



Australian Government

Department of Social Services

OPERATIONAL GUIDELINES

Disability Employment Assistance

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Acronyms and Abbreviations

ADE	Australian Disability Enterprise
ARIA	Accessibility Remoteness Index of Australia
CBF	Case Based Funding
CRRS	Complaints Resolution and Referral Service
DEA	Disability Employment Assistance
DES	Disability Employment Services
DMI	Disability Maintenance Instrument
DSS	Department of Social Services
EHCW	Existing High Cost Worker
FOFMS	DSS Online Funding Management System
RRSS	Rural and Remote Service Supplement
NDIA	National Disability Insurance Agency
NDIS	National Disability Insurance Scheme
WBPA	Work Based Personal Assistance

Definitions

‘Act’ means the *Disability Services Act 1986* (Cth).

‘Activity Performance Indicators’ (‘APIs’) means the performance indicators detailed at Item B of the Schedule.

‘Activity tested social security payment’ means:

- a) Newstart Allowance;
- b) Youth Allowance;
- c) Special Benefit; or
- d) Parenting Payment.

‘Advocate’ means a person acting on behalf of a Supported Employee. This person cannot be employed by the Outlet or Organisation, or be a signatory for the Outlet or Organisation.

‘Aims’ for the purposes of Employment Assistance Phase, means a Supported Employee commits to and intends working the minimum hours.

‘Agreement’ means a legally binding funding Agreement between an ADE and the Commonwealth and includes the Schedule and Supplementary Conditions and, where incorporated by reference, references in these Guidelines.

‘Approved Support Worker’ for the purposes of Work Based Personal Assistance, means a person who:

- a) holds a Certificate III in Disability Work; or
- b) has industry specific training in the provision of personal care; or
- c) is a registered nurse (or with equal qualifications) who is qualified to administer medical interventions.

‘ARIA’ means the Accessibility Remoteness Index of Australia as 'sponsored' by the Department of Health.

‘Australian Disability Enterprise’ (‘ADE’) has the same meaning as ‘supported employment services’ under Section 7 of the Act.

‘Authorise’ means the Status of an Intake Assessment, DMI Assessment or DMI Reassessment on FOFMS is at ‘Authorised’.

‘Business Operating Day’ for the purpose of Employment Assistance Phase means the normal operating times of your Outlet.

‘Case’ means the record on FOFMS that identifies a Supported Employee’s period of Employment in an ADE.

‘Case Anniversary Date’ means the date of each month Case Based Funding payments will be made for a Supported Employee. It is derived from the Intake Completion Date of a Case on FOFMS.

‘Case Base Funding’ (‘CBF’) means the type of payment to your organisation paid by us for the delivery of the Activity to people with disability in a supported employment environment.

‘CBF Helpdesk’ means the DSS help desk available via telephone or email to assist you with any Case Based Funding queries.

‘Certificate of Compliance’ has the same meaning as in section 6A of the Act.

‘Certification Body’ has the same meaning as in section 6A of the Act.

‘Client Record’ means a Supported Employee’s details contained on FOFMS.

‘Client Consent and Information Form’ means the form provided on the FOFMS Literature Tab.

‘Complaints Resolution and Referral Service’ (‘CRRS’) means the ‘National Disability Complaints Resolution and Referral Service’ which investigates complaints about Australian Government funded disability employment services and advocacy services.

‘Completed’ for the purpose of an Intake Assessment, DMI Assessment or DMI Reassessment means an Intake Assessment, DMI Assessment or Reassessment with a Completed status on FOFMS.

‘DEA Audit and Compliance Strategy’ means the strategy described in Paragraph 4 of the Guidelines.

‘DSS-Initiated DMI Reassessment’ means a DMI Reassessment undertaken when directed by DSS.

‘disAbility e-news’ means the online publication of that name issued by us.

‘Disability Employment Assistance’ has the same meaning as the Activity in the National Disability Insurance Scheme Transition Programme Guidelines.

‘Disability Maintenance Instrument’ (‘DMI’) means the assessment mechanism used to determine the work-related support needs of a Supported Employee.

‘Disability Maintenance Instrument (DMI) Guidelines’ means a set of DMI Guidelines issued by us to assist you to complete the DMI Assessment and available on the FOFMS Literature Tab.

‘DMI Assessment’ means an assessment of the work-related needs of a Supported Employee, including supports required to be provided or purchased, which is designed to capture disability-related employment support needs only.

‘DMI Reassessment’ means a reassessment of the work related needs of a Supported Employee, including supports required to be provided or purchased, which is, designed to capture disability-related employment support needs only.

‘DMI Reassessment Triggers Table’ means the list of circumstances under which a DMI Reassessment can be conducted.

‘Draft’ means the status of a Case on FOFMS before the Intake Assessment is Authorised.

‘Employ and Employed’ means to engage an individual in Employment.

‘Employment’ means Work in an Australian Disability Enterprise that:

- a) complies with minimum standards and conditions established by Commonwealth, State or Territory law; and
- b) is at a wage determined under an applicable:
 - i. award;
 - ii. special wage permit;
 - iii. certified agreement;
 - iv. individual employment contract or workplace agreement; or
 - v. any other industrial instrument or decision,

and which, in our opinion, is a reasonable industrial instrument for you to apply in the circumstances for all cases to which Paragraph (a) and (b) apply.

Employment does not include:

- i. periods during which the Supported Employee is on leave or receiving workers’ compensation payments.
- ii. other unpaid activities including work experience, graduated return to work, work trials, work experience and workplace training or assessment.

‘Employment Assistance’ means providing appropriate support and services to people with disability to enable each individual to fully participate in employment in a suitable work environment.

‘Employment Assistance Fee’ means the payment by that name set out in the Agreement.

‘Employment Assistance Phase’ means the period of time from the Start date of the Supported Employee’s Case on FOFMS during which the Outlet is assisting the Supported Employee to achieve an Employment Outcome.

‘Employment Assistance Plan’ (‘EAP’) means a plan which reflects the employment goals of the Supported Employee. The plan should incorporate strategies for the achievement of their goals through a training, development and support plan. The plan is agreed between the Organisation and the Supported Employee, and their Advocate if necessary.

‘Employment Assistance Services’ means providing support in the workplace to a Supported Employee of yours, which is directly relevant to their Employment and results in them being paid a wage from you.

‘Employment Maintenance Fee’ means the payment by that name set out in the Agreement.

‘Employment Maintenance Phase’ means the period of time after a Supported Employee achieves an Employment Outcome during which any Employment-related assistance,

service or intervention funded by the Outlet or directly provided by the Outlet helps a Supported Employee maintain Employment.

‘Employment Outcome’ means 13 cumulative weeks of Employment for a minimum of 8 hours per week achieved within 12 months of the Supported Employee’s Intake Assessment.

‘Existing High Cost Worker’ means a Supported Employee who:

- a) is receiving Employment Assistance Services from a Australian Disability Enterprise that receives less funding under Case Based Funding as determined by us at our absolute discretion; and
- b) was being supported by you under previous (block grant) funding arrangements on 1 July 2004 prior to their transition to Case Based Funding; and
- c) was assessed by the DMI at CBF Employment Maintenance Fee Level 4 as at 1 July 2006.

‘Existing High Cost Worker Payment’ means the payment by that name set out in the Agreement..

‘FOFMS’ means the DSS online funding management system.

‘Grant Agreement Manager’ means the contact person as specified at Item L of the Schedule.

‘Immediately’ means on the same day.

‘Intake Assessment’ means the assessment you Complete and Authorise on FOFMS for each Supported Employee in accordance with Paragraph 19 of the Guidelines.

‘Intake Completion Date’ means the date a Supported Employee has their Intake Assessment authorised on FOFMS and a Supported Employee’s Start and Case Anniversary Date.

‘Intake Fee’ means the payment by that name set out in the Agreement.

‘Jobs in Jeopardy’ means a Supported Employee’s personal circumstances have changed which impacts on their ability to access their current ADE place of employment and there are no vacancies available at the ADE which can provide employment to the Supported Employee.

‘Job Seeker’ means a person who is not yet a Supported Employee.

‘jobactive’ means the Australian Government’s employment services that supports job seekers and employers funded by the Australian Government Department of Employment.

‘Location’ means the locations as specified in Item B of the Schedule.

‘National Disability Insurance Scheme’ has the same meaning as in the *National Disability Insurance Scheme Act 2013*.

‘Officer’ includes any employee, agent, subcontractor (or its employee, agent or subcontractor) or volunteers of your organisation.

‘Open Employment’ means assistance provided by a jobactive organisation or a Disability Employment Service to assist people with disability to gain and maintain employment with another entity or organisation in the open employment market or self-employment. Open Employment can also mean the person with a disability has found Work in the open employment market or self-employment without assistance from jobactive or a Disability Employment Service.

‘Operational Guidelines Disability Employment Assistance’ (the Guidelines) means this document as varied from time to time.

‘Organisation Initiated DMI Reassessment’ is a DMI Reassessment requested by the Organisation, Supported Employee their parent or carer as per the DMI Guidelines.

‘Outlet’ means any location in which you undertake the Activity for Supported Employees, including work crews, and/or contract labour arrangements as specified as a location under Item B.3 to the Schedule.

‘Outlet Capacity’ is the maximum number of Places we agree to fund at your Outlet as set out at Item B.3 of the Schedule.

‘Places’ refers to the maximum number of Supported Employees that can make up your Outlet Capacity at an Outlet.

‘Quality Assurance’ means the certification system that Certification Bodies use to independently audit Australian Disability Enterprises against the *Disability Services Act (National Standards for Disability Services) Determination 2014*.

‘Reassessment Trigger’ means a trigger as outlined in the DMI Reassessment Trigger Table in the DMI Guidelines.

‘Return from Suspension’ means the situation where a Supported Employee’s Case record is Returned from Suspension on FOFMS, or the Case record is restarted on FOFMS within 12 months of Exiting the same ADE.

‘Rural and Remote Service Supplement’ means the payment by that name set out in the Agreement.

‘Start’ for a Supported Employee means having a Case Started on FOFMS in accordance with these Guidelines.

‘Stretch Capacity’ provides a means for Supported Employees returning from Suspension or Exits to return to their Outlet by temporarily increasing the Outlet Capacity in an Outlet as outlined in these Guidelines.

‘Support Staff’ in the context of the Activity Performance Indicators at Item B.3 of the Schedule, means any person employed by your Outlet who provides direct work based employment support to a Supported Employee, consistent with the delivery of the Activity under Item B.3 of the Schedule.

‘Supported Employment Services’ has the same meaning as in section 7 of the Act.

‘Supported Employee’ means a person with disability whom you employ in the Australian Disability Enterprise and provide the Activity for in accordance with the Agreement.

‘Suspension’ means a period longer than one month and less than 12 months when the Supported Employee is absent from work or not able to work the minimum of eight hours per week and the Supported Employees Case is Suspended on FOFMS.

‘Target Group’ has the same meaning as in Section 8 of the Act.

‘WA NDIS My Way’ means the Western Australian State Government’s NDIS My Way model which commenced in the Lower South West location on 1 July 2014, with Cockburn and Kwinana joining on 1 July 2015.

‘Work’ means any exertion of effort by the Supported Employee to produce a product or to provide a service at the Outlet and which is directly related to the Supported Employee being paid a wage.

‘Work Based Personal Assistance’ means additional assistance provided to Supported Employees who, due to their physical or neurological disability or medical condition, require additional assistance in Employment from an Approved Support Worker who provides personal assistance with feeding to mouth (transfer of food/liquid to the supported employee’s mouth) or feeding by tube or personal hygiene, such as care of catheter or toileting support; and/or who administers medical intervention.

‘Work Based Personal Assistance Fees’ means the payment by that name set out in the Agreement.

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1. Introduction

- 1.1. The *Operational Guidelines Disability Employment Assistance* (the Guidelines) provide an overview of the operational framework for delivering supported employment services and form the basis of the funding relationship between the Department of Social Services (DSS) and Australian Disability Enterprises (ADEs) (the service providers).
- 1.2. The Agreement between DSS and each Australian Disability Enterprise (ADE) refers to certain parts of the Guidelines. The Guidelines should be read in conjunction with the National Disability Insurance Scheme Transition (NDIST) Programme Guidelines.
- 1.3. ADEs should refer to the NDIST Programme Guidelines for further information on the Programme Outcome, Aims and Objectives and details of the Disability Employment Assistance – Australian Disability Enterprises Activity.
- 1.4. The Guidelines may be updated from time to time. It is the responsibility of each ADE to ensure they are familiar with the content and requirements of the current version of the Guidelines.

2. The National Disability Insurance Scheme

- 2.1. Funding for supported employment provided by ADEs is gradually being made available through the National Disability Insurance Scheme (NDIS) as it rolls out across Australia. As this occurs, funding will reduce under the Agreement. The Supplementary Conditions of the Agreement sets out:
 - a) You cannot accept a new Supported Employee who meets the age and residency requirements for the NDIS;
 - b) Existing Supported Employees must be exited once you become aware a Supported Employee has a plan in effect under section 37 of the *National Disability Insurance Scheme Act 2013*.
- 2.2. The Agreement also sets out your responsibilities in ensuring you assist the transition to the NDIS.
- 2.3. Details about the NDIS can be found on their website at www.ndis.gov.au.

3. The WA NDIS My Way Model

- 3.1. The WA NDIS My Way model is also being trialled in the Lower South West from 1 July 2014 and Cockburn-Kwinana from 1 July 2015.
- 3.2. Supported employment in the WA NDIS My Way areas is currently an ‘in-kind’ arrangement. This means ADEs will continue to receive funding for supported employment under this Activity for clients who are assessed as eligible under the WA NDIS My Way model.
- 3.3. Any transition process for WA NDIS My Way will be sought by variation to the Agreement.

4. Quality Strategy and the Audit and Compliance Strategy

Quality Strategy for Disability Employment

- 4.1. The Quality Strategy includes a quality assurance system. It requires services funded under the Act to be independently assessed and certified as complying with the *Disability Services Act 1986* and instruments made under that Act including the *Disability Services Act (National Standards for Disability Services) Determination 2014*. All disability employment services must meet the requirements of the independent quality assurance system to receive funding under the Agreement.

- 4.2. Information on the Quality Strategy for Disability Employment is available on the [DSS website](#).

DEA Audit and Compliance Strategy

- 4.3. The DEA Audit and Compliance Strategy is one of a range of tools used to facilitate continuous quality improvements for the services provided to people with disability. The Audit and Compliance Strategy allows us to manage potential fraud and compliance risks. The findings from the Strategy will help to identify areas of compliance weakness and areas to improve business processes, policy and system controls.
- 4.4. We may conduct audits to verify information submitted by ADEs including the DMI Assessments and related files. For the purpose of audits under Paragraph 4.3 we may provide 10 Business Days' notice to gain physical access to your premises and exercise any of our rights of inspection under Clause 5 of the standard Terms and Conditions of the Agreement.
- 4.5. We may also require these audits to be independently reviewed.

5. Eligibility Requirements

- 5.1. Any documentary evidence used to determine an individual's eligibility for Employment Assistance in an ADE must be retained on the Supported Employee's file.
- 5.2. A person is eligible to be a Supported Employee if they meet the requirements as specified under Supplementary Condition 5 of the Schedule.
- 5.3. The "target group" as set out in section 8 of the *Disability Services Act 1986* 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.
- 5.4. Neither the Agreement nor the Act sets out a formal assessment process to determine a person's disability status. However it is expected that reasonable evidence will need to be gathered to determine if a person meets these requirements.
- 5.5. Such evidence may include reports/assessments from medical or other specialists (general practitioner/specialist, physiotherapist, rehabilitation practitioners and psychiatrists). Reports or other records on participation in treatment/rehabilitation programs, school based assessments or reports and interviews with the person and those providing care or support to the person.

6. Accessing an ADE

New job seekers

- 6.1. The process to access ADE services is different for job seekers depending on whether or not the job seeker is in receipt of an activity tested social security payment including:
- a) Newstart Allowance;

- b) Youth Allowance;
 - c) Special Benefit; or
 - d) Parenting Payment.
- 6.2. If an ADE needs to contact their local Department of Human Services (DHS) office to verify a job seeker's income support arrangements or other personal information, the ADE will need to obtain the job seeker's consent to comply with its privacy obligations under the Agreement.

Non-activity tested jobseekers

- 6.3. A direct registration pathway applies to job seekers who are not in receipt of an activity tested social security payment.
- 6.4. This means the job seeker can go directly to an ADE to request services without needing to be referred by DHS.
- 6.5. For job seekers who are receiving a social security payment that is not an activity tested social security payment the ADEs should contact DHS about the placement in an ADE, where the ADE obtains the job seeker's consent to comply with its privacy obligations under the Agreement. This is that DHS is aware of the current ADE referral in case the job seeker is offered referral to other services.
- 6.6. DHS's role in direct registration with an ADE can include:
- advising the job seeker about local providers, if approached by the job seeker;
 - assisting the ADE with parts of the direct registration process, such as confirming or creating a Centrelink Reference Number (CRN) or confirming whether the job seeker is receiving an activity-tested payment; and
 - providing advice to the ADE about circumstances that may affect the job seeker's eligibility for a particular service.

Activity-tested job seekers

- 6.7. If a job seeker is in receipt of an activity tested social security payment the job seeker must be referred by DHS.
- 6.8. If the job seeker has a current and valid assessment which recommends referral to an ADE, DHS makes a referral in accordance with this assessment where appropriate.
- 6.9. An Employment Services Assessment (ESAt) or a Job Capacity Assessment (JCA) is used by DHS to inform decisions regarding income support payments and participation requirements.
- 6.10. If a referral to an ADE has been made by DHS as a participation requirement for a job seeker's activity tested social security payment, the ADE should contact DHS and advise, where the job seeker has provided consent to do so, the outcome of the referral (i.e. whether the job seeker is placed in employment with the ADE; there are no places currently available and waitlisted for future employment; or the job seeker is not accepted for ADE services).
- 6.11. If a referred job seeker is on a waitlist and then placed in employment at a later date ADEs should contact DHS when this occurs.
- 6.12. If a person receiving a DHS payment is exited from the ADE for any reason, the ADE should also advise DHS so that the referral is finalised.

For new job seekers as the NDIS rolls out

- 6.13. New job seekers cannot become a Supported Employee where they meet the residence requirements and the age requirements under the NDIS. Those requirements are set out in sections 22 and 23 of the *National Disability Insurance Scheme Act 2013* and the *National Disability Insurance Scheme (Becoming a Participant) Rules 2013*. The purpose of this requirement is to facilitate transition to the NDIS by ensuring that, if a person can make an access request to become a participant under the NDIS, the person should seek support under the NDIS rather than directly through funding provided by the Department to ADEs.

7. Consent and privacy

- 7.1. You agree to use your best endeavours to obtain Supported Employee Consent for disclosing personal information about them to the Department and DHS as relevant in accordance with your obligations under the Agreement and the *Privacy Act 1988*:
- a) prior to providing the Activity (i.e. when a Supported Employee first requests assistance from you or before the intake Assessment is Authorised on FOFMS); and
 - b) when you perform a DMI Reassessment; and
 - c) if one year has elapsed since Consent was last sought; or
 - d) if the client has not previously provided Consent;
 - e) if we direct you to obtain consent;
 - f) in other circumstances described in section 6 of the Guidelines where personal information may be disclosed as relevant to activity tested social security payments; or
 - g) in circumstances to assist the transition to the NDIS, specifically to determine when a Supported Employee has a plan in effect under section 37 of the *National Disability Insurance Scheme Act 2013*.
- 7.2. The Supported Employee Consents you obtain must be consistent with the Client Consent and Information Form available on Literature tab on FOFMS. When using the Client Consent Information Form you must insert your ADE name and contact details into the header.
- 7.3. You should ensure that a Supported Employee understands that providing consent for the disclosure of personal information is voluntary. The Supported Employee must be aware of the implications of providing or withholding consent, for example, access to a service may be denied if consent is not given to the collection of a specific item of personal information. You should inform and explain the matters set out in the Client Consent Information and Consent Form for the Support Employee.
- 7.4. Individuals should be made aware of the potential implications of withdrawing consent, such as the possibility of not being able to continue to access a service.
- 7.5. If you are unable to obtain Supported Employee Consent, contact your DSS Grant Agreement Manager to discuss the reasons why the Supported Employee withheld consent and a possible solution to how the Supported Employee can access supported employment when consent is withheld.
- 7.6. If you are unable to obtain Supported Employee Consent, you are required to document your attempts and the reasons why in the Supported Employee's file.
- 7.7. When obtaining Supported Employee Consent you are required to ensure you have explained to the Supported Employee or their Advocate the purposes for the use and

collection of their personal information including where the personal information will be used or collected for:

- a) Determining access to and delivery of disability employment assistance under the *Disability Services Act 1986* (Cth) through your Outlet;
- b) Your Outlet disclosing some or all of the client's personal information as listed in the Client Consent Information to DSS, or to another contracted service provider when they commence providing the client with disability employment assistance; and
- c) DSS disclosing, from time to time, the client's personal information to other government departments, government authorities (including NDIA) and researchers for evaluation, research and reporting purposes.

Signing by Supported Employees

- 7.8. You and your Officers are not permitted to sign a form under the Agreement on behalf of a Supported Employee, under any circumstances.

8. Enhancing Performance

- 8.1. The NDIS is the new way of providing individualised support for eligible people with permanent and significant disability. The changes that are required to existing disability support systems are significant.
- 8.2. ADEs will need to ensure the services they provide are based on flexibility, choice, individualisation and customer driven outcomes. Individualised funding is likely to ultimately mean consumers will be looking for services offering the best working conditions, flexibility, choice and best value for their funding dollars.
- 8.3. There are a number of areas where ADEs can focus resources to ensure they become one of these employers of choice for people with disability including:
 - a) Providing opportunities to move into mainstream employment;
 - b) Reducing reliance on DSS funding by building robust thriving commercial businesses;
 - c) Employing trained and skilled support staff;
 - d) Providing appropriate training for people with disability; and
 - e) Maximising hours of employment and not restricting hours of employment based solely on the minimum employment outcome of eight hours per week.

9. Wages and hours of work

Hours of work

- 9.1. A Case Based Funding Place is considered a full-time employment place. All Supported Employees should be given the opportunity to have hours of work based on their tailored individual needs and not predetermined by ADEs. Business and skills requirements may also play a part in determining the hours Supported Employees are capable of working.
- 9.2. We recognise that many people with disability choose part-time hours for flexibility and to accommodate health problems (including mental health) and other personal concerns such as transportation and mobility issues.
- 9.3. You must not restrict the hours of employment to a person with a disability based solely on the minimum employment outcome.

- 9.4. When a Supported Employee's choice is to access an increase in hours of work this must be included in their Employment Assessment Plan as outlined in Paragraph 16.
- 9.5. To meet this obligation ADEs will need to develop robust business structures and financial controls that enable the generation of sufficient income to cope with peaks and troughs in the demand for goods and services. The ADE's strategic business plan should ensure Supported Employees can access the working hours they feel capable of undertaking, regardless of demand.

Entering Weekly Wages and Hours on FOFMS

- 9.6. At a minimum, weekly wages and hours must be entered in the client's Case record in FOFMS before the DMI is started and updated every six months thereafter to reflect any changes in weekly hours or wages.

10. Acknowledgement and Promotion

- 10.1. The following wording is to be used to acknowledge the financial support of DSS:
Funded by the Australian Government Department of Social Services
- 10.2. In circumstances where funding is also received from other sources for Supported Employment, the words 'part funded' may be used.

11. ADE Responsibilities and Accountabilities

Your Outlet's obligations and relationship

- 11.1. Requirements about Outlets are set out in the Supplementary Conditions.
- 11.2. The Activity must only be provided for a Supported Employee at the Outlet specified against their Case on FOFMS.
- 11.3. Only one Outlet can receive CBF payments for supporting a Supported Employee at any one time.
- 11.4. Any information provided by you or your Officers must be true, accurate, complete and not misleading in respect of all material.
- 11.5. You must immediately notify us of any relevant matters affecting services Funded by us including any serious allegations or matters referred to investigatory bodies including the police, any complaints bodies or any regulatory bodies including the Australian Securities and Investments Commission (ASIC).

You must not charge fees

- 11.6. You must not charge a Supported Employee a fee of any kind to which is directly or indirectly related to the provision of the Activity.
- 11.7. You may impose a charge, on a strict reimbursement of costs basis only, for services unrelated to the Activity, such as transport services. You are not permitted to make the purchase of any such services by the Supported Employee a prerequisite or requirement for the provision of the Activity, or to in any way create that impression.

Information about your ADE

- 11.8. Information about your Australian Disability Enterprise needs to be made available and accessible to people with disability and their representatives. This information should be accurate, complete and current.

12. Case Based Funding (CBF)

- 12.1. CBF is an outcomes based funding model where funding is paid based on Supported Employees' individual assessed relative support needs and the agreed number of places (or Outlet Capacity) each Outlet is allocated.
- 12.2. CBF payments are made to you via FOFMS. If we identify that you have received incorrect payments, we can use FOFMS to recover such payments by off-setting the recovered amount against your future payments, where this is consistent with the Terms and Conditions.
- 12.3. You can only apply and accept CBF payments for people with disability assisted in Supported Employment consistent with the Agreement, where you are the employer, and the person with disability receives ongoing Employment in your Outlet.

Spending of Funding

- 12.4. CBF is only to be used for the Activity under Item B.3 of the Schedule.
- 12.5. You may allocate CBF resources between Supported Employees to achieve employment for all your 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) providing other Supported Employees with more assistance than the amount of CBF paid by us in respect of them.
- 12.6. If you do not spend the CBF allocated to a particular Supported Employee you must allocate the Funding to another Supported Employee to help them maintain Employment.

13. Payment of Funding

- 13.1. The total amount of Funding payable to you is explained in the Schedule and Supplementary Conditions.
- 13.2. Timing of payment is set out in the Schedule and Supplementary Conditions.
- 13.3. 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.
- 13.4. We will not pay you Funding for a person who has a plan in effect under section 37 of the *National Disability Insurance Scheme Act 2013*.
- 13.5. You cannot claim payments from us if you are receiving payments for a person through the NDIS.
- 13.6. We will make payments to you when you achieve the milestones set out in the Agreement to our satisfaction.

14. CBF Model

- 14.1. When a person with disability is seeking Employment, they can present directly to you or via DHS.
- 14.2. You must then:
 - Confirm they can be a Supported Employee as defined in Supplementary Condition 5.
 - Check you have a vacant Place in your Outlet (Outlet Capacity) to assist the person and eligibility requirements are met.

- On accepting a Supported Employee for Employment, seek their Consent as described in Paragraph 7 for the disclosure of their personal information.
 - Create both a Client Record (if required) and a Case on FOFMS. Follow the DEA Task Cards on the FOFMS Literature Tab.
 - Authorise the Intake Assessment on FOFMS. This will start the Case and you will receive the Intake Fee. Each month the Supported Employee remains in Employment you will receive an Employment Assistance Fee until the Supported Employee's DMI Assessment is Authorised, or for a maximum of 12 months.
- 14.3. If a Supported Employee is unable to achieve an Employment Outcome within 12 months of the Intake Completion Date, you must Immediately Exit the Supported Employee's Case on FOFMS.
- 14.4. You must collect, record and keep evidence of the support provided to, or purchased for, the Supported Employee for 13 weeks corresponding to achieving an employment outcome. This evidence is used to complete the DMI Assessment and must be consistent with the DMI Guidelines available on the FOFMS Literature Tab.
- 14.5. When the Supported Employee has achieved an Employment Outcome, you must Complete and Authorise a DMI Assessment on FOFMS immediately. The DMI Assessment results determine the Employment Maintenance Fee payable in respect of the Supported Employee.
- 14.6. You will receive an Employment Maintenance Fee each month you continue to provide the Activity to the Supported Employee.
- 14.7. You must then:
- Complete an Employment Assistance Plan with the Supported Employee within the first four months of Employment.
 - Arrange Work Based Personal Assistance Assessment and support if required/requested from the Supported Employee (or the Supported Employee's Advocate or representative).
- 14.8. If the Supported Employee's circumstances change, as outlined in the DMI Reassessment Triggers Table, you may complete a DMI Reassessment.
- 14.9. A Supported Employee may Exit the Outlet at any time. If this occurs, you must immediately Exit the Supported Employee's Case on FOFMS.
- 14.10. Exited Supported Employees may re-enter the same Outlet if there is available Outlet/Stretch Capacity, or Start at a new Outlet if there is available Outlet Capacity.
- 14.11. You must Suspend or Exit the Case on FOFMS as per the Suspension and Exit rules contained in these Guidelines.

15. Transitioning to the NDIS

- 15.1. You must Exit Supported Employees immediately you become aware they have a plan in effect under section 37 of the *National Disability Insurance Scheme Act 2013*.
- 15.2. You might become aware when we tell you or when you find out directly from the Supported Employee.
- 15.3. You must use "Transition to NDIS" as the Status Change Reason on FOFMS when you Exit the Case.
- 15.4. You must not return a Case from Suspension on FOFMS if the person has been exited as an NDIS participant or has subsequently become an NDIS participant.

- 15.5. If you have not exited the Supported Employment under Paragraph 15.1 we will Exit the Supported Employees when we become aware they have a plan in effect under section 37 of the *National Disability Insurance Scheme Act 2013*.
- 15.6. If a new client, who meets the residency and age requirements of the NDIS, self refers you should direct them to the NDIA for assessment as an NDIS participant.
- 15.7. New CBF Cases cannot be created for a client who meets the residency and age requirements as set out in section 22 and 23 of the *National Disability Insurance Scheme Act 2013* or who has a plan in effect under section 37 of the *National Disability Insurance Scheme Act 2013*.
- 15.8. We will monitor FOFMS records for all Supported Employee who have a plan in effect under section 37 of the *National Disability Insurance Scheme Act 2013* and we will recover any overpayments.
- 15.9. The overpayments will be treated as a recoverable amount in accordance with Clause 11 of the Terms and Conditions.

16. The Employment Assistance Plan

- 16.1. You must develop an Employment Assistance Plan with each Supported Employee who accesses your service within four months of their Intake Assessment.
- 16.2. You and the Supported Employee must review their Employment Assistance Plan no less than every twelve months and when significant change occurs (e.g. work role or health status changes).
- 16.3. A suggested Employment Assistance Plan is available on the FOFMS Literature tab on FOFMS.
- 16.4. After the plan is developed and agreed to by both parties and signed, you must deliver the Activity to the Supported Employee in accordance with the agreed plan.
- 16.5. The Employment Assistance Plan must:
 - a) comply with the *Disability Services Act (National Standards for Disability Services) Determination 2014* comply with these Guidelines;
 - b) outline the planned Employment goals of the Supported Employee and how the goals will be achieved;
 - c) outline the hours of employment agreed by both the Supported Employee and the ADE;
 - d) outline the training planned and delivered to address competency shortfalls identified during wage assessments;
 - e) outline the Work Based Personal Assistance Requirements, if any, and how these needs will be meet;
 - f) outline retirement or transition to retirement planning where appropriate for employees aged over 55 years or earlier if required;
 - g) be revised as required by the circumstances or request of the Supported Employee or these Guidelines; and
 - h) be signed by a representative of the Outlet and the Supported Employee (or the Supported Employee's Advocate or representative).

17. Outlet Capacity

- 17.1. Outlet Capacity is the maximum number of 'Places' in an Outlet funded by us. The 'Outlet Capacity' for each of your Outlets is set out in Item B of the Schedule.

- 17.2. We will reduce your Outlet Capacity by one place during the term of the Activity by each Supported Employees who has a plan in effect under section 37 of the *National Disability Insurance Scheme Act 2013*.
- 17.3. If your Outlet Capacity is reduced under Paragraph 17.2 we will send you a notice in accordance with Clause 38 providing details of the reduction.
- 17.4. Cases on FOFMS that are in Draft, Started or Returned from Suspension take up Outlet/Stretch Capacity. Cases that are Suspended or Exited do not take up Outlet Capacity.
- 17.5. We do not guarantee referrals to your Outlets or that you will operate at maximum Outlet Capacity.
- 17.6. You cannot subcontract your Outlet Capacity places to another organisation without our prior written consent and if we provide consent you must comply with Clause 28.

18. Stretch Capacity

- 18.1. Stretch Capacity is a 10 per cent allowance on top of your Outlet Capacity places that is 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.
- 18.2. If more than half of your Supported Employees have a primary psychiatric disability, as recorded on FOFMS, then you may request that your Stretch Capacity be increased to 20 per cent for that Outlet by contacting the CBF Helpdesk as outlined in Paragraph 34.
- 18.3. 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.
- 18.4. Stretch Capacity places cannot be filled by new Supported Employees who have not previously received the Activity from you.
- 18.5. We may use Stretch Capacity to allow a Supported Employee to Return from Suspension if they are returning from accessing Open Employment within two years of the initial Suspension or Exit.
- 18.6. We may use Stretch Capacity to allow for the movement of a place from one ADE to another ADE to assist a Supported Employee who is assessed as a 'jobs in jeopardy' client and there are no available outlet capacity places.

19. Intake Fee

- 19.1. An Intake Fee is paid when a new Supported Employee's Intake Assessment is Authorised on FOFMS by you.
- 19.2. The Supported Employee must be receiving the Activity at the time you Authorise the Intake Assessment on FOFMS.
- 19.3. We will pay you the Intake Fee as specified in the Schedule and Supplementary Conditions.
- 19.4. Only one Intake Fee is payable for each Case on FOFMS for a Supported Employee. An Intake Fee is not paid when a Supported Employee returns from a Suspension or Exit.
- 19.5. No fees are payable to you prior to a correct Authorisation of the Intake Assessment on FOFMS.

20. Employment Assistance Phase

- 20.1. Employment Assistance Fees are paid monthly in arrears, as specified in the Schedule and Supplementary Conditions, while the Supported Employee Aims to Work at least eight hours per week.
- 20.2. Employment Assistance Phase covers a maximum period of 12 months. Periods of Suspension are not included in the 12 month period.
- 20.3. You will continue to receive Employment Assistance payments for a maximum of 12 months or until the Supported Employee achieves an Employment Outcome.
- 20.4. If your Outlet's full-time hours for one Business Operating Day are less than eight hours per day but equal to or greater than seven hours per day **and** a Supported Employee only works only one full day per week, then this can count as meeting the eight hours per week requirement. This avoids the situation where your Outlet would otherwise need to bring a Supported Employee back to Work for another hour each week in order to meet the eight hours per week requirement.
- 20.5. Refer to Paragraph 24 and 25 for information on what you need to do when a Supported Employee is not Working the minimum of 8 hours (or one full Business Operating Day) per week.

21. Disability Maintenance Instrument (DMI)

- 21.1. The Disability Maintenance Instrument (DMI) is used to determine a Supported Employee's individual work-related support needs. The DMI Assessment is Authorised on FOFMS on the Case record.
- 21.2. In order to Authorise a DMI Assessment it is necessary to compile evidence and assess the Supported Employee as per the DMI Guidelines. The DMI Assessment details the assistance you have provided to the Supported Employee and must be supported by documentary evidence.
- 21.3. The DMI Assessment must be finalised Immediately a Supported Employee achieves an Employment Outcome, otherwise you may be deemed to be in breach of the Agreement.
- 21.4. A Supported Employee has up to 12 months from their Intake Assessment to achieve an Employment Outcome excluding periods of Suspension. If the DMI Assessment is not finalised within 12 months of Starting, then the Supported Employee must be Exited on FOFMS Immediately.
- 21.5. The DMI Assessment Guidelines available on the FOFMS Literature Tab will assist you with finalising the DMI Assessment and help you meet your obligations under the Agreement.
- 21.6. The DMI Assessment score determines the Employment Maintenance Fees payable for a Supported Employee. The DMI Assessment details the assistance you have provided to the Supported Employee and must be supported by documentary evidence.
- 21.7. The DMI Assessment Completed and Authorised by you and submitted to us on FOFMS for scoring is final and cannot be changed other than through a DMI Reassessment in accordance with the DMI Guidelines.
- 21.8. A DMI Assessment, Reassessment or classification of payment levels under the Agreement will be made at our absolute discretion and there is no appeal or review process for Assessments, Reassessments or classification of payment levels.
- 21.9. On completion of a Supported Employee's assessment under the DMI you must Authorise the Completed assessment. The final process of a DMI is when the

Completed DMI template is Authorised on FOFMS. The DMI process is not considered to be finalised until the DMI is Authorised.

- 21.10. 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.

22. Employment Maintenance Fees

- 22.1. Employment Maintenance Fees are payable monthly in arrears, on the Supported Employee's Case Anniversary Date after you have Authorised a DMI Assessment on FOFMS.
- 22.2. Employment Maintenance Fees are paid at one of four funding levels based on the Supported Employee's DMI Assessment score while the Supported Employee continues to Work the minimum hours and receives the Activity from you.
- 22.3. Employment Maintenance Fees levels are set out in the Schedule and Supplementary Conditions.
- 22.4. A DMI Assessment has no retrospective effect and will not be backdated to any point in time.
- 22.5. No Employment Maintenance Fees are payable to you prior to the correct Authorisation of the DMI Assessment on FOFMS.

23. DMI Reassessments

- 23.1. You must undertake a DMI Reassessment if directed by us. This type of DMI Reassessment is a DSS-initiated DMI Reassessment.
- 23.2. A DMI Reassessment can also be undertaken if you or the Supported Employee, their family or carer requests that a DMI Reassessment takes place in accordance with the DMI Reassessment Triggers Table as described in the DMI Guidelines. This type of DMI Reassessment is an Organisation-initiated DMI Reassessment.
- 23.3. DMI Reassessments must be Completed and Authorised by you using the DMI Reassessment template on FOFMS.
- 23.4. The DMI Assessment Guidelines available on the FOFMS Literature Tab will assist you with completing DMI Reassessments.
- 23.5. You must be able to provide evidence of the Trigger that created the need to complete a DMI Reassessment.
- 23.6. In order to complete a DMI Reassessment it is necessary to compile evidence and assess the Supported Employee as per the DMI Guidelines.
- 23.7. As part of a DMI Reassessment process, you must also:
- a) Complete a new Consent Form prior to collecting any evidence; and
 - b) update the Employment Assistance Plan for the Supported Employee to whom the DMI Reassessment relates as soon as the DMI is finalised.
- 23.8. The final process in the DMI Reassessment is when the DMI is Authorised on FOFMS. The DMI process is not considered finalised until the Reassessment is Authorised.
- 23.9. A DMI Reassessment may not result in a change in our Funding to you.
- 23.10. You may Complete and Authorise a DMI Reassessment only after a minimum of three months has elapsed from the date a previous DMI Assessment/Reassessment was Authorised on FOFMS.

23.11. If a DMI Reassessment results in a change in the Employment Maintenance Fee payable for a Supported Employee, the new Employment Maintenance Fee will be paid on the next Case Anniversary Date following the Authorisation of the DMI Assessment.

23.12. A DMI Reassessment has no retrospective effect and cannot be backdated.

24. Suspensions

24.1. If a Supported Employee is not at Work or is unable to Work the minimum of 8 hours per week for any reason, for a period which will be, or which you reasonably expect to be, longer than one month, then you must Suspend the Supported Employee's Case on FOFMS Immediately. Exceptional circumstances are outlined in Paragraph 24.6.

24.2. When you are advised in advance of a period of absence of more than one month by letter/email or conversations with the Supported Employee (or the Supported Employee's Advocate or representative), then you must Suspend the Case on FOFMS on the Supported Employee's last day of Work.

24.3. There are circumstances where you may not be aware of the period of absence in advance. In these instances the Case must be Suspended Immediately on FOFMS in the first instance that either:

a) you are advised of the expected duration of the absence being more than one month; or

b) one month has elapsed if you are not advised of the period of absence.

24.4. You must retain evidence on file of any advice that a Supported Employee will be absent and of any attempts you have made to contact a Supported Employee (or the Supported Employee's Advocate or representative) during an absence.

24.5. Periods of Suspension on FOFMS are usually for a minimum of one month to a maximum of 12 months. For periods greater than 12 months refer to Exits at Paragraph 25.

24.6. If a Supported Employee is not able to attend work due to the Christmas shutdown of the ADE, is on sick leave or maternity leave or who are being paid workers' compensation the period of absence from work before a Suspension is actioned on FOFMS is extended to two months. If a Supported Employee is absent due to workers' compensation, sick leave or maternity leave you must retain evidence on their file.

24.7. In some circumstances, Supported Employees may take different leave types which combine one month and two month absence periods. If this occurs, the maximum allowed absence from work for a combined period of leave is two months.

24.8. We will Suspend or direct you to Suspend a Supported Employee's Case if we become aware you are no longer providing the Activity to a Supported Employee or we become aware the Supported Employee is no longer working the minimum required hours per week.

24.9. Any overpayments that arise through your failure to Suspend a Supported Employee's Case on FOFMS when required will be treated as a recoverable amount in accordance with Clause 11 of the Terms and Conditions.

24.10. You must provide an appropriate Suspension reason when you Suspend a Supported Employee's Case on FOFMS. A list of Suspension reasons and descriptions is available from the Literature tab on FOFMS.

- 24.11. You must not Suspend Supported Employees' Cases to manage the workload, assistance or Outlet Capacity places available within Your Outlet.
- 24.12. We will make no payment for any Activities that are provided to a Supported Employee whose Case is Suspended.

25. Exits

- 25.1. When you become aware that a Supported Employee will not be at Work or is unable to Work the minimum of 8 hours per week for any reason, for a period which is, or which you reasonably expect to be, longer than 12 months then you must Exit the Supported Employee's Case on FOFMS Immediately.
- 25.2. When you are advised of an Exit in advance by letter/email, conversations with the Supported Employee or their carer etc. then you must Exit the Case on FOFMS on the Supported Employee's last day of work.
- 25.3. There are circumstances where you may not be made aware of an Exit in advance. In these circumstances the Case is Exited Immediately in the first instance that either:
- a) the Supported Employee or their family or carer advise they are no longer employed by you; or
 - b) 12 months has elapsed following the Suspension of the Case on FOFMS.
- 25.4. You must Exit a Supported Employee's Case on FOFMS Immediately if:
- a) the Supported Employee no longer requires the Activity from your Outlet;
 - b) the Supported Employee is not able to Work the minimum eight hours per week (and where a Suspension is not appropriate);
 - c) the Supported Employee is no longer Employed by you;
 - d) you do not accept the Funding level for a Supported Employee as determined by us;
 - e) we instruct you to Exit the Supported Employee's Case;
 - f) a DMI Assessment has not been submitted by you to us for the Supported Employee within 12 months of the Intake Completion Date (plus periods of Suspension if any);
 - g) the Supported Employee's Case has not been returned from Suspension within 12 months; or
 - h) the Supported Employee has a plan in effect under section 37 of the *National Disability Insurance Scheme Act 2013*.
- 25.5. You must retain evidence on file of any advice that a Supported Employee will be absent and any attempts you have made to contact the Supported Employee during the absence.
- 25.6. We will Exit or direct you to Exit a Supported Employee's Case if we become aware you are no longer providing the Activity to a Supported Employee or if we become aware that the Supported Employee has a plan in effect under section 37 of the *National Disability Insurance Scheme Act 2013*.
- 25.7. Any overpayments that arise through your failure to Exit a Supported Employee's Case on FOFMS will be recovered in accordance with Clause 11 of the Terms and Conditions.

- 25.8. You must provide an appropriate Exit reason when you Exit a Supported Employee's Case on FOFMS. A list of Exit reasons and descriptions is available from the Literature tab on FOFMS.
- 25.9. You must not Exit Supported Employees' Cases to manage the workload, assistance or Outlet Capacity places available within Your Outlet.
- 25.10. We will make no payment for any Activities that are provided to a Supported Employee whose Case has been exited.

26. Returns from Suspension/Exit

- 26.1. If a Supported Employee's Case is Suspended/Exited and the Supported Employee then recommences with the same Outlet within 12 months (or within two years if returning from accessing Open Employment), from the date of the Case's Suspension or Exit on FOFMS, you must treat the Supported Employee as recommencing with the Outlet as if the Case had Returned from Suspension, provided your Outlet has vacant Outlet Capacity or Stretch Capacity.
- 26.2. If a Supported Employee's Case is Suspended/Exited then the Supported Employee recommences with the same Outlet after 12 months (or after two years if returning from accessing Open Employment) from the commencement date of the Case's Suspension or Exit, you must treat the Supported Employee as a new Supported Employee and you must create a new Case for the Supported Employee on FOFMS provided your Outlet has vacant Outlet Capacity.
- 26.3. The period of 12 months (or two years if returning from accessing Open Employment) commences from the first date on FOFMS of either the Suspension or Exit. If a Case is Suspended on FOFMS and then Exited, the 12 months starts from the date of the Suspension and not the date the status was changed to Exited. The 12 months is the total period of absence from an Outlet.
- 26.4. If a Supported Employee's Case is Exited/Suspended in accordance with Paragraphs 24 or 25 then the Supported Employee returns to work earlier than expected, the Case can be Returned from Suspension Immediately.
- 26.5. You must not backdate a Return from Suspension date on FOFMS.
- 26.6. You must obtain and retain evidence that a Supported Employee has accessed Open Employment before the Case can be Returned from Suspension under Paragraph 26.1.
- 26.7. You must provide an appropriate Return from Suspension reason when you return a Supported Employee's Case on FOFMS. A list of Return from Suspension reasons and descriptions is available from the Literature tab on FOFMS.
- 26.8. A Supported Employee's Case can only return from Suspension/Exit if your Outlet has vacant Outlet/Stretch Capacity.
- 26.9. We will resume making payments to you when you correctly return a Supported Employee's Case from Suspension on FOFMS. The payments will commence on the Supported Employees next Case Anniversary Date, provided all other requirements under the Agreement have been met.
- 26.10. A return of a Case from Suspension on FOFMS has no retrospective effect and a payment will not be backdated.

27. Rural and Remote Service Supplement

- 27.1. Rural and Remote Service Supplement are paid as specified in the Schedule and Supplementary Conditions.

28. Work Based Personal Assistance Fees

- 28.1. If a Supported Employee (or the Supported Employee's Advocate or representative) requests Work Based Personal Assistance, You must undertake an assessment and provide the support.
- 28.2. If we request Work Based Personal Assistance for a Supported Employee You must undertake an assessment and provide the support.
- 28.3. Work Based Personal Assistance (WBPA) payments are for Supported Employees who, due to their physical or neurological disability or medical condition require additional assistance in Supported Employment:
 - a) from an Approved Support Worker, to provide personal assistance with feeding by mouth or tube or personal hygiene, such as a catheter; and/or
 - b) from a registered nurse to administer medical interventions.
- 28.4. To determine the type and amount of personal care requirements an assessment and written report must first be made by a qualified assessor.
- 28.5. The person who performs an assessment under Paragraph 28.4:
 - 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 in assessing personal care needs; 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 with feeding to mouth (transfer of food/liquid to the supported employee's mouth) or feeding by tube and/or
 - ii. regular assistance whilst in Employment with personal hygiene such as care of catheter or toileting support;
 - iii. regular assistance in Employment from a registered nurse to administer medical interventions. If the Supported Employee requires medical assistance a registered nurse must assess this level of assistance.
- 28.6. The written report in accordance with Paragraph 28.5(b) is made by completion of the WBPA Requirements Form.
- 28.7. The WBPA Requirements Form is an agreement between the Supported Employee and the Outlet about the WBPA needs of the Supported Employee and how these needs will be met. The provision of WBPA must also be included in the Supported Employee's Employment Assistance Plan.
- 28.8. If the Supported Employee's WBPA needs change a new assessment must be completed and supports provided.
- 28.9. When you receive a written report under Paragraph 28.4 confirming that a Supported Employee requires WBPA you must ensure the Supported Employee is provided with such assistance by an Approved Support Worker.
- 28.10. If a medical intervention is required, then it must be administered by a registered nurse.

- 28.11. WPBA claims can be submitted from the time the Supported Employee becomes eligible for funding through CBF until the Supported Employee either ceases Employment or no longer requires WBPA (whichever occurs first).
- 28.12. WBPA fees are payable in arrears upon receipt of a correctly completed WBPA Claim Form.
- 28.13. Any WBPA fees paid are reimbursed for the number of hours actually provided or purchased by you.
- 28.14. WBPA fees are paid at a rate specified in the Schedule and Supplementary Conditions according to who delivers the WBPA and the number of hours that have been directly provided or purchased.
- 28.15. You cannot claim and we will not pay for more than 10 hours of WBPA per Supported Employee per week.
- 28.16. WPBA cannot be claimed for support or hours above what the assessor has determined on the WBPA Requirement form.
- 28.17. General supports such as helping a Supported Employee with their lunch or verbal prompts to prepare or eat food (unless the food preparation is linked directly to feeding to mouth or by tube), monitoring or observing food intake, verbal prompts to go to the toilet or to wash hands, counselling, training or workshops on personal care or hygiene are covered in the DMI Assessment and must not be recorded on a WBPA Requirement form or be claimed by you for a WBPA fee.
- 28.18. When WBPA is provided by an agency separate to you and the agency providing the WBPA has a minimum call out, that minimum call out may be included in the WBPA hours that you purchase from the agency.
- 28.19. For the purposes of verification, all WBPA that is provided or purchased must be recorded by you and you must:
 - a) maintain invoices for all WBPA purchased including hours and support provided; and
 - b) keep a record of the WBPA hours and support provided by you.
- 28.20. WBPA fees are not payable when a Supported Employee is Suspended or Exited.
- 28.21. WBPA are not payable if the WBPA form is submitted to us more than three months after the WBPA was provided.
- 28.22. A WBPA Fact Sheet is available from the Literature tab on FOFMS to help you further understand your responsibilities and requirements in regard to WBPA.
- 28.23. WBPA Claim Forms and Requirements Form are available from the Literature tab on FOFMS.
- 28.24. Completed and signed forms should be submitted to your Grant Agreement Manager.

29. Existing High Cost Worker Payment

- 29.1. Existing High Cost Worker Payments are paid as specified in the Schedule and Supplementary Conditions.
- 29.2. Supported Employees eligible to receive an EHCWP will be determined by us (at our absolute discretion) and notified to you.
- 29.3. The amount of the EHCWP will be the difference between the Outlet's average block grant price (i.e. under pre-CBF funding arrangements) and Employment Maintenance Fee Level 4.

- 29.4. Eligible Supported Employees will continue to receive EHCWP until they no longer receive the Activity from you.
- 29.5. If a Supported Employee receiving EHCWP is Exited or Suspended and does not recommence within 12 months, or 24 months if returning from open employment, of the Exit or Suspension event, they are no longer entitled to EHCWP.
- 29.6. An EHCWP will not be paid while the Supported Employee is Suspended or Exited.
- 29.7. Once a Supported Employee has ceased receiving EHCWP under Paragraph 29.11 they are no longer eligible for any future EHCWP.

30. Disputes and Complaints

- 30.1. Australian Disability Enterprises are required to have complaints handling procedures in place as part of meeting the *Disability Services Act (National Standards for Disability Services) Determination 2014* under the Act.
- 30.2. 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 your Certification Body.
- 30.3. The Complaints Resolution and Referral Service is available to investigate complaints about Commonwealth Government funded Disability Employment and Advocacy services.
- 30.4. You are obligated to implement and maintain a complaints register as set out in the Supplementary Conditions.

31. Complaints Resolution and Referral Service

- 31.1. At the time when you provide information and advice to Supported Employees about making complaints, you must also give them information and contact details about the Complaints Resolution and Referral Service (CRRS)
- 31.2. You must cooperate with the CRRS and us to resolve complaints by:
 - 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.
- 31.3. You must also assist and allow your Supported Employees to access advocacy support to deal with a complaint or dispute.

32. Online Funding Management System (FOFMS)

- 32.1. FOFMS is a web based system that assists in the management of DSS Agreements. This system is used to enter information about Supported Employees and the services they receive, and to claim payments.
- 32.2. Data contained on FOFMS is subject to the *Privacy Act 1988*. Any unauthorised use of or disclosure of data contained on FOFMS may be a breach of the *Privacy Act 1988*.
- 32.3. It is a criminal offence for unauthorised persons or devices to connect to the system. Usage of the system is monitored. Evidence of suspected misuse may be used in a court of law.

- 32.4. You should notify the FOFMS Helpdesk immediately when staff at your Outlet leave. You should complete the FOFMS System Access Request Form available on the FOFMS Literature Tab and choose the “Remove User” check box.
- 32.5. Cases on FOFMS must have up-to-date Caseworker information to ensure important information about FOFMS actions for these Cases is delivered correctly.

33. Resources

- 33.1. ADEs should refer to the Data Guide about collecting and entering client and Case information available from the FOFMS Literature Tab when entering data for the Disability Employment Assistance Activity and the Disability Services Census.
- 33.2. There are a number of Task Cards also available on the FOFMS Literature Tab which contains step-by-step instructions on entering information and completing assessments on FOFMS.

34. Contact Information - Where you can go for assistance

- 34.1. For FOFMS technical queries and assistance with passwords you will need to contact our FOFMS Help Desk on 1800 020 283 or e-mail FOFMS.Helpdesk@dss.gov.au.
- 34.2. For help with the day-to-day management of Supported Employee records on FOFMS you should contact our CBF Helpdesk on 1800 034 887 or email Helpdesk.CBF@dss.gov.au.
- 34.3. For other questions relating to the Agreement, or if you disagree with our decision relating to your payments, or have any other queries, you should contact your Grant Agreement Manager.