



**Australian Government**

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**Department of Families, Community Services  
and Indigenous Affairs**

# **Additional Procedures and Information**

**under the**

**FaCSIA Long Form Funding Agreement  
(Disability Employment Assistance Program – May 2007)**

**Disability Employment Assistance Program  
(Business Services)**

**from 1 July 2007**

**Version No: 1  
Date: May 2007**

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**List of Annexures to these Additional Procedures and Information**

- A** The DEA Service Provider Gateway Guide
- B** DMI Guidelines
- C** DMI Reassessment Triggers Table
- D** FaCSIA Client Consent Form
- E** Employment Assistance Plan template

## Acronyms and abbreviations

ARIA	Accessibility Remoteness Index of Australia
CBF	Case Based Funding
DEA	Disability Employment Assistance
DMI	Disability Maintenance Instrument (Version 3)
FOFMS	FaCSIA Online Funding Management System
HCW	High Cost Worker
NAC	New Apprenticeship Centre
OC	Outlet Capacity
RRSS	Rural and Remote Services Supplement
SU479	Employment Assistance - Professional's Report
SU497	Application for employment assistance
SU500	Advice to Centrelink of acceptance or non-acceptance
SU525	Advice to Centrelink of outcome or programme extension
TRS	Training Recognition System
WBPA	Work Based Personal Assistance

## 1 Preface

- 1.1 These Additional Procedures and Information for the Disability Employment Assistance (DEA) Program provide guidance and procedural information to assist with the interpretation of key clauses under the Funding Agreement for Disability Employment Assistance Services from 1 July 2007 to 30 June 2010 (this Agreement). They are not intended to address every clause in this Agreement.
- 1.2 These Additional Procedures and Information form part of this Agreement and must be read in conjunction with:
  - a) the Terms and Conditions for the FaCSIA Long Form Funding Agreement (Disability Employment Assistance Program - May 2007); and
  - b) the Schedule and its attachments.
- 1.3 **Important:** It is Your responsibility to seek Your own legal advice in relation to this new Agreement.
- 1.4 These Additional Procedures and Information outline specific DEA Program rules and obligations, in addition to those contained in the rest of the Agreement.
- 1.5 This document is the property of FaCSIA. We reserve the right to amend the Additional Procedures and Information at any time, and undertake to notify You of any updated versions within 20 Business Days of any such changes. Changes may be notified electronically, and We may refer You to the FaCSIA website and/or the FaCSIA Online Funding Management System (FOFMS) for the latest version.

## 2 Program Overview - Disability Employment Assistance (DEA)

- 2.1 The Commonwealth, State and Territory governments share responsibility for funding specialist disability services under the Commonwealth State and Territory Disability Agreement. The Commonwealth Government is responsible for planning, policy setting and management of employment assistance for people with disabilities. The State and Territory governments have similar responsibilities for other disability services such as accommodation support services, respite care services and community access programs (eg day programs). There is a shared responsibility for several programs, including advocacy and print disability services.
- 2.2 The Commonwealth Government directly funds a range of programs to assist people with a disability including employment services, employer incentives, advocacy, respite, print and caption and translation services. Services are funded under the *Disability Services Act 1986 (Cth)*. In addition to these programs that are largely delivered through non-government organisations, the Commonwealth Government directly funds CRS Australia to provide vocational rehabilitation programs.

## Reforms to the DEA Program

- 2.3 To enhance opportunities for people with disabilities to take part in quality employment, the Commonwealth Government introduced several reforms over recent years. In the 1996-97 Budget, the Government launched a broad reform agenda for disability employment services to address concerns that existing block grant funding for disability employment services was inequitable, not transparent, insufficiently outcome-focused and did not reflect the support needs of individual job seekers with disability.
- 2.4 These reforms change the way disability employment assistance services are funded and make sure people with disabilities receive quality services. These reforms:
- provide better assessment of people with disabilities for employment assistance and more support to help them move into jobs;
  - enhance job seeker's access and choice of service, with significant increases in numbers of places in rehabilitation, training and employment services;
  - introduce funding reform to remove inequities under block grant, match funding to individual needs and deliver quality employment outcomes (ie the transition to case based funding from 1 January 2005);
  - implement legislated quality assurance, to ensure services meet minimum disability service standards that protect the rights of individuals and deliver fair wages and quality services; and
  - increase accountability and promote viable services (including business services reforms from the 2003 and 2004 Budgets).
- 2.5 In the 2003-04 Budget the Government announced a new case based funding (CBF) model to address the concerns about block grant funding. After several years of trials, the full implementation of CBF was phased-in over three years from 2004-05 to 2006-07.
- 2.6 In the 2007-08 Budget the Government announced a continuation of the case based funding model. This decision arose from the major CBF evaluation which found that the new funding model enabled funding to be more closely matched to the support needs of individuals and resulted in better outcomes for those individuals.

## 3 Program Management and Service Delivery Details

- 3.1 The DEA Program provides funding under Part II of the *Disability Services Act 1986 (Cth)* for services that assist people with disabilities to obtain and/or retain employment. The target group of people with disabilities is defined as people who have an intellectual, psychiatric, sensory, neurological or physical impairment that is likely to be permanent and results in the need for ongoing support.
- 3.2 Funding is provided for two types of disability employment services:
- business services (funded by FaCSIA) are commercial enterprises whose workforce is predominantly people with disabilities - they provide support and employment to people with a disability, and are also called supported employment services (and in the past were known as sheltered workshops); and
  - open employment services (funded by DEWR) which provide employment assistance to people with a disability to gain and/or retain paid employment in the open labour market.
- 3.3 CBF is a fee-for-service arrangement where, in accordance with the Agreement, fees are paid based on supported employee's individual assessed relative support needs.

## **DEA Service Delivery Model**

- 3.4 FaCSIA provides funding under the *Disability Services Act 1986 (Cth)* (DSA) to business services to provide (supported) employment assistance to people with a disability. Business services must be certified under the DSA as meeting certain quality standards to be eligible for funding.
- 3.5 Historically, funding for DEA was distributed on a variety of methods. Current funding distribution reflects these historical decisions, but is now paid more equitably under the case based funding model.
- 3.6 Recent releases of FaCSIA-funded disability employment assistance 'places' have targeted specific demographic groups, including mature age workers, people in rural/remote locations and indigenous workers.
- 3.7 Need is determined by FaCSIA based on several sources of information including ABS survey data and Centrelink information (eg Disability Support Pension data).
- 3.8 Business services need to meet certain eligibility requirements for funding, including holding a current certificate of compliance as meeting applicable disability services standards under the DSA.

## **DEA Funding Model – Case Based Funding (CBF)**

- 3.9 CBF is a fee-for-service arrangement where, in accordance with the Agreement, fees are paid based on Supported Employees' individual assessed relative support needs. Case based funding is an outcomes based funding model, where funding is paid on the achievement of certain milestones under this Agreement.
- 3.10 Under this Agreement between us, We pay You case based funding based on the individually assessed support needs of individual workers, and the agreed number of 'places' (or Outlet Capacity) each business service has.
- 3.11 Further details are contained in the Schedule to the Agreement.

## **DEA Referral process**

- 3.12 The referrals process for people with disabilities, whether directly to You or through Centrelink, is outlined in the DEA Service Provider Gateway Guide ([Annexure A](#)).
- 3.13 You acknowledge that the DEA Service Provider Gateway Guide sets out amongst other matters, Centrelink's role regarding disability employment services.
- 3.14 Generally, job seekers whose disability results in a need for ongoing support to gain and retain a job are eligible for assistance by either FaCSIA-funded business services or DEWR-funded open employment services. Job seekers with disabilities who do not need ongoing support or vocational rehabilitation may be eligible for assistance through the Job Network services.

## **Providing Activities to Supported Employees**

- 3.15 You must allow Supported Employees to Exit an Outlet and recommence in a new Outlet, if the new Outlet has vacant Outlet Capacity.
- 3.16 Subject to paragraph 3.15, You must ensure that Supported Employees that

recommence in the same Outlet within 12 months of their Suspension or Exit, are treated as a Return from Suspension in accordance with paragraph 20 of these Additional Procedures and Information.

- 3.17 You must capture client consent using the FaCSIA Client Consent form, or, You must accurately incorporate FaCSIA's client consent requirements with your own, when a client first requests assistance from You, or before the Intake Assessment is authorised. FaCSIA's Client Consent form is included at Annexure D to these Additional Procedures and Information, and is available from the literature site on FOFMS.

### **The Employment Assistance Plan**

- 3.18 You must complete an Employment Assistance Plan pursuant to sub-Item P18 of the Schedule. A suggested Employment Assistance Plan is attached at Annexure E to these Additional Procedures and Information.

### **The Business Service Outlet's Obligations**

- 3.19 You must ensure that the Authorised Officer certifies that the information provided by Your Organisation is true, accurate, complete and not misleading in respect to all material, and as required by this Agreement.
- 3.20 Only one Outlet can receive CBF funding for supporting a Supported Employee. If a Supported Employee is receiving the Activity from two Outlets only one Outlet is eligible to claim CBF fees.
- 3.21 You must keep Case Worker details up date on FOFMS to ensure you receive important information about required Activities. You should notify the FOFMS Helpdesk when users at your Outlet leave or vary their access.
- 3.22 You must accept payments from Us via FOFMS. Where it is identified that You have received incorrect payments, We may use FOFMS to recover such payments from Your future payments.

## **4 Responsibilities and Accountabilities under the DEA Program**

- 4.1 The Agreement outlines the specific responsibilities, obligations and accountabilities associated with delivering the Activities to Supported Employees. In addition, Business Services should also work collaboratively with Us to deliver the program and contribute to its continuous improvement.

## **5 Performance Management and Evaluation**

- 5.1 The DEA program falls under FaCSIA's Outcome 2 – "Seniors, people with disabilities, carers, youth and women are supported, recognised and encouraged to participate in the community".
- 5.2 The DEA program contributes to this outcome by providing people with disabilities with:
- meaningful employment in a viable business service;

- quality supported employment services that meet their individual support needs, determined by an independent assessment mechanism in the Disability Maintenance Instrument;
  - payment of fair wages paid in accordance with best practice wage assessment guidelines; and
  - choice of service type where activities other than employment are most suitable to their individual circumstances.
- 5.3 The 2007-08 Budget announced the continuation of case based funding in disability business services following an evaluation (during 2006-07) of its implementation.
- 5.4 Disability Branch and State and Territory staff conduct ongoing performance monitoring and review as part of managing the DEA Program and the Agreements.
- 5.5 Any future evaluations may be required if performance monitoring suggests major issues that cannot be resolved through normal program management processes.

### **Key Performance Indicators in the DEA Agreement**

- 5.6 The Key Performance Indicators We will use to measure Your performance under this Agreement are outlined at sub-Item B5 of the Schedule.
- 5.7 We may conduct monthly reviews of places filled within Your Outlet Capacity. If at review We find that Your Outlet is operating at less than 90% of Your Outlet Capacity over 3 or more months, We may vary Your Outlet Capacity in accordance with sub-Item P7 of the Schedule.
- 5.8 You acknowledge that Outlet Capacity places retrieved through a review under this Agreement may be redistributed by Us to other Outlets according to demand as determined by Us.
- 5.9 You must, in respect of Supported Employees to whom You have provided Activities for at least 12 months in the Program (excluding any periods of Suspension), ensure that:
- a) at least 50% of Your Supported Employees reach an Employment Outcome; and
  - b) no more than 40% of Your Supported Employees Exit Your Outlet within a 12 month period (excluding any periods of Suspension).
- 5.10 For the avoidance of doubt, the Key Performance Indicators in the above paragraphs 5.7 and 5.9 together with those set out at sub-Item B5 of the Schedule, are the minimum standards that Your Outlet must achieve during the term of this Agreement.

### **DEA Audit and Compliance Strategy**

- 5.11 The DEA Audit and Compliance Strategy is one of a range of tools that FaSCIA uses to facilitate continuous quality improvements to the services provided to people with disabilities in business services. Consistent with Clause 7 of the Agreement, and sub-Item P22.9 of the Schedule, the Audit and Compliance Strategy allows Us to manage fraud and compliance risks in the DEA Program. The findings from the strategy will help to identify areas of compliance weakness and areas to improve business processes, policy and system controls.

5.12 The audits commenced their national roll-out in February 2007. We propose to audit each business service at least every two years.

## 6 Funding Agreement

6.1 Under this Agreement with FaCSIA You agree to deliver Employment Assistance services (the “Activities”) under the Disability Employment Assistance Program.

6.2 The Agreement is based on FaCSIA’s Standard Long Form Funding Agreement for consistency across FaCSIA programs. It is made up of the following documents:

- The Letter of Offer;
- the Terms and Conditions for the FaCSIA Long Form Funding Agreement (Disability Employment Assistance Program - May 2007);
- the Schedule (including attachments); and
- these Additional Procedures and Information and its annexures.

6.3 The Terms and Conditions of Funding apply across FaCSIA’s programs, and are the general obligations between the parties relating to the payment of Funding from FaCSIA to You to provide/deliver certain “Activities”.

6.4 The Schedule sets out the program-specific obligations related to the Activities being funded. The various “Items” and “sub-Items” provide information such as:

- the Activities) and other things you must perform, deliver, provide under the Agreement;
- how and when you must perform these Activities;
- performance indicators to measure your performance under the Agreement; and
- the funding we will pay you to undertake the Activities.

6.5 The Items in the Schedule generally provide further information in relation to certain clauses in the Terms and Conditions document, including whether particular clauses apply or not depending on the Activity being funded (eg Assets).

6.6 The Schedule contains the following Attachments:

- 1: Objectives + Target Group under the *Disability Services Act 1986 (Cth)*;
- 2: Principles + Objectives under the *Disability Services Act 1986 (Cth)*;
- 3: Organisation and Outlet Details;
- 4: Business Service Assistance Package (BSAP) Assistance Plan template; and
- 5: Wage Phase-in Plan template.

## **7 How does Outlet Capacity work?**

- 7.1 Outlet Capacity is the number of 'places' in an Outlet funded by Us.
- 7.2 You acknowledge that We are under no obligation to ensure that:
  - a) Supported Employees will be referred to You; or
  - b) Your Outlet will operate at its Outlet Capacity.
- 7.3 It is Your responsibility to manage Your Outlet Capacity to ensure that when a Supported Employee Exits Your Outlet, a new Supported Employee fills the vacancy as soon as possible.

## **8 Stretch Capacity**

- 8.1 You may exceed Your Outlet Capacity to assist a Supported Employee Returning from Suspension in accordance with sub-Item P20.4 of the Schedule.
- 8.2 Stretch Capacity is a 10 per cent allowance on top of Your Outlet Capacity, unless sub-Item 20.5 of the Schedule applies, or unless paragraph 8.6 applies.
- 8.3 Stretch Capacity places are used when a Supported Employee who had previously been receiving Activities from You, and was suspended or exited from Your Outlet, wishes to return to work.
- 8.4 To access Stretch Capacity places, the Supported Employee must return from Suspension or Exit within 12 months of the initial Suspension or Exit, or within two years of the initial Suspension or Exit if the Supported Employee is returning from accessing Open Employment.
- 8.5 Stretch Capacity places cannot be filled by new Supported Employees who have not previously received Activities from You.
- 8.6 In accordance with sub-Items 20.7 and 20.8 of the Schedule, We may increase your Outlet Capacity temporarily to allow a Supported Employee (returning from accessing Open Employment within two years of the initial Suspension or Exit) to return from suspension.

## **9 Access Guarantee Places**

- 9.1 If Your Outlet is assisting more Supported Employees than Your previous block grant outlet capacity ("Access Guarantee Clients") as part of complying with sub-Item P16 of the Schedule, You must ensure that the Outlet continues to assist those Access Guarantee Clients until they Exit.
- 9.2 You acknowledge that if a vacancy arises in one of Your funded places You must give priority to Access Guarantee clients. Only when you no longer have Access Guarantee Clients can you fill a vacancy with a new Supported Employee.
- 9.3 We may reconcile Your Client list on FOFMS with the names of Supported Employees eligible under sub-Item P16 of the Schedule.

9.4 As Supported Employees Exit the Outlet, the number of Access Guarantee places will reduce until the number of Supported Employees You are assisting is equal to Your original Outlet Capacity. You must notify Us when you have vacancies in your Outlet Capacity so that you can Start new Supported Employees.

## **10 An Overview of Case Based Funding**

10.1 You acknowledge that:

- a) CBF links Funding with individual needs and outcomes and provides Funding levels based on the assessed relative need of Supported Employees;
- b) CBF uses a Funding classification process incorporating 4 ongoing maintenance Funding levels for Supported Employees who achieve an Employment Outcome; and
- c) the aims of CBF are to:
  - i. enhance Supported Employee access, choice and Employment outcomes;
  - ii. make Funding arrangements more equitable;
  - iii. provide Employment assistance to as many people as possible within existing funds; and
  - iv. promote flexibility and innovation.

10.2 CBF must be used by You for the provision of all Activities to a Supported Employee, including training and Activities provided by You or any other Outlet or agency. CBF payments are in arrears, in accordance with sub-Item F3.2 of the Schedule.

10.3 Subject to paragraph 10.4, You may determine resource allocation of CBF between Supported Employees which may include:

- a) providing some Supported Employees with less assistance than the amount of CBF paid by Us in respect of them; and
- b) other Supported Employees with more assistance than the amount of CBF paid by Us in respect of a Supported Employee.

10.4 Despite paragraph 10.3, You must use reasonable endeavours to:

- a) ensure that, in accordance with the Agreement, any Funding in respect of a Supported Employee that is not wholly spent on that same Supported Employee is used by You to provide Activities to other Supported Employees to help them maintain Employment; and
- b) allocate resources equitably in Your reasonable opinion, to achieve Employment for all Supported Employees.

## 11 A brief summary of how the CBF model works

11.1 The following table summarises how the CBF model works. It is for guidance purposes only and is not intended to replace or amend any provisions of the Agreement.

<b>Summary</b>	
11.2	When a person with a disability is seeking Employment, they can be referred either directly to You or via Centrelink.
11.3	Check that You have vacancies in your Outlet Capacity to assist the person with a disability and that all eligibility requirements are met.
11.4	On accepting a referral, You must ensure the Supported Employee signs a Client Consent Form.
11.5	You must then create a Client and Case record and authorise an Intake Assessment on FOFMS.
11.6	On authorisation of the Intake Assessment on FOFMS, You will be paid an Intake Fee. You will continue to receive Employment Assistance Fees for a maximum of 12 months or until the Supported Employee achieves an Employment Outcome.
11.7	You may Suspend Activities to a Supported Employee either, if requested by the Supported Employee or when the Supported Employee is temporarily unable to continue with Employment. Suspension periods must, in accordance with paragraph 18, be between 1 and 12 months in duration.
11.8	When the Supported Employee has achieves an Employment Outcome, You must complete a DMI assessment. The DMI determines the Employment Maintenance Fee payable in respect of the Supported Employee.
11.9	On authorisation of a DMI assessment in FOFMS, We will pay You the applicable Employment Maintenance Fees. You must provide ongoing Activities to the Supported Employee. If the Supported Employee's circumstances change, You may complete a reassessment of the DMI. This may result in a change of Funding for that Supported Employee.
11.10	If a Supported Employee is unable to achieve an Employment Outcome within 12 months of the Intake Completion Date, You must Exit the Supported Employee.
11.11	A Supported Employee may Exit the Program at any time. If this occurs, You must Exit the Client's Case on FOFMS.
11.12	Exited Supported Employees may re-enter the Disability Employment Assistance Program with the same, or a new Outlet.
11.13	If You are unable to provide a Supported Employee with Activities, You must Suspend or Exit the Client's Case on FOFMS.
11.14	Additional Fees may also be provided by Us for Outlets in eligible Rural and Remote locations and for eligible Supported Employees that receiving: Work Based Personal Assistance, are Existing High Costs Workers and/or are New Apprentices.

## **12 Employment Assistance Phase**

- 12.1 This phase covers a maximum period of 12 months (plus periods of Suspension).
- 12.2 Subject to paragraph 12.1, from the Intake Completion Date, until the Supported Employee achieves an Employment Outcome, We will only pay You the following fees in respect of that Supported Employee:
- a) subject to paragraph 13, the Intake Fee; and
  - b) Employment Assistance Fees monthly for a maximum of 12 months (excluding periods of Suspension).

## **13 Intake Fee**

- 13.1 You must capture client consent before the Intake Assessment is authorised for that Supported Employee.
- 13.2 We will pay You the Intake Fee after You complete and authorise a Supported Employee's Intake Assessment on FOFMS as specified at sub-Item F3.2 of the Schedule.
- 13.3 In authorising this Intake Assessment, You have confirmed that:
- a) the application is consistent with eligibility data held by Centrelink in relation to the nominated individual;
  - b) the nominated individual has agreed to participate in an assessment of their employment assistance requirements;
  - c) the client has agreed to work with the Outlet to jointly develop or update an Employment Assistance Plan;
  - d) the client (or their advocate) has consented to the disclosure of personal information and/or this outlet has complied with Information Privacy Principle 2; and
  - e) the information contained in the assessment is true and correct.
- 13.4 Intake Fees are not payable by Us to You for Supported Employees who recommence with an Outlet within 12 months of the Supported Employee's Intake Fee being paid (plus any period of Suspension).
- 13.5 FaCSIA will not fund You for any Activities provided to a Supported Employee prior to authorisation of the Intake Assessment on FOFMS.

## **14 Employment Assistance Fees**

- 14.1 An Employment Assistance Fee is paid by Us monthly in arrears (on the Supported Employee's Case Anniversary Date) while the Supported Employee aims to work at least eight (8) hours per week and receives Activities from Your Outlet, as specified at sub-Item F3.2 of the Schedule.
- 14.2 You will continue to receive Employment Assistance Fees for a maximum of 12 months or until the Supported Employee achieves an Employment Outcome of at least 8 hours per week for 13 weeks within 12 months of authorisation of the Intake Assessment. Please note that if Your Outlet's full-time hours for one Business Day is less than eight hours per day (for example 7.5 hours per day) then this can count as meeting the eight hours per day rule under this Agreement. This avoids the situation where Your Outlet would otherwise need to bring the Supported Employee back to work for another 0.5 hours per week just to meet the eight hours per day rule under this Agreement. If you have any questions about this, please contact Us as outlined in paragraph 27 of these Additional Procedures and Information.
- 14.3 When Activities cannot be provided to a Supported Employee for any reason and for a period which You reasonably expect to be:
- a) longer than 1 month but less than 12 months, then the Worker must be Suspended by You immediately when You become aware that the Worker will not require ongoing Activities; or
  - b) longer than 12 months, then the Supported Employee must be Exited by You immediately.

## **15 Disability Maintenance Instrument**

- 15.1 You must, in accordance with this paragraph 15, complete a DMI assessment when a Supported Employee achieves an Employment Outcome, ie after a Supported Employee achieves employment of 8 hours a week over 13 weeks. If, a DMI is not completed within 12 months then the case must be Exited in FOFMS immediately.
- 15.2 When determining whether a Supported Employee has achieved an Employment Outcome, You must not include any period that the Supported Employee is involved in Targeted Support activities.
- 15.3 You must perform the DMI assessment immediately after a Supported Employee achieves an Employment Outcome, otherwise You may be deemed to be in breach of the Agreement.
- 15.4 DMI assessments must be completed by You in accordance with the DMI Guidelines as detailed in Annexure B.
- 15.5 In accordance with sub-Item P22 of the Schedule, the DMI assessment score determines the Employment Maintenance Fee level for a Supported Employee (listed at Item F, Table 1 of the Schedule). You must ensure that the DMI assessment completed by You, details the assistance You will provide to the Supported Employee as determined by Us in accordance with sub-Item P22 of the Schedule.

- 15.6 You acknowledge that any DMI assessment completed and authorised by You and submitted to Us for scoring, is final and cannot be changed other than through the DMI Reassessment in accordance with sub-Item P23 of the Schedule.
- 15.7 You should use the following resources to help you understand the DMI and to help you meet your obligations under this Agreement:
- a) DMI Guidelines (Annexure B);
  - b) DMI Frequently Asked Questions (available on FaCSIA's website); and
  - c) Evidence Guide for Disability Employment Service Organisations (available on FaCSIA's website).

## 16 Employment Maintenance Fees

- 16.1 To claim Employment Maintenance Fees, You must complete and authorise a Supported Employee's DMI assessment on FOFMS.
- 16.2 When a DMI assessment has been completed and authorised on FOFMS for a Supported Employee who has achieved an Employment Outcome, We may pay an Employment Maintenance Fee in respect of that Supported Employee. An Employment Maintenance Fee is payable by Us monthly in arrears, on the Supported Employee's Case Anniversary Date following authorisation of the DMI assessment, as specified at sub-Item F3.2 of the Schedule.
- 16.3 Employment Maintenance Fees are paid at one of four (4) funding levels based on the Supported Employee's DMI assessment score while the Supported Employee continues to work at least eight (8) hours per week and receive the Activities from You.
- 16.4 Where the DMI assessment score for a Supported Employee indicates that Your Outlet is providing no Activities to the Supported Employee, no Employment Maintenance Fees will be payable in respect of that Supported Employee.
- 16.5 When Activities cannot be provided to a Supported Employee for any reason and for a period which You reasonably expect to be:
- a) longer than 1 month but less than 12 months (or two years if accessing Open Employment), then the Supported Employee must be Suspended by You, immediately when You become aware that the Supported Employee will not require ongoing Activities; or
  - b) longer than 12 months (or two years if accessing Open Employment), then the Supported Employee must be Exited by You immediately.

## 17 When can a DMI Reassessment occur?

- 17.1 All Organisation Initiated DMI Reassessments must be completed and authorised by You on FOFMS.
- 17.2 You acknowledge that an Organisation Initiated DMI Reassessment may **not** result in a change in Our Funding to You.
- 17.3 You must ensure that Your Outlet completes and authorises a Department Initiated DMI

Reassessment by the date the DMI Reassessment is due, as advised through FOFMS. This date will be two years from when the most recent DMI assessment was authorised for each Supported Employee that You provide Activities to, or as otherwise notified by Us.

- 17.4 If You request an Organisation Initiated DMI Reassessment, You must retain the evidence required for the Reassessment Trigger for which the request is made as set out in the Reassessment Triggers Table at Annexure C to these Additional Procedures and Information.
- 17.5 If requested by Us, You must provide to Us the evidence referred to in paragraph 17.4 to support Your request for an Organisation Initiated DMI Reassessment within 10 Business Days of the request.
- 17.6 Immediately after completing a Department Initiated DMI Reassessment or Outlet Initiated DMI Reassessment, You must:
- update the Employment Assistance Plan for Supported Employees to whom the DMI reassessment request relates; and
  - complete a new Client Consent Form.
- 17.7 In accordance with sub-Item P23 of the Schedule, You may complete and authorise a DMI reassessment **only** if sub-Item P23.3 of the Schedule applies, and **only** after a minimum of three (3) months has elapsed from:
- a) the date that a previous DMI Reassessment was submitted, or
  - b) from the date that a Supported Employee has returned from suspension after accessing Open Employment under paragraph 20.1 a). A DMI Reassessment in this case must be completed within one month of this three month period.
- 17.8 In order to complete a DMI reassessment it is necessary to compile evidence and assess the Supported Employee for a minimum of three (3) months prior to completion of the DMI reassessment.
- 17.9 FOFMS will notify You that a DMI reassessment is required, two (2) months before the due date.
- 17.10 Any request in accordance with sub-Item P23.4 of the Schedule for an Organisation Initiated DMI Reassessment must be made using the DMI Reassessment template on FOFMS.

## 18 Suspensions

- 18.1 You must, in accordance with sub-Item P21 of the Schedule and this paragraph 18, Suspend a Supported Employee if the Supported Employee is temporarily unable to continue receiving Activities from You, and/or is unable to maintain Employment for at least eight hours a week for a minimum period of 1 month to a maximum period of 12 months. You must not Suspend a Supported Employee to manage the workload or assistance available within Your Outlet.

- 18.2 You must Suspend a Supported Employee under paragraph 18.1 for a minimum period of 1 month to a maximum period of 12 months.
- 18.3 For the purposes of sub-Item P21 of the Schedule, You must update the Supported Employee's case record on FOFMS immediately a Supported Employee is Suspended.
- 18.4 It is not necessary to Suspend Supported Employees over a Christmas shutdown period or who are on workers' compensation or sick leave for less than two months.
- 18.5 A Supported Employee who is absent for more than one month should be Suspended, except for the circumstances outlined in paragraph 18.4.
- 18.6 On Suspension of a Supported Employee, a payment equal to what would have been paid to You at the next anniversary date of the case will be made. As Suspensions must not be for less than one month, and to avoid the possibility of a double payment, it is important that the Client's Case is not restarted until one (1) month has elapsed from the initial Suspension date.
- 18.7 You acknowledge that We may terminate the Agreement if You fail to advise Us of a Supported Employee Suspension.
- 18.8 Any overpayments that arise through Your failure to notify Us of a Supported Employee Suspension may be treated as a "Recoverable Amount" in accordance with Clause 9.3 of the Agreement.
- 18.9 You must provide an accurate Suspension reason when you Suspend a Supported Employee's record on FOFMS. A detailed list of Suspension reasons and descriptions are available from the literature site on FOFMS.
- 18.10 You are no longer required to advise Centrelink when a Supported Employee is Suspended.

## **19 Exits**

- 19.1 For the purposes of sub-Item P21 of the Schedule, You must Exit a Supported Employee if:
- a) the Supported Employee no longer requires Activities from Your Outlet as determined by You;
  - b) You determine that in Your reasonable opinion, the Supported Employee is unable to continue in Employment because of medical reasons or reasons related to the Supported Employee's disability;
  - c) the Supported Employee chooses to undertake Targeted Support activities (other than on a trial basis);
  - d) You have failed to resolve a dispute between You and the Supported Employee in accordance with paragraph 19.4;
  - e) You do not accept the Funding level for a Supported Employee as determined by Us;

- f) We instruct You to Exit the Supported Employee;
  - g) a DMI has not been submitted by You to Us for the Supported Employee within 12 months of the Intake Completion Date (plus the period of Suspension if any);
  - h) a DMI Reassessment has not been authorised on FOFMS for the Supported Employee within 24 months of the previous DMI assessment (plus the period of Suspension if any);
  - i) the Supported Employee has not returned from Suspension within 12 months of the commencement of the Suspension; or
  - j) the Supported Employee is not able to continue in Employment of at least 8 hours work per week (and where a Suspension is not appropriate).
- 19.2 For the purposes of sub-Item P21 of the Schedule, You must change the Supported Employee's case status to 'Exited' on FOFMS. We may terminate the Agreement if You fail to Exit a Client's Case immediately.
- 19.3 On Exit of a Supported Employee, a payment equal to what would have been paid to You at the next anniversary date of the case will be made. As an Exited case may return within 12 months, to avoid the possibility of a double payment, it is important that the case status is not changed to 'Return from Suspension' until the Case Anniversary Date for which the original Exit payment was made, has passed.
- 19.4 Where a dispute arises between You and a Supported Employee, You must use Your best endeavours to resolve the dispute in accordance with the relevant Outlet's complaints resolution procedures and complaints and dispute policy as certified by the Certifying Body.
- 19.5 Without limiting Clause 4 of the Agreement, if You have ceased to provide Activities to a Supported Employee, You must comply with any direction by Us under Clause 4 of the Agreement to transfer the Supported Employee's records either to Us or to another Business Service or any other person as determined by Us.
- 19.6 You must provide an accurate reason when you Exit a Supported Employee's record on FOFMS. A detailed list of Exit reasons and descriptions are available from the literature site on FOFMS.
- 19.7 You are no longer required to advise Centrelink when a Supported Employee is Exited.

## **20 Returns from Suspension/Exit**

- 20.1 For the purposes of sub-Item P21.9 of the Schedule:
- a) if a Supported Employee Exits then recommences with the same Outlet within 12 months (or within two years if returning from accessing Open Employment), from the commencement date of the Supported Employee's Suspension or Exit, You must treat the Supported Employee as recommencing with the Outlet as if the Supported Employee had Returned from Suspension, provided there is vacant Outlet Capacity;

- b) if a Supported Employee Exits an Outlet then recommences with the same Outlet after 12 months (or after two years if returning from accessing Open Employment) from the commencement date of the Supported Employee's Suspension or Exit, You must treat the Supported Employee as a new Supported Employee and You must create a new Case for the Client on FOFMS;
- c) You must obtain and retain evidence that a Supported Employee has accessed Open Employment before they can be Returned from Suspension under paragraph 20.1 a); and
- d) You must comply with any additional procedures We provide You relating to a Supported Employee Returning from Suspension or Exit after accessing Open Employment.

20.2 A Supported Employee can only Return from Suspension/Exit if there is vacant Outlet Capacity, unless paragraph 8 applies (ie relating to Stretch Capacity).

20.3 Subject to You having available Outlet Capacity in accordance with paragraph 8, once You have changed the status of the Supported Employee's case on FOFMS to 'Returned from Suspension', We will resume paying Funding to You in respect of a Supported Employee Returning from Suspension from the next Case Anniversary Date of the Supported Employee.

20.4 If You do not Return the Supported Employee from Suspension on FOFMS within 12 months of the commencement date of the Supported Employee's Suspension, We will Exit the Supported Employee's case record from Your Outlet.

## **21 Rural and Remote Service Supplement**

21.1 We may pay Your Outlet the Rural and Remote Service Supplement (RRSS) as detailed in Item F1, Table 2 of the Schedule, if Your Outlet is located by postcode in a region classified under the Accessibility/Remoteness Index of Australia (ARIA) as:

- accessible;
- moderately accessible;
- remote; or
- very remote.

21.2 Outlets with an ARIA classification of 'Highly Accessible' are not eligible to receive RRSS.

21.3 Your ARIA Classification is shown at Attachment 3 to the Schedule for Your Outlet(s).

21.4 RRSS payments are paid by Us in arrears on a monthly basis, as detailed in sub-Item F3.2 of the Schedule.

21.5 If an Organisation has two or more Outlets operating at the same location only one will receive the RRSS. The eligible Outlet will be determined by Us.

## 22 Work Based Personal Assistance Fees

- 22.1 On completion of a Client Intake Assessment, if You reasonably believe that due to a Supported Employee's physical or neurological disability or medical condition the Supported Employee requires Work Based Personal Assistance, You may, in accordance with paragraph 22.2 request an assessment for Work Based Personal Assistance (WBPA).
- 22.2 You must ensure that any person who performs an assessment in accordance with paragraph 22.1:
- a) is a person who:
    - i. is qualified as an occupational therapist; or
    - ii. is a Registered Nurse; or
    - iii. holds a Human Services qualification; and
  - b) provides You with a written report regarding whether in their reasonable opinion, due to the Supported Employee's physical or neurological disability or medical condition, the Supported Employee requires:
    - i. regular assistance whilst in Employment including assistance with feeding by mouth or tube or assistance with personal hygiene such as care of catheter; and/or
    - ii. regular assistance in Employment from a Registered Nurse to administer Medical Interventions.
- 22.3 You must:
- a) record the assessment performed under paragraph 22.1 on a Work Based Personal Assistance Requirements Form (available from the literature site on FOFMS);
  - b) record the Work Based Personal Assistance requirement on the Supported Employee's Employment Assistance Plan; and
  - c) retain a copy of the Work Based Personal Assistance Requirements Form and request a new assessment in accordance with paragraph 22.2 if You reasonably believe that the Supported Employee's needs have changed.
- 22.4 If You receive a written report under paragraph 22.2 confirming that a Supported Employee requires assistance in the terms set out at paragraph 22.2(b), You must ensure that the Supported Employee who requires such Work Based Personal Assistance is provided with such assistance by an Approved Support Worker.
- 22.5 If a Medical Intervention is required, then it should be administered by a Registered Nurse. If medical assistance is required then the Supported Employee should be immediately assessed by a Registered Nurse.

- 22.6 If, in accordance with paragraph 22.4, You engage a person to provide Work Based Personal Assistance, You may submit a claim to Us for payment of a Work Based Personal Assistance Fee for that Supported Employee from the time the Supported Employee becomes eligible for funding through CBF. You are eligible to claim Work Based Personal Assistance fees for a Supported Employee until the Supported Employee either ceases Employment or no longer requires WBPA (whichever occurs first).
- 22.7 Subject to paragraph 22.8 to 22.14, following submission of a Work Based Personal Assistance claim by You in accordance with paragraph 22.6, We may pay You a Work Based Personal Assistance Fee as determined by Us as a reimbursement for the number of Work Based Personal Assistance hours actually provided or purchased by You.
- 22.8 Any WBPA Fees will be paid at a rate specified in Item F1, Table 2 of the Schedule, according to who delivers the WBPA and the number of hours that have been directly provided or purchased as the case may be.
- 22.9 You must not claim more than 10 hours of Work Based Personal Assistance per week or up to 40 hours of Work Based Personal Assistance in a four (4) week period.
- 22.10 You acknowledge that general supports such as helping someone with their lunch (this does not include assisting with feeding) or prompting them to use the toilet are covered in the DMI assessment and must not form the basis of a claim by You for a Work Based Personal Assistance Fee.
- 22.11 When Work Based Personal Assistance is provided by an agency separate to You and the agency providing the Work Based Personal Assistance has a minimum call out, that minimum call out must be included in the Work Based Personal Assistance hours that You purchase from the agency.
- 22.12 For the purposes of verification, all Work Based Personal Assistance that is directly provided must be recorded by You and You must:
- a) maintain invoices for all Work Based Personal Assistance purchased by You; and
  - b) keep a record of the Work Based Personal Assistance hours provided and all invoices.
- 22.13 You must exclude any periods of Suspension in Your claims for Work Based Personal Assistance Fees.
- 22.14 We will not pay You any Work Based Personal Assistance Fees if the Work Based Personal Assistance form is submitted to Us more than three (3) months after the Work Based Personal Assistance was provided.
- 22.15 Work Based Personal Assistance claim forms are available from the literature site on FOFMS. Completed and signed forms should be submitted to the CBF Helpdesk.

## **23 Incentives for New Apprenticeships**

- 23.1 When Your Outlet places a Supported Employee in a New Apprenticeship, You may, subject to paragraph 23.3, claim the relevant Incentives for New Apprenticeships in accordance with the accumulated number of weeks that Supported Employee has worked as a New Apprentice.

- 23.2 The Incentives for New Apprenticeships rates are set out in Item F1, Table 2 of the Schedule.
- 23.3 To be eligible to claim the Incentives for New Apprenticeships, the apprentice must be working in a workplace as a New Apprentice and:
- a) the apprenticeship must be recognised by a New Apprenticeship Centre (NAC) and a Training Contract must be lodged on the Training Recognition System (TRS) by the NAC; or
  - b) the apprenticeship must be a School based apprenticeship which is recognised by a NAC and a Training Contract is lodged on the Training Recognition System (TRS).
- 23.4 Incentives for New Apprenticeships claim forms are available from the literature site on FOFMS. Completed and signed forms should be submitted to the CBF Helpdesk.
- 23.5 If a New Apprenticeship is cancelled and the Supported Employee commences a second New Apprenticeship, You may claim the Incentives for New Apprenticeships in relation to the Supported Employee's second New Apprenticeship.
- 23.6 You must only claim Incentives for New Apprenticeships once for each New Apprenticeship.
- 23.7 You must, before commencing a Supported Employee in a New Apprenticeship ensure that:
- a) the New Apprenticeship is recognised by the NAC;
  - b) the New Apprentice has commenced work;
  - c) the New Apprentice has signed a Training Contract with the New Apprentice's employer; and
  - d) the date of the Training Contract is the 'start date' of the New Apprenticeship.
- 23.8 We will not pay You any Incentives for New Apprenticeships if Your claim for Incentives for New Apprenticeships is submitted to Us more than three (3) months after an amount becomes payable under this paragraph 23.
- 23.9 If We accept Your claim for Incentives for New Apprenticeships We may pay You the Incentives for New Apprenticeships in arrears.
- 23.10 You must exclude any periods of Suspension in Your Incentives for New Apprenticeships claims for payment.
- 23.11 If, in accordance with paragraph 23.12 the Supported Employee completes the New Apprenticeship early, You may claim the Incentives for New Apprenticeships for that year.
- 23.12 For the purposes of paragraph 23.11, a Supported Employee completes a New Apprenticeship early if You confirm in writing to Us that:
- a) the training provider and employer agree that the Supported Employee has

completed the trade/traineeship (eg formal training and on-the-job-competencies have been completed);

- b) the training provider has sent confirmation in writing to the relevant state/territory education department stating that the Supported Employee has completed the trade/traineeship; and
- c) the relevant state/territory education department has issued the Supported Employee with the relevant apprentice/trainee certificate and You have sighted such apprentice/trainee certificate.

## **24 Existing High Cost Worker Payment**

- 24.1 The Existing High Cost Worker Payment is a 'grandfathering' payment designed to protect the ongoing employment of workers whose support needs exceed the maximum Employment Maintenance Fee Funding Level 4 (see Item F1, Table 1 of the Schedule).
- 24.2 Existing High Cost Worker Payments are payable by Us to You when:
- an Outlet's average block grant price (ie under pre-CBF funding arrangements) exceeds the current CBF Employment Maintenance Fee Level 4;
  - the Supported Employee's DMI assessment resulted in an Employment Maintenance Fee of level 4 as at 1 July 2006; and
  - the Supported Employee was receiving Activities before 1 July 2004 and continued to receive Activities after 1 July 2006.
- 24.3 Supported Employees eligible to receive an Existing High Cost Worker Payment will be determined by Us (in our absolute discretion) and notified to You.
- 24.4 The amount of the Existing High Cost Worker Payment will be the difference between the Outlet's average block grant price (ie under pre-CBF funding arrangements) and Employment Maintenance Fee Level 4.
- 24.5 Eligible Supported Employees will continue to receive Existing High Cost Worker Payments until they no longer receive Activities from You. Eligibility for Existing High Cost Worker Payments are non-transferable between Outlets.
- 24.6 If a Supported Employee receiving Existing High Cost Worker Payments is Exited or Suspended and does not recommence within 12 months of the Exit or Suspension event, they are no longer entitled to Existing High Cost Worker Payments.
- 24.7 A Existing High Cost Worker Payment will not be paid while the Supported Employee is Suspended or Exited.
- 24.8 You cannot claim Work Based Personal Assistance Fees for Supported Employees receiving Existing High Cost Worker Payments.
- 24.9 Existing High Cost Worker Payments are payable monthly in arrears and paid in addition to Employment Maintenance Fees, as detailed at sub-Item F3.2 of the Schedule.
- 24.10 The Existing High Cost Worker Payments will cease if an Existing High Cost Worker, as a

result of a DMI Reassessment, is no longer assessed as an Employment Maintenance Fee Funding Level 4.

## 25 Privacy and Confidentiality

25.1 Clauses 14 and 15 of this Agreement outline these requirements.

25.2 In addition, you must ensure that an officer of your Outlet has explained to the Supported Employee or their advocate that their personal information provided is collected for the purpose of:

- a) determining access to and delivery of employment assistance under the *Disability Services Act 1986* through a service outlet.
- b) the Outlet passing some or all of their personal information to the Commonwealth Government, or to another organisation as directed by the Commonwealth Government.

25.3 You must also ensure that:

- a) any correspondence by electronic mail from You to Us contains no identifying Client information, such as names or Centrelink Reference Numbers; and
- b) only the Client ID or Case ID on FOFMS, as advised by Us to You, are used in electronic mail correspondence with Us.

## 26 Complaints

26.1 Business services are required to have complaints handling procedures in place as part of meeting the applicable disability standards under the *Disability Services Act 1986 (Cth)*.

26.2 The Complaints Resolution and Referral Service is also available to investigate complaints about Commonwealth Government funded disability employment assistance and advocacy services, as detailed at item P15 of the Schedule.

26.3 The National Abuse and Neglect Hotline is also available for service recipients by ringing 1800 880 052.

## 27 Contact Information - Where You can go for assistance

27.1 For FOFMS and technical queries You may contact the FOFMS Help Desk on **1800 020 283** or e-mail [FOFMS@facsia.gov.au](mailto:FOFMS@facsia.gov.au)

27.2 For help with the day-to-day management of cases and clients You can contact the CBF Help Desk on **1800 034 887** or email [Helpdesk.CBF@facsia.gov.au](mailto:Helpdesk.CBF@facsia.gov.au)

27.3 If You disagree with a position by Us relating to Your payments, or have any other queries, You may contact Your usual FaCSIA State/Territory Departmental Officer.

## **28 Annexures**

28.1 These Additional Procedures and Information contain the following Annexures:

**A** - The DEA Service Provider Gateway Guide;

**B** - DMI Guidelines;

**C** - DMI Reassessment Triggers Table;

**D** - FaCSIA Client Consent Form; and

**E** - Employment Assistance Plan template.