you about what to do if you have any concerns about, or do not agree with, something we do.
5. Listen to you, your representative and your family's feedback and resolve any matters of concern quickly.
6. Not share your personal information with others without your written or verbal consent, unless required by law or where your safety or the safety of others is at serious risk.
7. Keep accurate and confidential records of the services we provide to you.
8. Tell your Local Area Coordinator or Support Coordinator if you are away for longer than 6 weeks so that they can place a hold on your funding and plan until you return.
9. Tell the Local Area Coordinator, Support Coordinator or NDIS Planner if Superyou Therapy has been unable to provide the services we agreed.
10. Be involved in ongoing liaison with the relevant funding body regarding the
11. development and implementation of the support arrangements that are in place, if required.
12. Advise you or your representative of any relevant sector-wide developments
13. specific to Superyou Therapy that may affect the way support is provided to you.
14. Provide information and support where you need to engage with mainstream health services.
15. Provide you with access to relevant policies and procedures as and when requested.
16. Effectively manage risks in relation to emergencies and disasters.
17. Report any serious incidents in line with NDIS Incident Management Rules. If a reportable incident affects the participant, Superyou Therapy will notify the participant (or their authorised representative) within 24 hours and provide ongoing updates until the matter is resolved.
18. Any use of a restrictive practice will only occur in accordance with the participant's Behaviour Support Plan, be authorised by the relevant state authority, and be reported to the NDIS Commission within the required time-frames.

## 4.1 Managing emergencies and disasters

Our Business Continuity and Emergency and Disaster Management Plan, includes planning to ensure that the risks to participants' safety in an emergency or disaster are considered and our employees are ready to respond appropriately. The Plan includes actions to ensure the continuity of supports related to the services provided to you by Superyou Therapy.

Superyou Therapy does not provide accommodation and/or direct care services to NDIS participants. For this reason, participants, legal guardians, and/or service providers will be responsible for managing their own preparedness for emergency and disasters and continuity of supports related to services received other than from our organisation. Unless otherwise requested, Superyou Therapy will only plan and prepare for continuity of supports as contracted in the service agreement.



If in the occasion that an emergency or disaster occurs during a scheduled service at the participants' residing location, the participant, guardian, and/or service provider will need to communicate in advance to Superyou Therapy the role of our employees in assisting the participant and evacuation protocols.

## 5. Financial Arrangements

Superyou Therapy will claim payment for the provided services directly from the relevant funder wherever possible and will not invoice the Participant directly in such cases. In this event both Superyou Therapy and the Participant shall be bound by all terms of the Agreement as though the service had been invoiced directly to the Participant.

It is understood that the participant has agreed that the provider can claim for the following when appropriate:

- Face-to-face support provision
- Provider travel
- Non-face-to-face support provision
- NDIA Requested Reports
- Telehealth Services.

Where a participant has chosen to Self-Manage all or parts of their NDIS Plan or have elected to pay fee for service for their supports and services provided under the Agreement, after providing those supports and services, Superyou Therapy will produce an invoice for the Participant to pay. The Participant or their nominee will be required to make payment within 21 days from the date of invoice.

Where a Participant's NDIS funding is Plan-Managed, the participant or their nominee agree to provide Superyou Therapy with the details of their chosen plan-manager. After providing the supports and services, Superyou Therapy will produce an invoice and send it directly to the nominated plan-manager for payment. The Plan-Manager will be required to make payment within 21 days from the date of invoice.

The Participant must inform Superyou Therapy whenever any funding streams change, including but not limited to, changes to NDIS plans or transitions into NDIS funding.

Where a Participant's NDIS funding runs out within an instalment period, payment will be made into the next instalment period. Where a Participant's NDIS funding runs out within a budget, services not yet delivered will be charged as a private payment at Superyou's private rate, and a new Service Agreement will be required.

The Participant accepts personal liability for any Superyou Therapy charges accrued under this Agreement that are not recoverable through funding bodies for any reason whatsoever.

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Superyou Therapy may take any debt collection or legal action required to recover unpaid monies. Support will be provided to those with financial difficulties prior to enforcement.

## 6. Indexation

The NDIA publishes a price guide for supports and services that service providers are allowed to charge for NDIS supports. The NDIS Price guide is updated regularly, taking into account adjustments for indexation and other costs.

The NDIA will automatically adjust relevant participant plan budgets on the NDIA Portal to match the new price arrangements.

Superyou Therapy will automatically apply indexation rates for all applicable services that are listed in the Schedule of Supports as they occur and in right to apply the maximum rate for applicable services at the time NDIA advise of any rate changes and in accordance with the NDIS Price Guide.

## 7. Variations, Extensions and Reviews

The Participant may vary the contracted services as defined in the Agreement through discussion with the Superyou Therapy Contact Person. Superyou Therapy will not deny any reasonable request to vary the contracted services unless it adversely affects any aspect of the Individual Plan or the relevant Superyou Therapy department as a whole, so long as such variations are a normal part of the Superyou Therapy service offerings.

A revised Agreement will be issued to the Participant when any such mutually agreed variations are made.

In the event that your plan review with National Disability Insurance Scheme (NDIS) is not completed prior to the plan end date, an automatic extension will be applied to your funding by the National Disability Insurance Agency. Superyou Therapy will continue to provide services in accordance with the Agreement and these Terms and Conditions until a new NDIS plan is approved, unless otherwise notified by you in writing.

Once a review has been undertaken and a new NDIS plan has been approved a new Services Agreement needs to be developed.

## 8. Cancellation & Refunds

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Superyou Therapy may from time to time cancel a service due to unforeseen circumstances. On such occasions the Participant will not be charged, and every effort will be made to schedule a new appointment at a time suitable to the Participant. However, the Participant recognises that this may not always be possible.

1. Where you provide us with a Short Notice Cancellation (as defined below) for non-group based supports, Superyou Therapy will be able to claim 100% of the agreed fee associated with the subject support on the following basis.
  - a. Should you not show up for a scheduled support within a reasonable time, or are not present at the agreed place and within a reasonable time of the scheduled support; or
  - b. Should you have given less than two (2) clear business days' notice for a support that meets both of the following conditions:
    - i. the support is less than 8 hours continuous duration; AND
    - ii. the agreed total price for the support is less than \$1,000.
  - c. Should you have given less than five (5) clear business days' notice for any other support.
2. Where you provide us with a Short Notice Cancellation (as defined below) for group based supports, Superyou Therapy will be able to claim 100% of the agreed fee associated with the subject support on the following basis:
  - a. Should you not show up for a scheduled support within a reasonable time, or are not present at the agreed place and within a reasonable time of the scheduled support; or
  - b. Should you have given less than seven (7) days' notice for a support that meets both of the following conditions:
    - i. the support is less than 8 hours continuous duration; AND
    - ii. the agreed total price for the support is less than \$1,000.
  - c. Should you have given less than five (5) clear business days' notice for any other support.
3. Refund requests for services that have been provided will be assessed on a case-by-case basis.

## 9. Confidentiality & Privacy

### 9.1 Confidentiality

No Confidential Information may be disclosed by either Party to any person except:

- where the information is required for the purposes of executing the Agreement; or
- with the consent of the Party who supplied the information which consent may be given or withheld in its absolute discretion; or

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- if either Party is required to do so by law; or
- if Superyou Therapy believes the Participant or others to be at risk of abuse or neglect; or
- if either Party is required to do so in connection with legal proceedings relating to the Agreement.

## 9.2 Privacy

Superyou Therapy agrees with respect to any personal information held or collected in connection with the Agreement:

- to comply with the National Privacy Principles in the Privacy Act 1988 (Cth) and any other applicable law regarding privacy.
- to comply with the Privacy Act 1988 (Cth) and only collect, store or share information with consent as required by law.
- to use that information only for the purposes of the Agreement and the delivery of the services defined in the Agreement.

## 10. Quality Assurance and Evaluations

To monitor the quality of our services, you or your nominated representative or guardian and Superyou Therapy may be requested to participate in a quality assurance process at any time during the term of the Agreement. Superyou Therapy or the relevant funding body such as the Department of Communities, Disability Services or the NDIA will provide you with advance notice of any such evaluation and invite your participation.

## 11. Reviews and Audits

Recognising that Superyou Therapy has a legal obligation to participate in government-initiated reviews and audits you, your nominated representative, your family or guardian agree to co-operate to the extent reasonably necessary for such reviews and audits to take place, subject to discussion of the relevance of such reviews and audits to your particular situation or service arrangement.

## 12. Feedback and Complaints

Superyou Therapy supports your right to provide feedback to our staff and management, to raise suggestions, resolve grievances and commend good performance. We encourage you,

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your representative, family or guardian to speak up when they are not satisfied with our service. If you have a complaint, Superyou Therapy's Service User Feedback and Complaints Policy will be followed.

Possible external contacts may include the following.

- The NDIS Quality & Safeguards Commission
- The NDIA
- Department of Communities, Disability Services, Consumer Liaison Officer
- Citizen Advocacy Perth West
- People With Disabilities WA (Inc.)
- Health and Disability Services Complaints Office (HaDSCO)
- Ombudsman Western Australia.

If you do not have any success getting your problem fixed, you or your representative may choose to make a complaint to the National Disability Insurance Agency, Quality and Safeguards Commission:

Telephone Within Australia: 1800 035 544

Postal address: NDIS Commission PO Box 210 Penrith NSW 2750

Website: <https://www.ndiscommission.gov.au>

## 13. Dispute Resolution

### 13.1 Negotiation

Any Party ("Initiating Party") claiming that a Dispute has arisen must give the other Party ("Recipient Party") a notice setting out brief details of the Dispute ("Dispute Notice"). Within five business days of receiving a Dispute Notice, the Recipient Party must give the Initiating Party a response. If the Parties are unable to agree to a resolution to the Dispute within a reasonable period, the Initiating Party will be entitled to proceed to mediation.

### 13.2 Mediation

If the Dispute is not resolved in accordance with clause 13.1 above, the Parties must refer the Dispute to an independent mediator accredited under the National Mediation Accreditation System and appointed through the Citizens Advice Bureau of Western Australia. Each Party shall be responsible for their own costs for any mediation process.

### 13.3 Location of Mediation

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Any mediation is to be conducted in Perth, Western Australia

## 14. Liability

To the maximum extent permitted by law, under no circumstances will Superyou Therapy be held liable for any direct, indirect, punitive, incidental, special, consequential or any other damages whatsoever including, but not limited to, damages arising out of or in any way connected with the provision of or failure to provide services, or for any information or advice obtained from Superyou Therapy staff, whether based in tort, contract, negligence, strict liability or otherwise, even if Superyou Therapy or any of its agents and/or suppliers have been made aware of the possibility of damages.

## 15. Property

Each Party is responsible for insuring their own property against loss or damage and neither Party will hold the other Party liable for any such loss or damage except where such loss or damage is caused by a malicious and deliberate act.

## 16. Termination

1. If you or Superyou Therapy wishes to end the Agreement, both parties agree to give four (4) weeks' notice in writing to the other party.
2. You or Superyou Therapy may wish to end or change the Agreement with the aim of addressing risks of harm to you, Superyou employees or other participants. Under these circumstances, we will support you and/or work with your Support Coordinator to identify an alternative suitable service arrangement that may be available within Superyou Therapy or externally through an alternative provider.
3. If either party seriously breaches the Agreement, the requirement of notice may be waived in such exceptional circumstances.

## 17. Safeguarding

Where Superyou Therapy has reason to believe that the Participant may be a victim of Abuse or Neglect it will undertake all necessary actions, in line with policy, practice and law, to ensure the matter is investigated and resolved in the most expedient and appropriate manner.



Superyou Therapy reserves the right to use all available information and resources in support of any investigations or legal actions in order to prevent any Abuse or Neglect of the Participant.

## 18. Travel and Transportation

Sometimes, travel is necessary by the therapist to provide your service at your preferred venue. Superyou Therapy will claim and/or invoice for payment of necessary travel by the therapist to provide your service at your preferred venue, in accordance with arrangements as outlined in the Schedule of Supports and as per the NDIS price guide.

Travel is charged at current NDIS approved prices for therapy and subject to change following NDIS reviews. In line with the NDIS price guidelines, Superyou Therapy will charge for travel as follows.

1. Travel to participant: Maximum of 30 minutes of time at the hourly rate for the relevant support item in MMM1-3 geographical areas and a maximum of 60 minutes of time in MMM4-5 geographical areas.
2. Travel from participant: Maximum of 30 minutes for time spent travelling from their last participant to their usual place of work at the hourly rate for the relevant support item in MMM1-3 geographical areas and a maximum of 60 minutes of time in MMM4-5 geographical areas.
3. If a worker provides services to more than one participant at a site, travel costs may be split between the participants.

If Superyou Therapy incurs costs, in addition to the cost of a worker's time, when travelling to deliver Face-to-Face supports to a participant (such as road tolls, parking fees and the running costs of the vehicle), you will also be charged for this. Non-labour costs will be charged at current NDIS approved prices and subject to change following NDIS reviews.

MMM is defined as the Modified Monash Model (MMM) and is a classification system used to define the geographical location of a service area in Australia, based on population size and remoteness. The MMM is used by the NDIS to determine eligibility for additional travel supports and to apply different travel charge rates depending on whether services are delivered in metropolitan, regional, rural, or remote areas.

## 19. Governing Law

The Agreement and Terms are governed by the laws of Western Australia.

### 19.1 Entire Agreement

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The Agreement and these Terms and Conditions constitute the entire agreement of the Parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter. Changes to the Agreement and Terms and Conditions can be made at any time by providing ten (10) working days' notice to the Participant.

## 19.2 GST

Unless otherwise indicated, all consideration provided for a supply under the Agreement is exclusive of any GST imposed on the supply. Where GST is imposed on a supply under the Agreement, the recipient of the supply on receipt of a tax invoice must pay to the supplier an additional amount equal to the GST imposed on the supply.

## 19.3 Severability

The unenforceability or invalidity of any clause in the Agreement or Terms and Conditions shall not affect the enforceability or validity of any other clause.

## 19.4 Survivability

The following shall survive termination of the Agreement and Terms and Conditions (for whatever reason):

- all outstanding invoices and debts between the Parties;
- clause 9 ("Confidentiality & Privacy").

## Definitions

**Abuse:** the violation of an individual's human or civil rights, through the act or actions of another person or persons. This includes self-harming by the Participant on themselves.

**Authorised Person:** a legal guardian or has been defined as a Participant Decision-Maker.

**Participant:** the person(s) named in the Service Agreement to whom Superyou Therapy is providing the service(s) defined in the Agreement.

**Confidential Information:** any information concerning a party that is not publicly available or otherwise obtainable by a third party.

**Funding Plan Participant:** a legal agreement between a government agency and the participant committing government funds for the purpose of obtaining third-party products services for the Participant.



Individual Plan: the document that is agreed between Participant and Superyou Therapy and defines the outcomes desired by the Participant from the services provided by Superyou Therapy.

NDIA: the National Disability Insurance Agency.

Neglect: the harm caused as a result of the failure of those responsible for the care of children or vulnerable adults, including but not limited to the provision of support, food, shelter, clothing or hygienic living conditions.

Superyou Therapy Property: Any fixed, portable or electronic assets owned by Superyou Therapy, including but not limited to, buildings, vehicles and equipment.

Contact Person: the Superyou Therapy staff member who is nominated to act as the primary liaison between Superyou Therapy and the Participant on all service-related matters.

Terms: the whole of the content of the Agreement and these Terms & Conditions

## 20. Amendments to Terms

The Participant acknowledges and agrees that Superyou Therapy acting reasonably and to the extent reasonably necessary to protect Superyou Therapy's legitimate business interests may vary the Terms from time to time in accordance with the Minimum Notice Periods provided in the table below. Upon any change in the Terms Superyou Therapy will notify the Participant which may be undertaken by way of email or letter. If the Participant does not agree to the changes in the Terms the Participant may choose to terminate this Agreement by giving written notice to Superyou Therapy as soon as reasonable, but in any event no later than twenty (20) working days from the date the changes come into effect. In this event the Participant shall not be charged any termination fees. However any outstanding contractual obligations shall remain in force, including liability for all outstanding invoices and debts.

Type of Change	Minimum Notice Period
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To comply with changes in NDIS policy, practices or associated legislation, regulations and rules	10 working days or shorter as required by law if the change is not adverse to the Participant
Changes to pricing of existing services	20 working days or shorter if the change is not adverse to the Participant
Introduction of any new charges	20 working days or shorter if the change is not adverse to the Participant
Permanent changes to agreed services outlined in the Service Agreement due to a material change in Participant circumstances	20 working days or shorter if the change is not adverse to the Participant
Permanent changes to agreed services outlined in the Service Agreement as a result of such services no longer being offered by Superyou Therapy	40 working days or shorter if the change is not adverse to the Participant
Changes of an administrative nature or which we make in order to fix an error, inconsistency or omission	20 working days or shorter as required by law if the change is not adverse to the Participant
Any other change which we reasonably consider will not be adverse to you	No later than the date the change takes effect

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