

# My Place Terms & Conditions

2024/2025

## 1. Purpose

This document is the standard terms and conditions for My Place WA Ltd. My Place works with You and your allies to live in your own home, and to receive supports that meet your individual needs and preferences from people you choose and trust. The document sets out what we can expect from each other.

## 2. Together with My Place

The provision of services will be between You and My Place for the Term as extended or renewed by mutual agreement or following an automatic extension to your Funding Plan by the NDIA, if applicable.

A service agreement is to be entered into with You which may be in the standard My Place format or in the format provided by the Office of the Public Advocate, if applicable.

## 3. Your Supports

### 3.1. Schedule of Supports

My Place agrees to provide the supports as identified in your Funding Plan and as detailed in your Schedule of Supports (see your Service Agreement or Service Deed, as applicable. Refer to clauses 4 and 5 of this document for how your Funding can be applied.

### 3.2. Other expenses

Additional expenses which are not included in your Schedule of Supports are your responsibility. For example, this includes general living expenses such as venue entrance fees, rent, food and drinks.

### 3.3. What are the costs of the supports

The supports and their prices are set out in your Schedule of Supports. All prices are GST inclusive (if applicable) and include the cost of providing the supports. My Place claims payment from the Funding Body for the services as agreed in your Schedule of Supports.

In accordance with the NDIS Price Guide (if applicable) and if identified in your Funding Plan and Schedule of Supports, My Place may claim flexibly and on an averaged basis to reflect the combination of on-call and direct support, in conjunction with your identified goals. The basis of claiming may be hourly, daily, weekly or monthly.

## 4. MyPlace's fees

My Place's fees are in accordance with the NDIS pricing guidelines. Refer to your service agreement or the service deed, if applicable, for more detail regarding My Place's fees.

The fees and charges are subject to indexation and may be reviewed and increased from time to time.

My Place's service prices guide for 2024/2025 is available on the My Place website: [www.myplace.org.au](http://www.myplace.org.au)

## 5. Funding management, GST and PACE

### 5.1. How My Place is paid

You acknowledge and agree that My Place:

- a. manages your funding on an annual basis;
- b. will manage a multi-year Funding Plan on an annual basis, which means the Funding Plan is closed out at the end of each year of that plan; and
- c. charges You a management fee, which is a percentage amount of your funding claimed.

For the provider managed or shared co-ordination approaches, the Co-ordination fee is recovered as a fixed fee per annum.

### 5.2. GST

For the purposes of GST legislation, You and My Place confirm that:

- a. a supply of supports under this document is a supply of one or more of the reasonable and necessary supports specified in the statement included, under subsection 33(2) of the NDIS Act, in your Funding Plan currently in effect under section 37 of the NDIS Act; and
- b. your Funding Plan is expected to remain in effect during the period the supports are provided.

### 5.3. PACE endorsement

You or your delegate acknowledge and agree to endorse My Place as 'my provider' in the NDIS online portal, which is called PACE. If My Place is not endorsed on PACE, then My Place may end its services in accordance with clause 7.3.

## 6. My Place's support for you

### 6.1. Service and support

You have elected and My Place has agreed to manage your funding and provide the supports in accordance with your Schedule of Supports.

### 6.2. How My Place supports You

In supporting You and subject to your My Place service approach, My Place may:

- a. provide, arrange, manage or deliver the supports in your Schedule of Supports;
- b. contact other providers, Personal Assistants and other services for the administration of your Schedule of Supports;
- c. create, amend or cancel Service Bookings;
- d. manage payments and payroll;
- e. raise invoices and make claims;
- f. deliver training and clinical guidance to your Personal Assistants and homesharers, which may include sharing your personal medical information;
- g. following its obligations to a Funding Body or at law, be required to participate, produce, deliver or provide information or services for You or relating to You;
- h. be required to enter into a memorandum of understanding with a third party for the purpose of supporting You; and
- i. provide recommendations and guidance as may be reasonably necessary on how to manage or collaborate with your supports, your services, your employees and allies.

### 6.3. Co-ordinator availability

Your Co-ordinator is usually available from Monday to Friday between 8am to 6pm. Your Co-ordinator has a fortnightly scheduled allocated day off. Your Co-ordinator will work with You to develop an individualised plan for needs which may arise out-of-hours. If You have urgent needs that arise outside of the Co-ordinator's usual hours, then My Place will respond to You in the most appropriate way given the need raised and your plan.

### 6.4. Provision of Consumer Portal

If required, My Place will provide You with access to the Consumer Portal for the purposes of administering My Place's services to You. You agree to use the Consumer Portal strictly for the purposes of your services.

## 7. Our responsibilities

### 7.1. What we can expect from each other

This table sets out what we can expect from each other and what are joint responsibilities.

Responsibilities	You are responsible for this	You and My Place are jointly responsible for this
Treat each other with courtesy and respect.		✓
Inform My Place how, when and where supports are to be delivered.	✓	
Promptly advising My Place about any notable changes to your health or medical needs that are relevant to your support requirements.	✓	
Provide supports as agreed and detailed in your Funding Plan and as outlined in your Schedule of Supports.		✓
Review the supports regularly to make sure everything is progressing well.		✓
Receive, monitor and provide information regarding allocation, usage and balance of supports and funding on request.		✓
Provide supports in a manner consistent with all relevant laws, including the NDIS Act and the Australian Consumer Law, together with keeping accurate records on the supports provided to You.		✓
Give at least 48 hours' notice if there is a change to a scheduled support. See also clause 7.2.	✓	
Give six (6) weeks' notice or a period mutually agreed if You or My Place want to end this Service Agreement.		✓
Advise My Place immediately if your Funding Plan is suspended or replaced by a new plan or You are no longer in receipt of funding.	✓	
Listen to feedback and resolve issues quickly.		✓
Make all Service Bookings and manage all payments, as well as raise invoices and make regular claims with the Funding Body.		✓
Advise My Place immediately if a Serious Incident occurs while in receipt of services	✓	

### 7.2. Cancellations

If You cancel a scheduled support with a disability support worker with less than seven clear days' notice, a scheduled support with a non-disability support worker within less than two clear days' notice or You do not show up for a scheduled support within a reasonable time, then You will miss out on the supports for the

relevant period. My Place remains entitled to claim for the scheduled support and if applicable, will do so in accordance with the Price Guide.

### 7.3. Ending this agreement

You or My Place may end its services for any reason by giving a minimum of six weeks' notice or another period of notice, as agreed between You and My Place. If You or My Place seriously breach the Agreement, then the requirement of notice will be waived and services will come to an end immediately.

### 7.4. Changes to your funding

You must notify My Place if your Funding Plan is suspended, replaced by a new plan, You stop being a participant in the NDIS or in receipt of funding.

### 7.5. Agreement review

You and My Place agree to review your agreement if there are substantial changes to the supports or their delivery. You and My Place agree to review the Agreement on or before the Service Agreement Review Date.

## 8. What to do with a concern, complaint or an issue

### 8.1. Unhappy with a situation or service

You may contact your Co-ordinator to raise a concern, complaint, issue or give feedback on a situation or service connected to your Agreement.

If you are not satisfied with the outcome of your complaint, or you do not want to talk to your Co-ordinator you may contact My Place on (08) 6380 2927 and ask to speak to your Co-ordinator's manager. See also the *Complaints are a gift! Brochure* on [www.myplace.org.au](http://www.myplace.org.au) for further options.

### 8.2. My concern, complaint or issue cannot be resolved

If you have an issue that has not been resolved to your satisfaction or you do not want to talk to My Place, you may contact:

Your funding arrangement	Who to contact	How to contact	
NDIS	NDIS Commission	Phone	1800 035 544
		Website	<a href="http://www.ndiscommission.gov.au/about/complaints">www.ndiscommission.gov.au/about/complaints</a>
Department of Communities (WA)	Department of Communities	Phone	1800 013 311
		Website	<a href="http://www.wa.gov.au/organisation/departments-of-communities/departments-of-communities-child-protection-complaints-and-feedback">www.wa.gov.au/organisation/departments-of-communities/departments-of-communities-child-protection-complaints-and-feedback</a>
Disability Support for Older Australians	Commonwealth Ombudsman	Phone	1300 362 072
		Website	<a href="https://www.ombudsman.gov.au/">https://www.ombudsman.gov.au/</a>

### 8.3. Serious concern

If you have a serious concern about abuse or neglect of a person with disability, then please let My Place know urgently. You may also contact the NDIS Commission.

If your concern involves a person under 18 years of age and is relating to child abuse then you may also contact the State Ombudsman (Reportable Conduct):

[https://www.ombudsman.wa.gov.au/Reportable\\_Conduct/RCS-Notification-Form.htm](https://www.ombudsman.wa.gov.au/Reportable_Conduct/RCS-Notification-Form.htm)

## 9. General

### 9.1. Defined terms

Each term used in this document is defined in Attachment 1 and has the meaning given therein.

### 9.2. Privacy

My Place will only use personal data collected in the course of its services in accordance with the Australian Privacy Principles established under the *Privacy Act 1988* (Cth) and My Place's Privacy Policy, which is available online at [www.myplace.org.au](http://www.myplace.org.au) and can be provided upon request.

### 9.3. Consent

You agree and authorise My Place to contact the NDIA, NDIS Commission, other providers, Personal Assistants and other stakeholders for the administration of your Schedule of Supports and in doing so, My Place may release your information on a confidential basis and as reasonably necessary to ensure You are provided with the appropriate services. This may include sharing your personal, sensitive, health or medical information, as reasonably necessary.

If applicable, You consent to My Place delivering High Intensity Supports to You. This may include the provision of complex bowel care, enteral feeding, dysphagia management, tracheostomy management, catheter management, ventilator management, subcutaneous injections, complex wound management, diabetes management and emergency seizure management, together with the required training and clinical guidance.

### 9.4. Choice and Control

If My Place is your Support Co-ordinator and the provider of specific services to You, You confirm:

- a. You have the control and enough information to make informed decisions regarding the services You choose to receive from My Place or any other providers to achieve your planned goals; and
- b. You may seek advice about support and service options (including those not delivered directly by My Place) to support Your ability to make choices and to control the services provided.

### 9.5. Obligations

You must ensure You hold sufficient insurance for the property in which the Consumer resides.

If You are the employer of your own Personal Assistants:

- a. You will ensure that your personnel are appropriately screened;
- b. My Place will assist You in securing Workers Compensation insurance in your own name (or the name of the relevant employer, if it is not You); and
- c. My Place provides Broadform Public Liability insurance to You, which covers your potential exposure to a member of the public being injured or having their property damaged during the course of the service delivery.

Subject to the Service Approach, You are responsible for providing a safe working environment that is free from discrimination, bullying, harassment and sexual harassment. My Place will endeavour to support You in meeting your legal obligations and complying with the *Sex Discrimination Act 1984* (Cth).

### 9.6. Modern Slavery

My Place and You must take reasonable steps to identify, assess and address risks of Modern Slavery practices. If at any time You become aware of Modern Slavery practices, then You must advise your Co-ordinator, who will provide guidance to address the risk.

# Attachment 1: Defined Terms

**Agreement** means the service agreement or service deed between You and My Place as extended, renewed or held over.

**Consumer** means the person who is the recipient of a Funding Plan and unless stated otherwise in your Agreement, it means You.

**Consumer Portal** means the internet-based program provided by My Place, known as iPlace, for the purpose of administering My Place's services to You.

**Co-ordinator** is the My Place person allocated to You to assist and facilitate the design and implementation of your supports.

**End Date** is the date in your Agreement as renewed, extended or held over.

**Funding Body** means the NDIA, any Government or governmental body, authority, agency or entity including the Commonwealth Department of Health and Aged Care and the Western Australian Department of Communities, charity, private company, entity or a natural person.

**Funding Plan** means a NDIS plan, or the plan, document or agreement with a Funding Body detailing what funding You receive.

**GST** means Goods and Services Tax and has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

**High Intensity Supports** has the meaning given in the NDIS Practice Standards: High intensity support skills descriptors and in accordance with My Place's NDIS registration.

**Modern Slavery** has the meaning given in the *Modern Slavery Act 2018 (Cth)*.

**My Place** is My Place WA Ltd ABN 80 784 853 864 of 17 York Street, Subiaco WA 6008.

**NDIA** means the National Disability Insurance Agency established pursuant to the NDIS Act and being the operator of the NDIS.

**NDIS** means the National Disability Insurance Scheme and has the meaning given to it in the NDIS Act.

**NDIS Act** means the *National Disability Insurance Scheme Act 2013 (Cth)*.

**NDIS Commission** means the NDIS Quality and Safeguards Commission established pursuant to the NDIS Act.

**NDIS Price Guide** means the Pricing Arrangements and Price Limits guide published by the NDIS on an annual basis, as amended or replaced.

**Personal Assistant** means a person who is engaged to support the Consumer. The NDIS use the term 'disability support worker'.

**Plan Manager** has the meaning given to it by the NDIS from time to time.



**Schedule of Supports** means the table in your Agreement or as mutually agreed from time to time.

**Serious Incident** has the meaning given by the NDIS Commission, see: <https://www.ndiscommission.gov.au/providers/registered-ndis-providers/reportable-incidents-0>

**Service Agreement Review Date** is annually or as agreed with You.

**Service Approach** is identified in the Agreement with You.

**Service Booking** means the process of setting aside funding in a Funding Plan for a registered provider for a support they will deliver or have delivered.

**Start Date** is the date My Place signs the Agreement, unless otherwise specified.

**Support Co-ordinator** has the meaning given to it by the NDIS from time to time.

**Term** means the period commencing on the Start Date and ending on the End Date, unless renewed, extended or held over.

**You** has the meaning given in your Agreement, and being the person with a disability that is the recipient of funding or the person duly authorised to act on behalf of such a person.

END