

SCHEDULE

You must comply with the FaCSIA Long Form Funding Agreement Terms and Conditions (Disability Employment Assistance Program – May 2007), the requirements of this Schedule and the Additional Procedures and Information.

Item A - Program (Clause 1 of Agreement)

A1 Name of Program

Disability Employment Assistance Program.

A2 Program Aims

To help people with a disability participate actively in community and economic life by supporting them in employment and/or related social and community activities.

Item B – Activity (Clause 3.1 of Agreement)

B1 Name of Activity

Provision of Employment Assistance services to people with disabilities:

B2 Activity Goals/Objectives

You must use Your best efforts to achieve the following goals/objectives:

- to meet any goals and objectives specified in the Performance Plans and other plans You are required to have in place under this Agreement; and
- to further the Objects of the *Disability Services Act 1986 (Cth)* as outlined in section 3 of that Act (extract provided at [Attachment 1](#) to this Schedule).
- to further the Principles and Objectives of the *Disability Services Act 1986 (Cth)* as outlined in section 5 of that Act (extract provided at [Attachment 2](#) to this Schedule).

B3 What You must do

You must do the following:

- B3.1** Your Business Service Outlet(s) must provide the Activity to people with disabilities, including the Target Group (as outlined in section 8 of the *Disability Services Act 1986 (Cth)* - extract provided at [Attachment 1](#) to this Schedule) in accordance with this Agreement including this Schedule and any attachments.
- B3.2** You must make information about Your Business Service(s) available and accessible to people with disabilities and their representatives. This information must be accurate, complete and current, including information contained on the Bizability website (or other such name as determined by Us).

- B3.3** You must implement and work in accordance with any “**Performance Plan**” required under this Agreement, as approved by Us, including:
- a Business Services Assistance Package (BSAP) Assistance Plan (using the Business Services Assistance Package (BSAP) Assistance Plan template as detailed at Attachment 4 to this Schedule);
 - a Wage Phase-in Plan (using the Wage Phase-in template as detailed at Attachment 5 to this Schedule); and/or
 - any other performance plan under this Agreement.
- B3.4** You must meet all applicable standards under the *Disability Services Act 1986 (Cth)* and/or the *Disability Services (Eligibility – Wage Phase-in Services and Targeted Support Services) Standards 2004* and hold and display Current Certificate(s) of Compliance stating that You meet all applicable standards.
- B3.5** You must pay your Supported Employees wages in accordance with sub-Item P8 of this Schedule.
- B3.6** You must meet the Key Performance Indicators at sub-Item B5 of this Schedule.
- B3.7** You must comply with and meet any obligations included in the Additional Procedures and Information under this Agreement.
- B3.8** You must comply with all electronic notices and directions We make to You related to Your performance of the Activity(ies) under this Agreement, including notices and information contained in *disAbility e-news* publications.

B4 When You must do it

B4.1 Activity Period

You must start the Activity(s) on the Start Date and complete it by 30 June 2010.

This is the "Activity Period".

[Please note that the End Date of the Agreement (at Item N of this Schedule) is later than the completion date for the Activity, to allow for the completion of certain obligations under this Agreement, such as provision of certain reports, after the Activity(ies) is completed.]

B4.2 When You must do certain things

You must do the following things on or by the following dates:

- provide the Activity to people with disabilities at all times during the Activity Period in accordance with this Agreement, including its Schedule, attachments and any Additional Procedures and Information;
- work in accordance with the outcomes detailed in Your Performance Plans(s) at all times during the Activity Period;

- meet all applicable disability services standards under the *Disability Services Act 1986 (Cth)*, and hold, and have displayed, Your Current Certificate(s) of Compliance stating that You meet all applicable standards at all times during the Activity Period; and
- meet all Key Performance Indicators outlined in sub-Item B5 of this Schedule at all time during the Activity Period.

B5 How We will measure Your performance of the Activity

B5.1 We will measure Your performance of the Activity(ies) against the following indicators (“**Key Performance Indicators**” or “**KPIs**”).

(a) For Employment Assistance services:

- meeting all applicable standards as determined by the *Disability Services Act 1986 (Cth)*, and/or the *Disability Services (Eligibility – Wage Phase-in Services and Targeted Support Services) Standards 2004*;
- each Outlet must be operating at 90% or more of their Outlet Capacity at all times;
- at least 50% of each of Your Outlet’s Supported Employees reach an Employment Outcome at all times;
- no more than 40% of Your Outlet’s Supported Employees Exit Your Outlet within a 12 month period (excluding any periods of Suspension);
- meeting all outcomes, deliverables, milestones included in Your BSAP Assistance Plan (if applicable); and
- meeting all outcomes, deliverables and milestones included in Your Wage Phase-in Plan (if applicable).

B5.2 If We are not satisfied (a matter to be determined by Us in Our absolute discretion) with Your performance under the Agreement, and/or against these Key Performance Indicators, without limiting any other action We may take under the Agreement, We may take any of the actions available to Us under Clause 18 and/or Item P7 of this Schedule.

Item C - Specified Personnel (Clause 3.1 (d) of Agreement)

None specified.

Item D - Form of acknowledgement of Our support (Clause 5 of Agreement)

The form of acknowledgement of Our support is as follows:

“The provision of employment assistance services to people with disabilities is funded by the Australian Government under the Disability Employment Assistance Program.”

Item E - Reports (Clause 7.4 of Agreement)

E1 You must provide these Reports

E1.1 You must provide the Reports as specified in the Table at sub-Item E3 of this Schedule.

E1.2 You must provide Us a Census Report(s) in accordance with any direction We issue You in relation to the Census Report.

E1.3 You must provide Us with one (1) hard copy and one (1) electronic copy of the Census Report in Microsoft Word and/or Microsoft Excel format, unless otherwise specified by Us.

E2 You must provide Annual and Final Audited Financial Acquittal Reports

E2.1 You must provide Us with two (2) Annual Audited Financial Acquittal Reports and one (1) Final Audited Financial Acquittal Reports in accordance with this sub-Item E2.

E2.2 Each Annual and Final Audited Financial Acquittal Report must contain:

- (i) a statement of compliance by You, certified by Your Authorised Officer, that You have applied all Funding under this Agreement for the provision of the Activity and strictly in accordance with this Agreement;
- (ii) a statement by an Approved Auditor:
 - a. confirming that, in its opinion, that all Funding under this Agreement has only been expended by You for the provision of the Activity and strictly in accordance with this Agreement; and
 - b. identifying the amount of any unexpended BSAP or Wage Phase-in Funding in the first Annual Audited Financial Acquittal Report; and
- (iii) a full copy of Your audited financial statements prepared in accordance with Australian Accounting Standards for the financial years covered by this Agreement, and as outlined in the table in sub-Item E3 of this Schedule; and
- (iv) any other information that We notify You must be included.

E2.3 You must provide Us with one (1) hard copy and one (1) electronic copy in Microsoft Word and/or Microsoft Excel format of each Annual and Final Audited Financial Acquittal Reports.

E3 When You must provide Reports

You must provide Us with the Reports at the following times:

Report	Due Date
Reports required in accordance with any of the following plan templates: <ul style="list-style-type: none">▪ Wage Phase-in Plan; and▪ BSAP Assistance Plan.	In accordance with these plans, or as otherwise notified by Us.

Report	Due Date
Annual Audited Financial Acquittal Reports for. <ul style="list-style-type: none"> ▪ 1 July 2007 to 30 June 2008; and ▪ 1 July 2008 to 30 June 2009. 	<ul style="list-style-type: none"> ▪ 30 September 2008; and ▪ 30 September 2009.
Final Audited Financial Acquittal Report for. <ul style="list-style-type: none"> ▪ 1 July 2009 to 30 June 2010. 	<ul style="list-style-type: none"> ▪ 30 September 2010.
Census Reports for: <ul style="list-style-type: none"> ▪ 1 July 2007 to 30 June 2008; ▪ 1 July 2008 to 30 June 2009; and ▪ 1 July 2009 to 30 June 2010. 	As notified by Us.
Any other Reports that We may require.	As notified by Us.

E4 Failure to provide Reports

If you fail to provide any Report(s) under this Agreement, We may take any of the actions available to Us under this Agreement at Clause 18 and/or sub-Item P7 of this Schedule.

Item F - Payment of Funding (Clause 8 of Agreement)

F1 Total amount of Funding

F1.1 The total amount of Funding payable to You for **Employment Assistance services** is based on the total number of Supported Employees You provide Activities to, Your Outlet Capacity, the relevant DMI level of Funding and the Case Based Funding payments outlined in Table 1 “Case Based Funding Core Fees” and Table 2 “Case Based Funding Additional Fees” below.

Table 1 Case Based Funding Core Fees (all prices are GST exclusive)

Core Fee	Amount	
Intake Fee	\$545	
Employment Assistance Fee (or Pre-DMI Fee) (per month, for up to 12 months)	\$545 (up to a maximum of \$6,540)	
Employment Maintenance Fee:	Amount Per Month	Amount Per Annum
• Level 1	\$320	\$3,840
• Level 2	\$545	\$6,540
• Level 3	\$815	\$9,780
• Level 4	\$1,085	\$13,020

Table 2 Case Based Funding Additional Fees (all prices are GST exclusive)

Additional Fee	Amount		
Work Based Personal Assistance	Either: <ul style="list-style-type: none"> • \$27.15 per hour where the work based personal assistance is provided by an Approved Support Worker from within the Outlet; or • \$36.20 per hour where the work based personal assistance is purchased from a second agency, is provided up to a maximum of 10 hours per week or 40 hours over a four week period.		
Incentives for New Apprenticeships	<ul style="list-style-type: none"> • \$115 when the Supported Employee accumulates 4 weeks working in a New Apprenticeship; • \$230 when the Supported Employee accumulates 13 weeks working in a New Apprenticeship; and • \$345 for each year that the Supported Employee works in a New Apprenticeship. 		
Rural and Remote Service Supplement	ARIA Classification:	Amount Per Month	Amount Per Annum
	<ul style="list-style-type: none"> • Highly Accessible: 	Nil.	Nil.
	<ul style="list-style-type: none"> • Accessible: 	\$1,295	\$15,540
	<ul style="list-style-type: none"> • Moderately Accessible: 	\$2,585	\$31,020
	<ul style="list-style-type: none"> • Remote: 	\$3,880	\$46,560
<ul style="list-style-type: none"> • Very Remote: 	\$5,170	\$62,040	
Existing High Cost Worker's Payment	An amount in excess of CBF Employment Maintenance Fee Level 4, as determined by Us in Our absolute discretion, and in accordance with the Additional Procedures and Information.		

F1.2 The value ascribed to the Case Based Funding payments in Tables 1 and 2 under this sub-Item F1 may be increased by Us, by notice given at least 20 Business Days before the change is to take effect. Any such increase or decrease to the value ascribed to the Case Based Funding payments under this sub-Item F1.2 is not a variation to this Agreement under Clause 27 of this Agreement.

F1.3 To avoid doubt, no Funding for Employment Assistance services will be made by Us under this Agreement after 20 Business Days following the completion of the Activity and We will not be obliged to pay any additional Funding to You under any circumstances.

F1.4 The total amount of Funding payable to You for **BSAP Assistance** is detailed in Your BSAP Assistance Plan (if applicable).

F1.5 The total amount of Funding payable to You for **Wage Phase-in** services is detailed in Your Wage Phase-in Plan (if applicable).

F1.6 The total amount of Funding payable to You after a Certification Body provides Us with a completed Quality Assurance (QA) certification and/or surveillance audit report is outlined in the following Table of FaCSIA QA Certification and Surveillance Payments. The amount We will pay You is based on the number of Outlets to be audited by the Certification Body, which is a sample of the total number of Outlets within Your Organisation.

Table of FaCSIA QA Certification and Surveillance Payments (GST exclusive)

Total Number of Outlets within Organisation (including Head Office)	Certification Payment (excluding GST)	Surveillance Payment (excluding GST)
1	\$7,500	\$3,750
2	\$9,000	\$4,750
3	\$10,500	\$5,750
4	\$10,500	\$5,750
5	\$10,500	\$5,750
6	\$12,000	\$6,750
7	\$12,000	\$6,750
8	\$12,000	\$6,750
9	\$12,000	\$6,750
10	\$12,000	\$6,750

F1.7 The payment amount for Organisations with more than 10 Outlets will increase according to the number of Outlets, as determined by Us

F1.8 An additional payment may also be made for each rural and remote Outlet audited, that has an ARIA classification of Moderately Accessible, Remote or Very Remote, as detailed in Attachment 3 to this Schedule, as follows:

- (i) \$2,000 (excluding GST) for certification audits; and
- (ii) \$1,500 (excluding GST) for surveillance audits.

F1.9 Your Outlet and/or Your Supported Employees may be eligible for Case Based Funding Core Fees and/or Case Based Funding Additional Fees. Eligibility for these Fees is determined by Us in accordance with this Agreement and the Additional Procedures and Information.

F2 Amounts which You must treat as Funding for certain purposes (Clause 1.1 of the Agreement, definition of "Funding")

Despite Clause 9.3 of the Agreement, You may continue to maintain Case Based Funding that has not been committed at the completion date of the Activity.

F3 When payments will be made to You (Clause 8.1 of Agreement)

F3.1 If You comply with the terms of this Agreement, We will make payments of the Funds to You when You achieve the milestones set out in this Agreement and the Additional Procedures and Information. We will only make the payments if You do the things related to those payments to Our satisfaction (as determined in Our absolute discretion).

F3.2 We will make payments in arrears to You, and should be received by You within five Business Days of the dates detailed below:

- (i) Intake Fee – paid after a Supported Employee’s Intake Assessment is completed and authorised on FOFMS (“**Case Anniversary Date**”), in accordance with paragraph 13 of the Additional Procedures and Information;
- (ii) Employment Assistance Fee – commences one (1) month after the Intake Assessment is authorised on FOFMS. Monthly Employment Assistance Fees may be payable in arrears for up to 12 months on the Supported Employee’s Case Anniversary Date, in accordance with paragraph 14 of the Additional Procedures and Information;
- (iii) Employment Maintenance Fee – paid one (1) month after the DMI assessment is authorised on FOFMS. Monthly Employment Maintenance Fees are payable in arrears on the Supported Employee’s Case Anniversary Date, in accordance with paragraph 16 of the Additional Procedures and Information;
- (iv) Work Based Personal Assistance Fee – paid after a correctly completed claim for Work Based Personal Assistance Fees is received by Us, in accordance with paragraph 22 of the Additional Procedures and Information;
- (v) Incentives for New Apprenticeships – paid after a correctly completed claim for Incentives for New Apprenticeships is received by Us, in accordance with paragraph 23 of the Additional Procedures and Information;
- (vi) Rural and Remote Service Supplement - paid monthly in arrears in accordance with paragraph 21 of the Additional Procedures and Information; and
- (vii) Existing High Cost Worker Payment - paid monthly in arrears in addition to Employment Maintenance Fees in accordance with paragraph 24 of the Additional Procedures and Information.

F3.3 The payments We make to You will only be based on the Funding described in sub-Item F1 of this Schedule.

F3.4 Without limiting Our rights under this Agreement, or any of Our other legal rights, You agree that We are not required to pay You any amount where the claim to which that amount relates was first submitted to Us three (3) months or more after it was due in accordance with this Agreement and that, in such case:

- (i) You must not make any claim, or seek any relief, at law or in equity against Us arising out of or in connection with this sub-Item F3.4; and
- (ii) You must continue to perform all of Your obligations under this Agreement.

F3.5 If a payment has been made under the Agreement and We determine within 12 months that, in Our opinion, the event or circumstance to which the payment relates, other than the completion or submission of a claim, did not in fact occur, the payment to which the event or circumstance relates immediately becomes a debt due to Us, and be treated as a “Recoverable Amount” for the purposes of Clause 9.3 of this Agreement.

F4 Timing of payment and invoicing

The date for payment is up to and including 30 days after, unless otherwise specified in this Agreement:

- (a) We issue You with a Recipient Created Tax Invoice pursuant to Clause 11.6 of this Agreement; or
- (b) You provide us with a Claim for Payment.

If We do not issue You with a Recipient Created Tax Invoice, You must provide us with a Claim for Payment which must:

- (c) subject to Clause 11.5, be a tax invoice, as defined in the GST Act, if the supply is a Taxable Supply; and
- (d) include:
 - 1) the name of the Activity;
 - 2) Your name and if applicable ABN;
 - 3) name of the Departmental Officer;
 - 4) the amount of Funds to be invoiced;
 - 5) a description of the part of the Activity the payment relates to; and/or
 - 6) any other information, including prescribed forms for Work Based Personal Assistance Fees and Incentives for New Apprenticeships, that We determine is required for a payment.

F5 Your Authorised Deposit-Taking Institution Account details (Clause 8.3 of Agreement)

The details of Your authorised deposit-taking institution account are as follows:

Institution and Branch: [Insert]
Account Name: [Insert]
Account Number: [Insert]

Item G - Financial Security (Clause 8.7 of Agreement)

Not Applicable.

Item H - Budget (Clause 9.5 of Agreement)

Not Applicable.

Item I - Assets (Clause 10 of Agreement)**I1 Application of Clause 10 of Agreement**

Clause 10 only applies if Your BSAP Assistance Plan and/or Wage Phase-in Plan under this Agreement includes the purchase of Assets with Funding.

I2 Approved Assets (see Clause 10.2 of Agreement)

Not Applicable.

I3 Assets which We own

Not Applicable.

I4 Assets Register

Not Applicable.

Item J - Intellectual Property (Clause 13.1 of Agreement)

Not applicable.

Item K - Confidential information (Clause 14 of Agreement)

Not Applicable.

Item L - Insurance requirements (Clause 17 of Agreement)

You must have the following insurance:

- (a) Public Liability for not less than \$10 million for each and every claim;
- (b) Workers' compensation as required by law;
- (c) Compulsory third party and comprehensive insurance for all motor vehicles that You acquire with the Funding; and
- (d) Professional Indemnity for not less than \$5 million per claim and in the aggregate, in a year.

Item M - Approved subcontractors (Clause 23.1 (b) of Agreement)

None specified at the time of execution.

Item N - End Date of this Agreement (Clause 24 of Agreement)

The End Date for this Agreement is 31 October 2010.

Item O - Addresses (Clause 32 of Agreement)**O1 Our Departmental Officer**

Name: [Insert name of Departmental Officer]

Postal Address: [Insert details]

Street Address: [Insert details]

Email Address: [Insert details]

Telephone: [Insert details]

Facsimile: [Insert details]

O2 Your Project Manager

Name: [Insert name of Project Manager]

Position/Title: [Insert details]

Postal Address: [Insert details]

Street Address: [Insert details]

Email Address: [Insert Details]

Email Address for RCTIs: [Insert Details]

(if no separate RCTI email address notified, then We will email all RCTIs to Your Project Manager)

Telephone: [Insert details]

Facsimile: [Insert details]

Item P - Additional Obligations under Supplementary Conditions (Clause 3.3 of Agreement)**P1 Your obligations if the Activity or any part of the Activity relates to Vulnerable Persons**

P1.1 Prior to engaging any Person in relation to the Activity, or any part of the Activity You must

a) conduct a Police Check for that Person;

b) confirm that the Person is not prohibited under a law of the Commonwealth, State or Territory from being employed or engaged in any capacity where they may have contact with Vulnerable Persons; and

- c) comply with all other requirements of applicable laws of the Commonwealth, State or Territory in which the Activity or part of the Activity is being conducted in relation to employment of Persons or engagement of Persons in any capacity where they may have contact with Vulnerable Persons.

P1.2 You warrant that You have complied with sub-Item P1.1.

P1.3 The warranty in sub-Item P1.2 is repeated every time You engage any Person in relation to the Activity, or any part of the Activity.

P2 Persons with a Serious Record or Criminal or Court Record

P2.1 You must not engage a Person where the Police Check for that Person states that they have a Serious Record.

P2.2 You must not engage a Person where the Police Check for that Person states that they have a Criminal or Court Record unless You have conducted and documented a risk assessment for that Person.

P2.3 You will be wholly responsible for conducting the risk assessment, assessing the outcome of the risk assessment and making any decision to engage a Person to work on the Activity, or part of the Activity who has a Criminal or Court Record.

P3 Your obligations while a Person is engaged

P3.1 If, following the engagement of a Person, that Person is:

- a) charged with a Serious Offence, You must comply with all applicable laws in the State or Territory in which the Activity or part of the Activity is being conducted in relation to Persons working in or acting in any capacity where they may have contact with Vulnerable Persons; or
- b) convicted of a Serious Offence You must remove them from working in any position or acting in any capacity in relation to the Activity or any part of the Activity.

P3.2 If, following the engagement of a Person, that Person is either charged or convicted of any Other Offence You must:

- a. conduct and document a risk assessment of that Person within 24 hours of becoming aware of that Person being charged or convicted of any Other Offence in compliance with P2.2 and P2.3 in order to allow that Person to continue performing the Activity or any part of the Activity; and
- b. document the actions You will take as a result of conducting a risk assessment of that Person.

P4 Evidence on request

P4.1 You must promptly provide, if We so require from You, satisfactory evidence that You have complied with the requirements of sub-Items P1, P2 and P3.

P5 Obligations in subcontracts

P5.1 You must reflect Your obligations under this Item P in all subcontracts You enter into in relation to the Activity or part of the Activity.

P6 Definitions

In this Item P:

1. **“Child”** or **“Children”** means an individual or group of individuals under the age of 18;
2. **“Criminal or Court Record”** means any record of any Other Offence;
3. **“Other Offence”** means a conviction, finding of guilt, on-the-spot fine for, or court order relating to relating to:
 - a) an apprehended violence or protection order made against the Person;
 - b) one or more traffic offences involving speeding more than 30 kilometres over the speed limit, injury to a person or damage to property; or
 - c) a crime or offence involving the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance;
 - d) a crime or offence involving violence against or the injury, but excluding the death of a person.
4. **“Person”** means each of Your officers, employees, contractors and volunteers;
5. **“Police Check”** means a formal inquiry made to the relevant police authority in a State or Territory and designed to obtain details of an individual’s criminal conviction or a finding of guilt in each State and Territory of Australia and in all non-Australian jurisdictions known to You where the Person has resided;
6. **“Serious Record”** means a conviction or any finding of guilt for a Serious Offence;
7. **“Serious Offence:”** means:
 - a) a crime or offence involving the death of a person;
 - b) a sex-related offence or a crime, including offences of sexual assault against an adult or minor, child pornography, or an indecent act involving a minor; or
 - c) a crime or offence involving dishonesty, fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services;
8. **“Vulnerable Person”** means:
 - a) a Child or Children; and

- b) an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm of exploitation by reason of age, illness, trauma or disability, or any other reason.

P7 Additional actions available to Us under this Agreement

P7.1 This sub-Item P7 applies in addition to Clause 18 of this Agreement, and without limiting any other action We may take under the Agreement.

P7.2 If We, in Our absolute discretion, determine that You have not complied with any aspect of, or not met Your performance under this Agreement, including Your response to any written notices, directions or questions from Us, We may take any or all of the following actions:

- a) state Our concerns to You in writing, in a series of questions about Your performance, which You must answer in writing within 10 Business Days, outlining the reasons for not meeting Your performance;
- b) issue a written direction to You that You take certain specific actions or measures to improve Your performance and/or aimed at addressing any non-compliance, within a period of time specified by Us;
- c) direct You not to Start any further Supported Employees;
- d) reduce Your Outlet Capacity;
- e) Exit a Supported Employee by notice to You, or direct You to Exit a Supported Employee;
- f) Suspend a Supported Employee by notice to You, or direct You to Suspend a Supported Employee;
- g) not provide any further payments to You, or certain further payments, under this Agreement, until We consider that You have complied with this Agreement;
- h) adjust any subsequent Funding You may receive to take into account the shortfall in meeting Your obligations, requirements and/or performance under this Agreement, consistent with Clause 9.3(d) of this Agreement;
- i) issue You with a written direction specifying that all or a proportion of Your Funding, or any unexpended, or uncommitted Funding paid to You under this Agreement to be a debt due to Us, and be treated as a “Recoverable Amount” for the purposes of Clause 9.3 of this Agreement; and/or
- j) terminate this Agreement in accordance with Clause 18.

P8 Wage payments to Your Supported Employees

P8.1 You must pay Your Supported Employees wages applicable to their Employment situation in accordance with:

- a) KPI 9.1 of the Disability Employment Standards, as approved by Us; and/or
- b) in the case of a Wage Phase-in service, KPI 9.1 of the *Disability Services (Eligibility – Wage Phase-in Services and Targeted Support Services) Standards 2004*, as approved by Us. As required by Us, a plan (using the Wage Phase-in Plan template at Attachment 5 of this Schedule) agreed under the *Disability Services (Eligibility – Wage Phase-in Services and Targeted Support Services) Standards 2004*, including a timeframe, must be attached to the Agreement.

P8.2 For Wage Phase-in services, if an award is made which binds You and which provides for different wage assessment tools, this Agreement will be reviewed with a view to facilitating adoption of such other award wage assessment tool in respect of the Supported Employee, provided the proposed tool meets the requirements of Standard 9 of the *Disability Services (Eligibility – Wage Phase-in Services and Targeted Support Services) Standards 2004*. Such a review may include changes in future funding of the Recipient if the change in wage assessment tool results in a change in costs.

P9 Additional obligations relating to Business Services Assistance Package (BSAP) Funding

P9.1 You agree to meeting the requirements for BSAP Assistance, which are set down in Your BSAP Assistance Plan.

P9.2 You agree that the Commonwealth is not liable for any business decisions taken by You based on the recommendations of a Full Capability Review and implemented by You using BSAP funding received from Us.

P10 Additional obligations relating to Your Financial Viability, Constitution and Legal Status

P10.1 In accordance with Clause 4 of the Agreement:

- a) You warrant that You are solvent and financially viable at all times during the Activity Period;
- b) You warrant that Your Constitution is not, and will not become, inconsistent with this Agreement;
- c) You will notify Us within 10 Business Days of any amendments to Your Constitution which may, in Your reasonable opinion, affect Your eligibility for the Funding or capacity to comply with this Agreement; and
- d) You must advise Us in writing if You intend to change Your legal status.

P11 Additional obligations relating to Client Consents

P11.1 You agree:

- a) to use Your best endeavours to obtain signed consents, in a form consistent with sub-Item P11.2, from persons to whom You are providing the Activities;
 - i. when they first request assistance;
 - ii. before the Intake Assessment is authorised in FOFMS;

- iii. at the time You perform a DMI Reassessment for them; and/or
- iv. if they have not previously provided such a consent;

and to provide such consents to Us where directed by Us;

- b) to ensure that individuals who refuse to provide a signed consent are generally informed of Our requirements for such disclosure under this Agreement, and that You must document the reasons stated by the individual for refusing to provide a signed consent;
- c) if directed by Us, to transfer Your records (or a copy of them) about an individual to Us or another organisation which provides Activities under the Program;
- d) to obtain the mutual agreement of both the individual and another organisation which provides Activities under the Program, before making any transfer of Your records (or a copy of them) about that individual to that other organisation for the purpose of that organisation providing Activities to the individual; and
- e) that Your obligations to retain records under this Agreement are not limited by this sub-Item P11.

P11.2 The client consents You obtain must be consistent with the FaCSIA Client Consent form available in FOFMS. You must capture client consents using this form, or ensuring that Your client consent forms include as a minimum the requirements contained in the FaCSIA Client Consent form.

P12 Additional obligations relating to varying this Agreement

P12.1 Despite Clause 27 of this Agreement, if Your Funding is provided under the Act, We may, without Your consent, vary the terms and conditions of the agreement if, in accordance with section 15 of the Act, the Minister varies the terms and conditions of the grant of financial assistance under Part II of the Act.

P12.2 Despite Clause 27 of the Agreement, We may, at Our absolute discretion, vary any aspect of, or replace, the Additional Procedures and Information from time to time, without Your consent, provided they are not inconsistent with the Agreement. Any such variation or replacement thereof, is immediately incorporated as a variation to the Additional Procedures and Information as part of this Agreement.

P12.3 We will notify You within 20 Business Days of any variation to the Agreement made under this sub-Item P12.

P13 Your relationship with Your Outlets

P13.1 You must deliver the Activities through the Outlets, including providing the Activities through the Offices of those Outlets.

P13.2 You must ensure that the Activities are provided through the Outlets (and the Offices of those Outlets) to Your Supported Employees.

- P13.3 Any of Your obligations relating to the operation of this Agreement may be performed by an Outlet or Office, where, in Your reasonable opinion, this would be necessary and appropriate, and consistent with those obligations.
- P13.4 You must ensure that no Activities are provided by an Office of any Outlet which was not established as at the Agreement Start Date, unless We notify You of Our permission to do so.
- P13.5 If an Office or Outlet is a separate legal entity to You and it performs any of Your obligations under this Agreement, You will not be relieved of any of Your obligations or liabilities under this Agreement and You will be responsible for the actions of the Office or Outlet and their officers, employees, agents and subcontractors (and their officers, employees and agents).

P14 Electronic facilities and equipment You need

- P14.1 To receive Funding under this Agreement, You must have a computer that, as a minimum, has:
- a) a secure operating system (for example Windows 2000 or Windows XP);
 - b) internet browser software - Netscape 7.02 or Internet Explorer 5.01* (*5.5 if using Microsoft Windows ME operating system);
 - c) a high-speed network connection (for example, ISDN, ADSL). A suggested minimum of 56kbps network bandwidth per active work-station is recommended;
 - d) an internet service provider;
 - e) an internet email account;
 - f) a screen resolution of 800 x 600dpi; and
 - g) any other requirements in accordance with the Additional Procedures and Information.

P15 Complaints Resolution and Referral Service

- P15.1 At the time when You provide information and advice to Supported Employees about making complaints, You must also give them information about the Complaints Resolution and Referral Service (CRRS).
- P15.2 You must cooperate with the CRRS and Us to resolve complaints. In accordance with Clause 7 of the Agreement, cooperation must include, if requested by Us or CRRS:
- a) providing any relevant documentation to CRRS or Us related to the complaint (including policy and procedures, records, etc.);
 - b) allowing staff from the CRRS to access Your premises to inspect relevant records; and/or
 - c) allowing Your Supported Employees and Your staff to be interviewed by CRRS staff.

P15.3 You must also assist and allow Your Supported Employees to access advocacy support to deal with a complaint.

P16 Access Guarantee

P16.1 The “**Access Guarantee**” means that You agree that no Existing Workers in Your Business Services Outlet(s) will, as a result of the Disability Reforms, lose their employment or have their Current Support Arrangements altered without the written informed consent of the Existing Worker or their advocate/family/carer.

P16.2 If needed, in Our opinion and in accordance with the Business Services Assistance Package, We will provide additional support and funding to help You meet the Access Guarantee in sub-Item P16.1.

P17 Referral process

P17.1 You must comply with the referrals process for people referred directly to You or through Centrelink, as outlined in the DEA Service Provider Gateway Guide at Annexure A to the Additional Procedures and Information.

P17.2 You acknowledge that You may not, and We give no warranty or commitment that You will, receive any referrals.

P17.3 If We expend all the Funding We have budgeted for the Activity before the completion date of the Activity is reached, We may instruct You:

- a) not to accept the referral of any person from Centrelink; and
- b) not to apply to Centrelink to Start any person,

and You must comply with any instruction so provided.

P17.4 You are not obliged to accept, or provide Activities to a person referred by Centrelink where We have first instructed You under this sub-Item P17 that this is not to be done and You will not receive any Funding if You do so.

P17.5 You must, on the acceptance of a referral or the approval of a Supported Employee under this sub-Item P17, place and retain on Your file for that Supported Employee the advice from Centrelink advising of the referral or approval, and send to Centrelink any form required to be sent in accordance with the Additional Procedures and Information.

P17.6 You agree to give priority of access to people with disabilities in the Target Group.

P17.7 You agree that You must not commence providing Activities to a person if to do so would cause You to exceed the Outlet Capacity of an Outlet, except as permitted by sub-Item 20 of this Schedule.

P17.8 Subject to sub-Item P17.9 below, We will only pay You Funding for a Supported Employee if they have exited from any other Commonwealth-funded program which funds the provision of Activities (being activities/services of the same or similar nature as the Activities) to people with disabilities.

P17.9 An exception to sub-Item P17.8 above applies where a Supported Employee of Yours seeks employment through an open employment service, or in such other circumstances as outlined in the Additional Procedures and Information. In such cases, We may continue to pay You Funding in respect of that Supported Employee in accordance with the Additional Procedures and Information.

P18 Employment Assistance Plan

P18.1 You agree to:

- a) prepare a plan ("**Employment Assistance Plan**") for each Supported Employee that Starts with You; and
- b) after the Employment Assistance Plan has been prepared, to deliver the Activity to the Supported Employee in accordance with it and this Agreement.

P18.2 As a minimum, the Employment Assistance Plan must:

- a) comply with the Disability Employment Standards;
- b) comply with the Additional Procedures and Information;
- c) outline the planned employment goals of the Supported Employee;
- d) be revised as required by the circumstances of the Supported Employee or the Additional Procedures and Information; and
- e) be signed by a representative of the Outlet and the Supported Employee (or the Supported Employee's advocate or representative).

P18.3 You acknowledge that the Employment Assistance Plan is not a contract.

P19 You must not charge for the Activity

P19.1 You must not charge, or to permit Your Outlets or any Officers to charge, Supported Employees any fee of any kind which is directly or indirectly related to the provision of Activities under this Agreement.

P19.2 For the avoidance of doubt, You may, in accordance with sub-Item P19.1 impose a charge, on a strict reimbursement of costs basis only, for services unrelated to the Activity, such as transport services. However, it is a breach of this sub-Item P19.1 if You make the purchase of any such services by the Client a prerequisite or requirement for the provision of the Activity, or to in any way create that impression.

P20 Outlet Capacity

P20.1 The "**Outlet Capacity**" for each of Your Outlets is set out in Attachment 3 to this Schedule.

P20.2 You must ensure that You do not provide Activities to Supported Employees at any Outlet, at any one time, that exceeds the Outlet Capacity.

P20.3 The Outlet Capacity for each of Your Outlets may be added to, or subtracted from, as provided under this sub-Item.

- P20.4 If a Client is returning from Suspension, You may treat the Outlet Capacity for the relevant Outlet as including a further number, not exceeding 10 per cent of the amount listed in Attachment 3 to this Schedule for that Outlet, or 1 place, whichever is the greater, to accommodate all Supported Employees to whom this sub-Item P20.4 applies.
- P20.5 If, in an Outlet, for the total Supported Employees You are assisting, You report more than half with a primary psychiatric disability, then, unless We instruct You otherwise, You may treat the Outlet Capacity for that Outlet as including a further number, which must:
- a) be reasonably justified on the statistics reported by You; and
 - b) cannot exceed 20 per cent of the Outlet Capacity number in Attachment 3 for the Outlet.
- P20.6 Sub-Item P20.5 is an alternative to sub-Item P20.4 and if You rely on one of these sub-Items, You cannot rely on the other during the term of this Agreement.
- P20.7 We may also, for any reason and in Our absolute discretion, direct that the Outlet Capacity of any, or all, of Your Outlets:
- a) be limited to the number of Clients to whom the Outlet is currently providing Services at the time of that direction; or
 - b) may be increased or decreased by an amount advised by Us.
- P20.8 A direction under sub-Item P20.7 may be specified to apply to any period of time during this Agreement, or to the remainder of the Agreement.
- P20.9 Without limiting Our other rights under this Agreement, if We consider (in Our absolute discretion) that You are not using Your allocated Outlet Capacity then We may use any of the remedies available to Us under sub-Item P7 of this Schedule.

P21 Exits and Suspensions

- P21.1 A Supported Employee leaves the Program ("**Exits**") if they, for any reason in accordance with the Additional Procedures and Information, cease receiving the Activity from You and advice of the Exit has been submitted by You to Us, and the advice has been accepted by Us.
- P21.2 You must immediately notify Us of an Exit in accordance with the Additional Procedures and Information if sub-Item P21.1 applies.
- P21.3 We may also notify You that the Client has been Exited in accordance with reasons provided in the Additional Procedures and Information.
- P21.4 We will make no payment for any Activities that are provided to a Supported Employee that has Exited.
- P21.5 If We determine (in Our absolute discretion) that You should have notified Us of an Exit because of an event or circumstance in sub-Item P21.1, or We have Exited a Supported Employee under sub-Item P21.8, any payments made to You since the date

of that event or circumstance immediately becomes a debt due to Us and be treated as a “Recoverable Amount” for the purposes of Clause 9.3 of this Agreement.

- P21.6 You must Suspend a Supported Employee if they are temporarily unable to continue receiving the Activity from You ("**Suspension**"), in accordance with the Additional Procedures and Information. You must not Suspend a Supported Employee for any other reason than that it is requested by the Supported Employee or that it is in their best interests (a matter to be determined by Us).
- P21.7 You must immediately notify Us of a Suspension in accordance with the Additional Procedures and Information if sub-Item P21.6 applies.
- P21.8 Without limiting Our other rights under this Agreement, if We consider, for any reason (whether or not a reasonably held suspicion or opinion) that You are no longer providing the Activity to a Supported Employee, then We may Exit or Suspend the Supported Employee by notice to You, or direct You to Exit or Suspend the Supported Employee, in accordance with sub-Item P7 of this Schedule.
- P21.9 If a Supported Employee is Exited by one of Your Outlets, they may recommence with the same Outlet in accordance with the processes in the Additional Procedures and Information. To avoid doubt, You will only be entitled to payments as described in the Additional Procedures and Information in relation to Exits. This sub-Item P21.9 does not apply if the Supported Employee Starts with an outlet of another organisation receiving funding under the Program.

P22 Assessment and Classification of payment levels and the DMI

- P22.1 Case Based Funding provides Funding to Outlets on the basis of each individual Supported Employee’s disability-related employment support requirements.
- P22.2 You must assess Supported Employees to determine their individual support needs in accordance with the Disability Maintenance Instrument (**DMI**), used to determine the Employment Maintenance Fee level of Funding while You support the person to maintain Employment beyond 13 weeks.
- P22.3 On completion of a Supported Employee’s assessment under the Disability Maintenance Instrument, You must authorise the completed assessment in accordance with the Additional Procedures and Information.
- P22.4 We will score the information supplied by the Disability Maintenance Instrument assessment for the Supported Employee and, based on the derived score, a payment classification level will be returned to You for them. We will determine the classification of Your payment levels.
- P22.5 You agree that information about the process for the assessment and classification of payment levels under this Agreement and the Additional Procedures and Information, or any reassessment is Confidential Information and will not be disclosed to You except as allowed by the Additional Procedures and Information.
- P22.6 If You come into possession of such Confidential Information about the process for the assessment and classification of payment levels, including a clearly inadvertent

disclosure by Us, You must return that information to Us immediately and retain no copy of it.

- P22.7 You agree that, unless expressly permitted, an assessment (or reassessment) or classification of payments under this Agreement or the Additional Procedures and Information will be made in Our absolute discretion and there is no appeal or review process for assessments (or reassessments) or classifications
- P22.8 Despite this clause, You may make details of completed DMI assessments relating to a Supported Employee available to them if requested by them, but may not release any copy of those assessments without Our permission.
- P22.9 We may conduct random audits to verify information submitted to Us by You for assessments, including the DMI and related files, which support the information in the DMI. For the purpose of audits under this sub-Item P22.9, We may exercise any of Our rights of entry and inspection under Clause 7.3 of this Agreement. Where applicable under the Additional Procedures and Information, We may also require these audits (if applicable) to be independently audited.

P23 DMI Reassessments

- P23.1 You must, if instructed by Us to do so complete a DMI reassessment ("**Department Initiated DMI Reassessment**") at any time because of a reason in the applicable Reassessment Triggers Table ("**Reassessment Trigger**") in accordance with the Additional Procedures and Information.
- P23.2 Without limiting sub-Item P23.1, We may instruct You to complete a DMI Reassessment ("**Department Initiated DMI Reassessment**") after two (2) years from the previous DMI assessment or as instructed in the Additional Procedures and Information.
- P23.3 When You are instructed to complete a Department Initiated DMI Reassessment, You must submit to Us, within three months of such instruction, a DMI Reassessment for each Supported Employee to which the reassessment relates and complying with the Additional Procedures and Information.
- P23.4 You may also request a DMI reassessment ("**Organisation Initiated DMI Reassessment**") in accordance with the Additional Procedures and Information if, in Your reasonable opinion, there has been a demonstrable change in an Supported Employee's support circumstances because of a Reassessment Trigger, other than a Reassessment Trigger for a Department Initiated DMI Reassessment.
- P23.5 We will notify You of the outcome of any reassessment.
- P23.6 If a reassessment by Us results in a change in the Employment Maintenance Fee made to You for a Supported Employee, the new Employment Maintenance Fee will only apply to the next monthly payment after the reassessment is made.
- P23.7 To avoid doubt, a reassessment has no retrospective effect and will not be backdated to any point in time, including to the date of the reassessment.

P23.8 You may later request another Organisation Initiated DMI Reassessment for the same Supported Employee if it complies with the requirements provided in Additional Procedures and Information.

P24 Signing by Supported Employees

P24.1 The Parties acknowledge that if a form states that it be signed by both a Supported Employee (or their advocate or representative) and Your representative, to avoid doubt, the form is not a contract.

P24.2 You must not, and You must ensure that Your Officers do not, sign a form under this Agreement as the Supported Employee's advocate, under any circumstances whatsoever.

P25 We may publish Outlet information

P25.1 You acknowledge that the identity and performance of Your Outlets may be published by Us by any means.

P26 Additional Procedures and Information

P26.1 You must comply with the procedures, requirements and information contained in the Additional Procedures and Information document as referenced by this sub-Item P26 and contained within this Agreement.

P27 Acknowledgement and Promotion

P27.1 In accordance with Clauses 4, 5 and 12.4 of this Agreement, You must, in all publications, and in all promotional, publicity and advertising Materials or activities of any type undertaken by or on behalf of You relating to the Activities or this Agreement in any way:

- (a) comply with any promotion and style guidelines issued by Us from time to time;
- (b) use badging and signage provided by or approved by Us; and
- (c) deliver to Us (at Our request and at Your own cost) copies of all promotional, publicity and advertising Materials You have developed under this Agreement.

Item Q - Conflict of Interest Policy (Clause 20.2 of Agreement)

Not Applicable.

List of Attachments to the Schedule

Attachment 1: Objectives and Target Group under the *Disability Services Act 1986 (Cth)*.

Attachment 2: Principles and Objectives under the *Disability Services Act 1986 (Cth)*.

Attachment 3: Organisation and Outlet Details.

Attachment 4: Business Service Assistance Package (BSAP) Assistance Plan template.
(if applicable)

Attachment 5: Wage Phase-in Plan template.
(if applicable)

Attachment 1 to the Schedule

DISABILITY BUSINESS SERVICES

Objectives and Target Group under the *Disability Services Act 1986 (Cth)*

Section 3 + 8, Part II, Division 1

Section 3 - Objects

- (1) The objects of this Act are:
 - (a) to replace provisions of the *Handicapped Persons Assistance Act 1974*, and of Part VIII of the *Social Security Act 1947*, with provisions that are more flexible and more responsive to the needs and aspirations of persons with disabilities;
 - (b) to assist persons with disabilities to receive services necessary to enable them to work towards full participation as members of the community;
 - (c) to promote services provided to persons with disabilities that:
 - (i) assist persons with disabilities to integrate in the community, and complement services available generally to persons in the community;
 - (ii) assist persons with disabilities to achieve positive outcomes, such as increased independence, employment opportunities and integration in the community; and
 - (iii) are provided in ways that promote in the community a positive image of persons with disabilities and enhance their self-esteem;
 - (d) to ensure that the outcomes achieved by persons with disabilities by the provision of services for them are taken into account in the granting of financial assistance for the provision of such services;
 - (e) to encourage innovation in the provision of services for persons with disabilities; and
 - (f) to assist in achieving positive outcomes, such as increased independence, employment opportunities and integration in the community, for persons with disabilities who are of working age by the provision of comprehensive rehabilitation services.
- (2) In construing the objects and in administering this Act, due regard must be had to:
 - (a) the limited resources available to provide services and programs under this Act; and
 - (b) the need to consider equity and merit in accessing those resources.

Section 8 - Target group etc.

- (1) The target group for the purposes of this Part consists of persons with a disability that:
 - (a) is attributable to an intellectual, psychiatric, sensory or physical impairment or a combination of such impairments;
 - (b) is permanent or likely to be permanent; and
 - (c) results in:
 - (i) a substantially reduced capacity of the person for communication, learning or mobility; and
 - (ii) the need for ongoing support services.
- (2) Where a service is provided predominantly for persons included in the target group, the service shall be taken, for the purposes of this Part, to be provided for persons in the target group notwithstanding that the service is also provided for some persons who are not included in the target group.

Attachment 2 to the Schedule

DISABILITY BUSINESS SERVICES

Principles and Objectives under the *Disability Services Act 1986 (Cth)*

Section 5, Part II, Division 1

Section 5 Principles, objectives and guidelines

- (1) The Minister must formulate principles and objectives to be furthered and guidelines to be complied with in the administration of this Act.

PRINCIPLES AND OBJECTIVES FOR THE PURPOSES OF SECTION 5

Accompanying the Disability Services Act is a statement of Principles and Objectives which underline the Disability Services Program. They are to be used as broad measures in evaluating the range of services assisted by the Commonwealth.

PRELIMINARY

1. In this Schedule, unless the contrary intention appears "advocate" means a person who assists
 - (a) people with disabilities, or
 - (b) the families of people with disabilities, to represent their interests

"programs" means programs for people with disabilities administered by the Commonwealth pursuant to the Disability Services Act 1986 (the Act); and .

"services" means services provided to people with disabilities and includes rehabilitation programs provided under Part III of the Act.

PRINCIPLES

2.

- (1) People with disabilities are individuals who have the inherent right to respect for their human worth and dignity.
- (2) People with disabilities, whatever the origin, nature, type and degree of disability, have the same basic human rights as other members of Australian society.
- (3) People with disabilities have the same rights as other members of Australian society to realise their individual capacities for physical, social, emotional and intellectual development.
- (4) People with disabilities have the same right as other members of Australian society to services which will support their attaining a reasonable quality of life.
- (5) People with disabilities have the same right as other members of Australian society to participate in the decisions which affect their lives.
- (6) People with disabilities receiving services have the same right as other members of Australian society to receive those services in a manner which results in the least restriction of their rights and opportunities.
- (7) People with disabilities have the same right of pursuit of any grievance in relation to services as have other members of Australian society.

DISABILITY BUSINESS SERVICES

Principles and Objectives under the *Disability Services Act 1986 (Cth)*

Section 5, Part II, Division 1

These Principles may be translated into objectives for service delivery as follows:

3.

- (1) Services should have as their focus the achievement of positive outcomes for people with disabilities, such as increased independence, employment opportunities and integration into the community.
- (2) Services should contribute to ensuring that the conditions of the every-day life of people with disabilities are the same as, or as close as possible to, norms and patterns which are valued in the general community.
- (3) Services should be provided as part of local co-ordinated service systems and be integrated with services generally available to members of the community, wherever possible.
- (4) Services should be tailored to meet the individual needs and goals of the people with disabilities receiving those services.
- (5) Programs and services should be designed and administered so as to meet the needs of people with disabilities who experience a double disadvantage as a result of their sex, ethnic origin, or Aboriginality.
- (6) Programs and services should be designed and administered so as to promote recognition of the competence of, and enhance the image of, people with disabilities.
- (7) Programs and services should be designed and administered so as to promote the participation of people with disabilities in the life of the local community through maximum physical and social integration in that community.
- (8) Programs and services should be designed and administered so as to ensure that no single organisation providing services shall exercise control over all or most aspects of the life of a person with disabilities.
- (9) Organisations providing services, whether those Services are provided specifically to people with disabilities or generally to members of the community, should be accountable to those people with disabilities who use their services the advocates of such people, the Commonwealth and the Community generally for the provision of information from which the quality of their service can be judged.
- (10) Programs and services should be designed and administered so as to provide opportunities for people with disabilities to reach goals and enjoy lifestyles which are valued by the community generally and are appropriate to their chronological age.
- (11) Services should be designed and administered so as to ensure that people with disabilities have access to advocacy support where necessary to ensure the adequate participation in decision-making about the services they receive.
- (12) Programs and services should be designed and administered so as to ensure that appropriate avenues exist for people with disabilities to raise and have resolved any grievances about services.
- (13) Services should be designed and administered so as to provide people with disabilities with, and encourage them to make use of, avenues for participating in the planning and operation of services which they receive and the Commonwealth and organisations should provide opportunities for consultation in relation to the development of major policy and program changes.
- (14) Programs and services should be designed and administered so as to respect the rights of people with disabilities to privacy and confidentiality.

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By CHRISTOPHER JOHN HURFORD,
the Minister of State for Community Services.