

# NDIS Terms of Service

## Welcome to the EverAbility Family

Thank you for choosing EverAbility Group Ltd to be one of your service providers.

EverAbility Group Ltd is the parent company of a family of brands which include Guide Dogs WA, Guide Dogs Tasmania, VisAbility, and Kites Children's Therapy.

For ease of understanding, throughout this document we will refer to:

- a Participant or alternative decision maker (e.g. a child representative) (if appointed) as **“you”**, **“your”**
- the EverAbility Group Limited (ACN 604 293 209) as **“EverAbility”**, **“we”**, and **“us”**

## What's in this document?

Our Terms of Service outline how we provide services. It includes our rights and responsibilities as a service provider, and your rights and responsibilities as a client.

These Terms of Service form part of your Service Agreement with EverAbility. Failure to meet your responsibilities as listed in the Terms of Service may result in withdrawal of services.

Please note: Our Terms of Service are subject to change. We will provide four weeks' written notice before any changes take effect. You have the right to terminate your Service Agreement if you do not wish to continue with our services under the amended Terms of Service. If you have any questions, please contact us on (08) 9311 8202 (WA) or (03) 6232 1222 (TAS).

An overview of what is included in this document is provided below:

- [Rights and Responsibilities](#)
- [How we provide services](#)
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## Rights and Responsibilities

### EverAbility will:

- Treat you as an individual, as the expert in you or your family's personal situation.
- Complete regular reviews during your planned services to monitor services delivered and funds remaining.
- Protect your privacy and confidential information we hold subject to our Privacy Policy.
- Provide you with value for money and attempt to minimise costs.
- Provide supports in a manner consistent with all relevant laws, including the [National Disability Insurance Scheme Act 2013](#):  
<https://www.legislation.gov.au/Details/C2020C00392>

### We ask you to:

- Consent to EverAbility to provide the agreed services.
- Consent to EverAbility to liaise with other providers involved in managing your NDIS plan including Local Area/Support Coordinator or Plan Manager.
- Let EverAbility know within 14 days of any changes to your NDIS plan.
- If your funds are NDIA managed, allow EverAbility to create and amend Service Bookings on the myPlace Portal on your behalf prior to accessing supports, including low risk low cost assistive technology items from your consumables funding.

- Acknowledge that additional expenses (i.e. anything not included as part of your NDIS plan such as entry fees) are your responsibility and are not included in the cost of the supports.

## **Together:**

- Communicate openly and honestly in a timely manner.
- Let each other know if an appointment needs to be changed or cancelled.
- Treat each other with courtesy and respect.
- Collaborate to determine how services will be provided to best meet your needs.

## How we provide services

EverAbility can provide services in a variety of ways. This includes working with you in person (face to face) or online.

In person services may include 1-1 face to face services in a variety of settings that both parties are comfortable with. This includes but is not limited to schools, workplaces, at EverAbility premises, homes or in the community. While working in the community there are potential risks to people and property that can be unforeseen. To the extent permitted by law, EverAbility does not take any responsibility for any loss or liability suffered by you as a result of us providing our services.

Online services include phone, video-conferencing, and email. While EverAbility is obligated to meet standards to protect your privacy and security, telecommunication including video-conference, may increase exposure to hacking and other online risks; as with all online activities, there is no guarantee of complete privacy and security protection. EverAbility has implemented measures to enhance client privacy in video appointments, such as the use of only certain online platforms, passwords and waiting room feature when using Microsoft Teams (EverAbility's preferred software option).

EverAbility maintains confidentiality and privacy standards during online sessions, and in creating, keeping and transmitting records. At times, audio and video recordings of sessions may be taken to support your team's work. EverAbility will inform you before a recording takes place and will provide you with the reason for doing so. You can refuse to be recorded for any reason and may give, or withdraw, your consent at any time during the session.

Additionally, photographs and/or videos may be taken in person, either for therapeutic or marketing and publicity reasons at events. EverAbility will inform you before a recording takes place and will provide you with the reason for doing so. You can refuse to be recorded for any reason and may give, or withdraw, your consent at any time during the session.

As an organisation that supports learning and continuous improvement, EverAbility has partnered with local universities to provide a dedicated Allied Health Student Program. Along with dedicated training, this program provides Allied Health students with an opportunity to provide services under the supervision of our experienced Allied Health Professionals. If you are not comfortable with receiving services from students, or have feedback about your experience with a student, please let your primary therapist know.

## Tell us what you think

EverAbility welcomes all feedback including compliments, complaints, concerns or suggestions. You can provide feedback at any time in a way that feels most comfortable to you. This includes via telephone, a recorded message, print, Braille, audio, email, an online form, directly through the people you work with or via their manager.

You can also provide feedback anonymously or via an alias, however if you choose to do so, EverAbility may not be able to respond to you or keep you informed with the progress of your feedback.

**State Phone Numbers:** (08) 9311 8202 (WA)

(03) 6232 1222 (TAS)

**Online Form:** <https://www.everabilitygroup.org.au/feedback-complaints/>

**Email Address:** [CETEnquiries@visability.com.au](mailto:CETEnquiries@visability.com.au)

**Postal Address:** Feedback, PO Box 101, Victoria Park WA 6979

You may view [EverAbility's feedback procedures on the EverAbility website: https://www.everabilitygroup.org.au/feedback-complaints.](https://www.everabilitygroup.org.au/feedback-complaints/)

These procedures can also be made available to you in your preferred format on request, for example print, Braille, audio, etc.

If you wish to take the matter to an external party, or you are unhappy with EverAbility's response, you can contact the NDIS Quality and Safeguards Commission by:

- calling 1800 035 544 (free call from landlines) or TTY 133 677,
- visiting a NDIS Commission office in your local area, or
- visiting the [NDIS Commission website: https://www.ndiscommission.gov.au/](https://www.ndiscommission.gov.au/) for more information.

## Changes to your Service Agreement

We understand that your needs or priorities may change over time. If you wish to add or make changes to your Service Agreement, please speak to the **Client Experience Team (CET)**. This may include items such as your supports or funding.

The CET will arrange for an updated document to be provided for your approval. Once you have confirmed you agree with the changes, we will make the adjustments to your supports and funding.

Please contact EverAbility to notify us of any changes to your NDIS plan such as an early review, automatic extension, or rollover. You must inform EverAbility of these changes within 14 days of notice of the change.

Requests to end the Service Agreement by either party must be made in writing with 14 days' notice to the other party. Any services provided during this notice period will be charged.

## Prices

EverAbility's prices are aligned with the [NDIS Pricing Arrangements and Price Limits: https://www.ndis.gov.au/providers/pricing-arrangements](https://www.ndis.gov.au/providers/pricing-arrangements). You can view our current pricing and hourly rates on our website. You can also request a copy in your preferred format from your therapy team.

Prices provide are GST inclusive (where GST is applicable).

**Prices are subject to change.** The price of services and supports outlined in your Service Agreement are subject to review and will be adjusted as required by EverAbility or in response to price changes by the NDIS. EverAbility will notify you as soon as practicable of any change to the price of a service provided under this agreement. You have a right to terminate this agreement if you do not wish to continue with our services at the increased price. If you do not terminate this agreement and continue to use our services after the price increase date, you are deemed to have agreed to the increased price and will pay that price for the relevant services.

A new Service Agreement will not be required in the event of a price change. Revised support item prices will be applied and the number of units for each support item will be adjusted accordingly.

## Payments

If the National Disability Insurance Agency (NDIA) manages your funding, EverAbility will claim payment directly from the NDIA **within 30 days** of the date of delivery of the service.

If you self-manage your NDIS plan or have a plan manager, EverAbility will invoice you or your registered plan management provider directly within 30 days of the date of the delivery of the service. **Payment is expected within 14 days** upon receipt of invoice. Invoices can be paid by direct deposit or credit card.

EverAbility will only claim for a support once delivered. EverAbility will submit final claims and invoices no later than 60 days from the end of a Service Agreement.

## Purchasing items

There may be times when you are receiving services from EverAbility, that a clinician may make suggestions about items that might be suitable for you or your family. If you are considering purchasing these items, please ensure that you have received a written recommendation from EverAbility. This will ensure that a trained clinician has had the opportunity to make a clinical assessment, and determine if the item is fit for purpose and has the correct features.

To the extent permitted by law, EverAbility does not take responsibility for items that are purchased without a formal recommendation from a trained clinician, that are later found to be unsuitable. Although we will not provide a refund or a replacement, we are happy to work with you to identify something that may better suit your needs.

## Assistance Dogs

Where an assistance dog is funded under the NDIS schedule, EverAbility is responsible for providing a fully trained and qualified dog, matched to your individual needs.

Ongoing support, as outlined in your formal Guide and Assistance Dog Handler Agreement, to industry standards, will be provided throughout the working life of the dog. Notification to EverAbility group is required within 24 hours of any concerning behaviours or health concerns with the working dog.

## Schedule of Supports

The Schedule of Supports is provided with your Service Agreement. Its purpose is to reflect the details of agreed services, supports to be provided, and the costs associated.

The NDIA recognises the necessity for providers to undertake indirect activities that are essential to delivering quality and safe services and supporting participants in achieving their goals. The breakdown outlined in the Schedule of Supports reflects funding inclusive of:

- Face-to-face services
- Non face-to-face supports
- Telehealth Services
- Reports
- Travel
- Late notice cancellation fees (includes missed appointments without cancellation notice)

Activities that can be charged to your NDIS funding include but are not limited to the examples identified in the Service Charges table outlined in these Terms of Services.



# Service Charges

## EverAbility will charge for:

All tasks related to your goals, services, progress and outcomes. Examples include:

1. Face-to-face services. For joint sessions, each workers' time will be charged (excludes training of workers)
2. Telehealth-based sessions
3. Progress notes after sessions (15 minutes per every hour of face to face service delivery)
4. Correspondence with you via phone, video, email, or text message this includes communication with external organisations and supports including family, medical services, schools, employers, Support coordination, LAC/NDIA, external therapy providers
5. Report writing for assessments, applications, NDIA required reports or other reports agreed by both parties. May include mandatory reports relating to EverAbility's duty of care requirements
6. Development of Individual/Family Services Plan and Service Plan Summary report
7. Session preparation and research linked your goals and needs
8. Resource development, equipment trial, support, programming and set up
9. Travel – See [Travel](#)
10. Short notice cancellations – See [Cancellations](#)
11. Internal meetings with multi-disciplinary allied health team
12. Services independently provided by students

## EverAbility will not charge for:

Tasks related to administrative management of your NDIS Plan including:

1. Scheduling/rescheduling appointments
2. Creating or amending your Service Agreement
3. Creating Service Bookings on NDIS myPlace portal when required
4. Completing set up of client profile and NDIS plan on client management system
5. Time spent processing NDIS claims and invoicing

## Travel

EverAbility provides services in the locations where you want to receive it. This can include your home, school, workplace, and in community settings.

We charge for travel at the same hourly rate as the service being provided. The maximum amount of travel that can be claimed per session is based on the geographical area where the support is delivered.

- For Metropolitan areas, EverAbility will claim up to 60 minutes of travel per session. This reflects up to 30 minutes for travel to the appointment each way.
- For Regional areas, EverAbility will claim up to 120 minutes of travel per session. This reflects up to 60 minutes for travel to the appointment each way.
- For remote/very remote areas, EverAbility will make an arrangement with you for required travel costs, which will be stated in your Schedule of Supports.

The classifications above are based on the **NDIS Pricing Arrangements and Price Limits**, which uses the Modified Monash Model to classify geographical areas as metropolitan, regional, or remote/very remote to determine maximum travel times.

To see how your location is classified, please use the [Health Workforce Locator tool on the Department of Health's website: https://www.health.gov.au/resources/apps-and-tools/health-workforce-locator/health-workforce-locator#hwc-map](https://www.health.gov.au/resources/apps-and-tools/health-workforce-locator/health-workforce-locator#hwc-map)

A worker's departure location will vary based on their scheduled appointments for the day.

EverAbility will attempt to minimise travel costs wherever possible by making every effort to visit multiple participants in your area to reduce travel time required. Maximum travel time will be included in your Schedule of Supports. You will not be charged more than the maximum travel time indicated in these Terms of Service.

In addition to the cost of a worker's time, EverAbility may also claim reasonable non-labour costs when travelling to deliver face-to-face supports to a participant (such as road tolls, parking fees and the running costs of the vehicle). If these charges apply to you, they will be outlined in your Schedule of Supports.

## Cancellations

If you need to change or cancel an appointment, we ask that you provide 2 clear business days' notice, and let us know within regular business hours, 08:30am to 5:00pm.

For example, if your appointment is on a Monday, you need to let us know by 5pm on Wednesday in the week before. This provides two clear business days, i.e. Thursday and Friday, of notice.

Holiday Camps and overnight services require 5 clear business days' notice for cancellation.

To cancel or change an appointment, please contact EverAbility during business hours:

- Tasmania: 1800 371 104
- Western Australia: 1800 847 466

If you miss an appointment, cancel, or reschedule within two business days, we may charge you the full cost of your appointment including travel time if we deem it appropriate to do so. EverAbility will use reasonable efforts to fill a cancelled or rescheduled appointment however due to the nature of the services provided this is not always possible.

If you cancel often we will discuss your services and goals, and what help you might need to attend appointments. If we can't find a solution then we may decide to stop services until you are able to attend your appointments.

If you realise, within 2 business days of your appointment, that you need to cancel your face to face appointment due to an unexpected reason including:

- sickness,
- illness,
- quarantine, or
- lockdown,

Please contact us to discuss alternatives to a face to face appointment.

For example, instead of providing the service face to face we could provide the appointment via telehealth or prepare resources to be delivered to your location.

If you are unable or unwilling to consider a reasonable alternative, then we may charge you the full cost of your appointment, including travel time if we deem it appropriate to do so.

# Emergency Situations

## Emergency Services

An ambulance will be called in the following circumstances:

1. If a person is unwell and requires urgent medical attention;
2. If a person has had an accident and/or sustained an injury and requires urgent medical attention; or
3. If a person has had a fall and requires assistance to get up.

The person's carer or nominated next of kin (if known) will be contacted immediately and informed.

All clients will agree, within their Service Agreement, for an ambulance to be called if necessary.

Where fees are charged (for WA clients only) it is expected that the individual concerned will bear the cost of the ambulance service.

## COVID-19 Response

As a NDIS provider, EverAbility are required to provide continuity of services to our clients. During the COVID-19 pandemic, we may need to adjust the way we provide your supports in response to public health orders or where the risk to you or our workers is deemed high.

In the event that we are not able to provide services on site at our premises, for example at our gym or in the community activity centre, then we will talk with you about providing your supports in alternative ways. For example, providing services via telehealth or face to face in the community (home, work, school, etc.)

In the event that we are not able to provide services face to face in any setting, we will talk to you about providing your supports via telehealth.

## Parental Responsibility (Applicable to child, youth and adolescents)

It is your responsibility to ensure that true and correct information as to guardianship of your child is clearly communicated to EverAbility including during onboarding. From time to time EverAbility may request additional documentation about your parental responsibilities for the child. You agree to provide such information as reasonably requested by EverAbility in a timely manner and acknowledge that any delay or refusal to provide the requested documentation may result in EverAbility temporarily stopping the services, and/or communicating and sharing information with you.

As a NDIS provider, EverAbility provides services to children in a variety of living arrangements. Where there are two or more people in the child's life who have parental responsibility (as defined by the NDIS) the following is expected:

- Individuals will talk to each other before doing things or making decisions on behalf of a child, where it related to the child's NDIS services – EverAbility will not act as a liaison between parents/guardians;
- If individuals cannot work together, then it is expected that they work with an advocate, support coordinator or other support person to determine how to act in the child's best interest. Alternatively, they can apply to the NDIS so a decision can be made on who should be the child's representative for the administration of the child's NDIS services;
- Unless there is an order made (Family Law Act or Family Court Act) or parental responsibility is removed, EverAbility will assume that any individual who meets the parental conditions (as defined in the NDIS Act and restated below), are able to act as the child's representative and EverAbility may rely on this assumption;
- EverAbility will temporarily stop providing services, corresponding and sharing information with a person/s who has parental responsibility as required by law or if we become aware of a situation that warrants such action, including but not limited to family violence, risk of family violence, or any situation where the child may be at risk until a parenting/court order is received to instruct us on how information should be shared. For clarity, if we in our absolute discretion determine it is necessary to temporarily stop providing the services we may do so immediately, however such an action will be communicated to the relevant parent/guardian.
- We may also temporarily stop providing the services, corresponding and sharing information if a court order is issued, or amended, while we review the details of the court order or while we are waiting on a copy of a court order. For clarity, if we in our absolute discretion determine it is necessary to temporarily

stop providing the services we may do so immediately, however such an action will be communicated to the relevant parent/guardian.

- We may also in our absolute discretion, temporarily or permanently stop providing services, corresponding and sharing information with one or all parents or guardians of a child, if we determine that it is not clear who has parental responsibility or who is the child's representative, until such time (if at all) we are satisfied as to who has parental responsible or is the child's representative.
- Prior to commencing any services all individuals with parental rights must sign the "Parents and Carers Code of Conduct" agreement. Notwithstanding this statement, we may in our absolute discretion commence providing the services, which are provided subject to the terms of the "Parents and Carers Code of Conduct" agreement if you have agreed for us to provide the services and you have provided all information necessary for the services to commence, having had reasonable time to read and return a signed copy of that document.

The conditions set by NDIS to determine if someone has parental responsibility are:

- They are the child's parent, and a court/tribunal order has not removed this responsibility from them; and/or
- They are identified in a parenting order as a person who:
  - the child lives with; or
  - the child spends time with; or
  - is responsible for the child's day-to-day and long term care, welfare, and helping the child's development in life.

If you have concerns related to someone acting on behalf of the child, or receiving correspondence related to the child, you should contact us immediately. If you think the child is at immediate risk of harm, or have any concerns related to the child's safety, call the police straight away.

You acknowledge that EverAbility, to the extent required by law, must communicate openly with any person who has parental rights for a child, which may include providing a child's case notes to a court or providing the communication of one parent to the other if a request for a child's case notes is requested.

Further, you acknowledge and agree that EverAbility has the right in its absolute discretion to redact or omit information when communicating with you (in any form) if such redaction or omission is in the best interest and/or for the safety of the child or another party or as required or permitted by law.

To the extent permitted by law, EverAbility is released and held harmless from any and all claims for loss or damage (of any nature whatsoever) that a person may suffer

directly or indirectly from any act or omission of EverAbility (by any of its employees, agents, contractors, or officeholders) as a result of either or both of:

- EverAbility acting in accordance with the information provided by an individual responsible for a child; and
- EverAbility stopping, whether temporarily or not, to provide a service, in accordance with these terms.