



Australian Government

**Commonwealth
Standard Grant Agreement**

between

the Commonwealth represented by

Department of Social Services

and

[Organisation Legal Name]

Grant Agreement

Once completed, this document, together with each set of Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth of Australia (the Commonwealth) and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	[Program Schedule Organisation Legal Name]
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	[Program Schedule Organisation Party Type]
Trading or business name	[Program Schedule Organisation Trading Name]
Any relevant licence, registration or provider number	Print blank
Australian Company Number (ACN) or other entity identifiers	Print blank
Australian Business Number (ABN)	[Program Schedule Organisation ABN]
Registered for Goods and Services Tax (GST)	[Program Schedule Organisation GST Registered]
Date from which GST registration was effective	Print blank
Registered office (physical/postal)	[Program Schedule Organisation Physical Address]
Relevant business place (if different)	Print blank
Telephone	[Program Schedule Organisation Phone Number]
Fax	[Program Schedule Organisation Fax Number]
Email	[Program Schedule Organisation General Email]

The Commonwealth

The Commonwealth of Australia represented by Department of Social Services
71 Athllon Drive, GREENWAY ACT 2900
ABN 36 342 015 855

Background

The Commonwealth has agreed to enter into this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms from the Clause Bank (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity.

If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire Agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

Grant Details

Organisation ID:	[Program Schedule Organisation ID]
Agreement ID:	[Agreement ID]
Program Schedule ID:	[Program Schedule ID]

A. Purpose of the Grant

The purpose of the Grant is to:

Provide funding for supports and services that enable current Disability Employment Assistance (DEA) clients, who are confirmed ineligible for the National Disability Insurance Scheme (NDIS) to participate in and retain employment.

Clients (supported employees) funded through the DEA program who have been confirmed ineligible for the NDIS (due to age, residency, citizenship or disability type), will be eligible for the Disability Employment Continuity of Support (DECoS) program.

The DECoS program will help existing DEA clients who have been confirmed ineligible for the NDIS achieve similar outcomes to those prior to the introduction of the NDIS.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the NDIS Transition program.

Disability Employment Continuity of Support – [Activity ID]

B. Activity

- B.1. In addition to the documents referenced under Scope of the Agreement, this Agreement must be read and interpreted in conjunction with:
- a. the *Disability Services Act 1986* (Cth) (the Act) and all subordinate legislation made under it;
 - b. the DECoS Operational Guidelines (the Guidelines¹).

A term defined in the Act or any subordinate legislation made under it, in the Terms and Conditions or the Guidelines has the same meaning in this Schedule, unless the contrary intention appears.

- B.2. Funding provided under this Agreement is in the form of a grant of financial assistance made under section 12AD of the Act. You must comply with the Act at all times during the term of this Activity.
- B.3. You must achieve the following goals/objectives:
- a. Further the Principles and Objectives set out in section 5 of the Act; and
 - b. Further the Objects of the Act made under section 3 of the Act.
- B.4. You agree to provide Employment Assistance Services to people in the Target Group as defined by section 8 (1) of the Act.
- B.5. A person is eligible to be a Supported Employee under DECoS if:
- a. at 31 March 2021, they are a Supported Employee funded under the DEA program, with a case status of 'Started' or 'Returned from Suspension'; and
 - b. they made an NDIS Access Request to test their eligibility for the NDIS; and
 - c. the National Disability Insurance Agency (NDIA) confirmed they are ineligible for the NDIS.

If a Supported Employee is ineligible for the NDIS due to their age, they are not required to test their NDIS eligibility.

There is no age limit for Supported Employees who can be funded under DECoS.

DECoS providers will not be required to obtain evidence from a Supported Employee to confirm their eligibility for DECoS. The Department of Social Services (DSS) will confirm a Supported Employee's eligibility through data held within the DSS and the NDIA.

¹The Operational Guidelines will be provided to ADEs ahead of the DECoS program commencement date on 1 April 2021.

B.6. Exiting Supported Employees and when a person can no longer be a Supported Employee:

- a. You agree that, once a person is a Supported Employee, the person is able to remain a Supported Employee until one of the following circumstances applies to them:
 - i. where the person no longer has a disability or is no longer in the “Target Group” as set out in section 8 of the Act;
 - ii. where it is clear that the person will not be able to work the minimum hours as set out in the Guidelines;
 - iii. where we direct you that the person is no longer a Supported Employee;
 - iv. where the Supported Employee (or their Advocate) asks you for the Supported Employee to no longer be a Supported Employee;
 - v. the Supported Employee has a plan in effect under section 37 of the *National Disability Insurance Scheme Act 2013*;
 - vi. where any other circumstance applies, as set out in the Guidelines, about ‘Exiting’ a Supported Employee.
- b. Where one of the circumstances in Item B.6.a applies to a Supported Employee, that person is taken to have ‘Exited’ and you agree to follow the process set out in the Guidelines for Exiting that Supported Employee.
- c. You must also ensure that Supported Employees are Suspended in the circumstances set out in the Guidelines. Such persons are taken to have been ‘Suspended’ and you agree to follow the process set out in the Guidelines for suspending that Supported Employee.

B.7. Under this Agreement:

- a. Grant activities must be directly related to providing supports and services that:
 - i. enable each Supported Employee in the DECoS program to participate in and retain paid employment in a suitable work environment.
 - ii. meet the needs of the Supported Employee by providing practical supports including, but not limited to:
 1. supervision and other one-on-one support;
 2. assessments;
 3. preparation of Employment Assistance Plans (as defined in the Guidelines);
 4. training (social skills training, work readiness training, work preparation training, on-the-job training and other training);
 5. interpreter assistance for interviews and/or work orientation;
 6. counselling;
 7. case management;
 8. physical assistance and personal care; and
 9. administrative duties such as documenting and managing employee files.

- B.8. All personnel required to undertake the Activity (including officers, employees, Subcontractors or volunteers of your organisation) must undertake training on abuse prevention and detection as part of induction for new personnel and within 9 months of the start date of this Activity for existing personnel. If existing personnel have previously undertaken training on abuse prevention and detection under the DEA Program, they do not need to repeat the necessary training.
- B.9. You must not use grant money for the following ineligible activities:
- a. Accepting additional clients to the DECoS program (subject to exceptions stated in the Guidelines);
 - b. Receiving funding from more than one source to deliver the Activity to a Supported Employee;
 - c. Any activity which is not directly related to providing supports and services that enable each Supported Employee to participate in and retain paid Employment in a suitable Work environment;
 - d. Costs that are not directly related to the delivery of the specified Activity;
 - e. Purchase of land;
 - f. Supported Employee Wages;
 - g. Major Capital expenditure;
 - h. The covering of retrospective costs;
 - i. Costs incurred in the preparation of a grant application or related documents;
 - j. subsidy of general ongoing administration of an organisation such as electricity, phone and rent;
 - k. Major construction or capital works;
 - l. Overseas travel;
 - m. Recruitment expenses; and
 - n. Activities for which other Commonwealth, state, territory or local government bodies have primary responsibility.
- B.10. You will notify us of:
- a. The number of Supported Employees who have been provided the Activity in each month under this Agreement by maintaining a Case for each Supported Employee in the Disability Case Portal (the Portal) with a Status of 'Started' or 'Returned from Suspension', and by changing the Status of the Case in the Portal to 'Exited' or 'Suspended' for any Supported Employee who is no longer receiving the Activity;
 - b. The number of hours of Work Based Personal Assistance (WBPA) provided and the hourly rate when you submit a claim in accordance with Item B.17 of this Agreement.

B.11. Your obligation to implement and maintain a complaints register:

- a. 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.
- b. You must implement and maintain a complaints register including all complaints received by your organisation during the term of this Agreement. You must provide the complaints register to us, on request.
- c. The complaints register referred to at Item B.11.b must include, but is not limited to, the following information:
 - ii. details of all client complaints received directly by you, and the outcome of any investigation (where relevant);
 - iii. details of all client complaints referred to you by, or through, DSS; and
 - iv. in relation to all complaints, details of:
 1. the name/s of the client/s or individual/s concerned (if known);
 2. if relevant, the location to which the complaint relates;
 3. the date of the complaint;
 - i. the nature of the complaint;
 - ii. whether the complaint was referred by you to DSS or the Complaints Resolution and Referral Service (CRRS), including the date; and
 - iii. any changes to the delivery of services or procedures, or other actions, resulting from the complaint.

B.12. Your obligation to provide evidence of your organisation's financial viability to us on request:

- a. If at any time we request you to do so, you must provide us with information demonstrating the financial viability of your organisation. This information must include, but is not limited to, your organisation's total revenue (inclusive of the funding you receive under this Agreement) and the organisation's total expenditure.
- b. If after reviewing the information described at Item B.12.a, we notify you that we have concerns that your level of financial viability is adversely impacting, or is likely to adversely impact, your performance of the Activity, you agree to work with us to develop a plan designed to improve your financial viability.

B.13. Other obligations:

- a. You agree to comply with the conditions and obligations imposed under Part II of the Act – *Disability Services Act (National Standards for Disability Services) Determination 2014* – including the condition that you continue to hold a current Certificate of Compliance.
- b. You agree to establish an Employment Assistance Plan (EAP) for each Supported Employee as set out in the Guidelines.
- c. You agree that you will adhere to any other obligations expressed as acts you must or are required to do as set out in the Guidelines.

B.14. At commencement of the Agreement and by 1 May 2021:

- a. Obtain consent from each Supported Employee funded under the DECoS program by completing a Client Consent and Information Form.
- b. Verify and update (where necessary) the Case data in the Portal for each Supported Employee funded under this Agreement.
- c. Wage and hours data for each Supported Employee will need to be entered against their Case in the Portal.

B.15. Payment information:

- a. The total amount of the grant payable will be calculated based on the number of Supported Employees you provide the Activity to and any other eligible Additional Fees as determined by DSS:

Table 1 – Case Based Funding Core Fees

Funding must only be used for the purpose for which it will be provided, and as specified in the grant agreement. Grant funding will be paid monthly in arrears.

Below is a breakdown of funding service providers will receive per financial year.

Core Fee – 2020-2021	Amount (GST exclusive)
Employment Maintenance Fee (1 April 2021-30 June 2021)	Service providers will receive \$1,341 per month, per Supported Employee
Core Fee – 2021-2022	Amount (GST exclusive)
Employment Maintenance Fee (1 July 2021-30 June 2022)	Service providers will receive \$1,368 per month, per Supported Employee
Core Fee – 2022-2023	Amount (GST exclusive)
Employment Maintenance Fee (1 July 2022-30 June 2023)	Service providers will receive \$1,395 per month, per Supported Employee

Table 2 – Case Based Funding Additional Fees

Additional Fees 2020-2023	Amount (GST exclusive)
WBPA	Either: <ul style="list-style-type: none"> • \$31.82 per hour where the WBPA is provided by an Approved Support Worker from within the Outlet; or • \$40.91 per hour where the WBPA is purchased from a second agency, is provided up to a maximum of 10 hours per week.

Table 3 – Quality Assurance Certification and Surveillance Payments

Total Number of Outlets within Organisation (including Head Office) where the Activity is delivered	Certification Payment (excluding GST)	Surveillance Payment (excluding GST)
1	\$7,500	\$3,750
2	\$9,000	\$4,750
3-5	\$10,500	\$5,750
6-10	\$12,000	\$6,750
11+	\$13,500	\$7,750

B.16. Employment Maintenance Fees:

- a. Employment Maintenance Fees are payable monthly in arrears, on the Supported Employee’s Case Anniversary Date.
- b. Employment Maintenance Fees are paid at the level indicated in Table 1 at Item B.15.

B.17. Work Based Personal Assistance (WBPA) Fees:

- a. You agree to comply with the requirements set out in the Guidelines about:
 - i. when a WPBA assessment and support is provided;
 - ii. how assessments for WBPA are to be carried out and by whom;
 - iii. verifying all WBPA that is provided or purchased; and
 - iv. the WBPA hours that you can purchase from a second agency.
- b. We will pay you WBPA fees in respect of a Supported Employee if, due to their physical or neurological disability or medical condition, the Supported Employee requires additional assistance in Supported Employment:
 - i. from an Approved Support Worker, to provide personal assistance with feeding by mouth or tube or personal hygiene, such as a catheter; and/or
 - ii. from a registered nurse to administer medical interventions.
- c. WBPA fees are only payable with respect to a Supported Employee who has not been Exited or Suspended (as described at Items B.6) or until the Supported Employee no longer requires WBPA as set out in the Guidelines.
- d. WBPA fees are payable in arrears upon receipt of a correctly completed WBPA Claim Form, provided it is submitted to us within three months after the WBPA was provided.
- e. WBPA fees are payable:
 - i. at the rate specified in Table 2 at Item B.15, for the type of personal assistance provided or purchased; and
 - ii. up to a maximum of 10 hours for a Supported Employee per week.

- f. WBPA Requirement Forms and claims for WBPA payments are to otherwise be in accordance with the requirements set out in the Guidelines.
- g. We will not pay WBPA fees if the WBPA Form is submitted to us more than three months after the WBPA was provided.

B.18. Quality Assurance (QA) Certification and Surveillance Payments:

- a. The amount of the QA Certification and Surveillance fees is calculated in accordance with Table 3 at Item B.15.
- b. The amount we will pay in respect of the QA Certification and Surveillance Fees payment is:
 - i. the amount set out in Table 3 at Item B.15 equal to the number of Outlets within the organisation where the Activity is delivered; and
 - ii. where applicable, an additional amount of:
 - 1. \$2,000 (excluding GST) for certification audits; and
 - 2. \$1,500 (excluding GST) for surveillance auditsfor each rural and remote Outlet audited, that has an ARIA classification of Moderately Accessible, Remote or Very Remote, as specified against each Outlet within the organisation.
- c. The QA Certification and Surveillance fees are payable to you after a Certification Body provides us with a completed QA certification and/or surveillance audit report in accordance with Item B.18.
- d. You agree that the QA Certification and Surveillance Payment is not payable to you on or after the QA Certification and Surveillance Payment Cessation Date. For the purposes of this clause, the QA Certification and Surveillance Payment Cessation Date is the date specified in a notice issued to you by us in accordance with this clause. We may issue you such a notice at any time when the *Disability Services (National Standards for Disability Services) Amendment (2020 Measures No.1) Determination 2020* has commenced.

B.19. When payments will be made to you:

- a. Subject to meeting the requirements at Items B.15 to B.18, we will make payments in arrears to you, within five (5) Business Days of the dates detailed below:
 - i. WBPA Fee – the date on which we receive a correctly completed claim for WBPA Fees in accordance with Item B.17;
 - ii. QA Certification and Surveillance fees – the date is the date we receive a completed QA certification and/or surveillance audit report.

B.20. Outlets:

- a. If you intend to close an Outlet notified to us you agree to advise us in writing and provide no less than 60 days' notice.

B.21. The amount of GST will be calculated in accordance with the requirements of the GST Act on the amounts of the Grant calculated in accordance with the provisions in the Supplementary Conditions.

To the extent of any inconsistency between the Terms and Conditions and the Supplementary Conditions, the Supplementary Conditions will prevail.

Important requirements

You must comply with:

- a. Department of Social Services Departmental Policies*;
- b. the relevant Guidelines*; and
- c. any other service compliance requirements applicable for the Activities you are funded to deliver.

*Any or all of these may be amended by us from time to time. If we amend these we will notify you in writing at least one month prior to the changes coming into effect. The latest version can be found on the DSS website www.dss.gov.au.

You must ensure that cultural and linguistic diversity is not a barrier for people targeted by this Activity, by providing access to language services where appropriate.

Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
Not Applicable	Not Applicable

Service Area Information

The Activity will service the following service area/s:

Type	Service Area
[Service Area Type]	[Service Area Value]

C. Duration of the Grant

The Activity starts on 1 April 2021 and ends on 30 June 2023, which is the **Activity Completion Date**.

The Agreement ends on 30 November 2023 or when the Commonwealth accepts all of the reports provided by the Grantee and the Grantee has repaid any Grant amount as required under this Agreement, which is the **Agreement End Date**.

D. Payment of the Grant

The total amount of the Grant is \$[Overall Activity Value for all financial years] excluding GST (if applicable).

A break down by Financial Year is below:

Financial Year	Amount (excl. GST if applicable)
2020-2021	The amount of the Grant payable to you is calculated in the manner specified at Item B.
2021-2022	The amount of the Grant payable to you is calculated in the manner specified at Item B.
2022-2023	The amount of the Grant payable to you is calculated in the manner specified at Item B.

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia.

The Grantee's nominated bank account into which the Grant is to be paid is:

BSB Number	[AS Bank Account BSB Number]
Financial Institution	[AS Bank Account Financial Institution]
Account Number	[AS Bank Account]
Account Name	[AS Bank Account Name]

The Grant will be paid in instalments by the Commonwealth in accordance with the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Milestone	Anticipated date	Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
Not applicable				

Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following.

Milestone	Information to be included	Due Date
Financial Declaration	Financial Declaration from 1 April 2021 to 30 June 2021 as per Item E.3	31 October 2021
Financial Declaration	Financial Declaration from 1 July 2021 to 30 June 2022 as per Item E.3	31 October 2022
Financial Declaration	Financial Declaration from 1 July 2022 to 30 June 2023 as per Item E.3	31 October 2023

E.1 Performance Reports

None Specified

E.2 Activity Work Plan

None Specified

E.3 Accounting for the Grant

A Financial Declaration must be submitted for each financial year funded under this Agreement. A Financial Declaration is a certification from the Grantee stating that funds were spent for the purpose provided as outlined in the Agreement and in-which the Grantee is required to declare unspent funds. The Financial Declaration must be certified by your Board, the Chief Executive Officer or one of your officers, with authority to do so verifying that you have spent the funding on the Activity in accordance with the Grant Agreement.

E.4 Other Reports

E.4.1 Ad-Hoc Reports

You may be required to provide information into other ad-hoc reporting on your grant activity. The purpose and format will be specified by us.

E.4.2 Grant Evaluation

The department will evaluate this grant to measure how well the outcomes and objectives have been achieved. You will be required to provide information to help with this evaluation in a format as specified by us.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	[Activity Primary Contact Title] [Activity Primary Contact First Name] [Activity Primary Contact Last Name]
Position	[Activity Primary Contact Position Title]
Postal Address	Activity postal address
Business hours telephone	[Activity Contact Phone Telephone Number]
E-mail	[Activity Primary Contact Email]

Commonwealth representative and email address

Business hours telephone	[Activity Managing Office LOV Description]
E-mail	[Activity Managing Office LOV Low Value]

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

Organisation ID:	[Program Schedule Organisation ID]
Agreement ID:	[Agreement ID]
Program Schedule ID:	[Program Schedule ID]

Signatures

*Note: See explanatory notes on the signature block over page

Executed as an Agreement

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through The Department of Social Services, ABN 36 342 015 855 in the presence of:

_____	_____
(Name of Departmental Representative)	(Signature of Departmental Representative)
/...../.....

(Position of Departmental Representative)	
_____	_____
(Name of Witness in full)	(Signature of Witness)
/...../.....

Signed for and on behalf of [Program Schedule Organisation Legal Name], ABN [Program Schedule Organisation ABN – hide if NULL] in accordance with its rules, and who warrants they are authorised to sign this Agreement:

_____	_____
(Name and position held by Signatory)	(Signature)
/...../.....
_____	_____
(Name and position held by second Signatory if applicable)	(Signature of second Signatory if applicable)
/...../.....

Explanatory notes on the signature block

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each state and territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- If you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness (the witness date must be the same as the signatory date). Affix your **Company Seal**, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are an **individual**, you must sign in the presence of a witness (the witness date must be the same as the signatory date).
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are a **trustee of a Trust**, the signatory must be a trustee (NOT the Trust) – as the trustee is the legal entity entering into the Agreement. The words ‘as trustee of the XXX Trust’ could be included at the end of the name.

Acronyms and Abbreviations

ABN	Australian Business Number
ADE	Australian Disability Enterprise
ACN	Australian Company Number
ARIA	Accessibility and Remoteness Index of Australia
CBF	Case Based Funding
CRRS	Complaints Resolution and Referral Service
DEA	Disability Employment Assistance
DSS	Department of Social Services
EAP	Employment Assistance Plan
NDIA	National Disability Insurance Agency
NDIS	National Disability Insurance Scheme
The Commonwealth	The Commonwealth of Australia
The Guidelines	The DECoS Operational Guidelines
WBPA	Work Based Personal Assistance

Definitions

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

‘Advocate’ means a person with the legal authority to act on behalf of a Supported Employee. This person cannot be Employed by the Outlet or Australian Disability Enterprise, or be a signatory for the Outlet or ADE.

‘Agreement’ means the Grant Details, Supplementary Terms, the Commonwealth Standard Grant Conditions (Schedule 1) and any other document referenced or incorporated in the Commonwealth Standard Grant Agreement.

‘Approved Support Worker’ for the purposes of WBPA, means a person who:

- a) holds a minimum qualification of a Certificate III in Disability Work;
- 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.

‘Australian Disability Enterprise’ (‘ADE’) has the same meaning as ‘Supported Employment Services’ under section 7 of the Act.

‘Case’ means the record on the Disability Case Portal that identifies a Supported Employee’s period of Employment.

‘Case Anniversary Date’ means the date of each month that Case Based Funding payments will be made for a Supported Employee, which is derived from the Intake Completion Date of a Case on the Disability Case Portal. This includes Case Anniversary Dates that were established under the original Department of Social Services (DSS) Disability Employment Assistance Program.

‘Case Base Funding’ (‘CBF’) means the type of payment paid by DSS to an ADE for the delivery of the Activity to people with disability in a supported Employment environment.

‘CBF Helpdesk’ means the DSS helpdesk available via email to assist ADEs with any CBF 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 Consent and Information Form’ means the form provided on the Literature tab of the Disability Case Portal.

‘Complaints Resolution and Referral Service’ (‘CRRS’) is the service available for clients to discuss any concerns they may have about ADEs that are funded by the Australian Government.

‘Disability Case Portal’ (‘The Portal’) means the DSS online funding management system (previously known as FOFMS).

‘Disability Employment Assistance’ (‘DEA’) has the same meaning as the Activities in the National Disability Insurance Scheme Transition Programme Guidelines.

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

‘Employment’ means Work in an ADE 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 DSS’ opinion, is a reasonable industrial instrument for you to apply in the circumstances for all Cases to which paragraphs (a) and (b) above 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 Plan’ (‘EAP’) means a plan which reflects the Employment goals of the Supported Employee. The EAP should incorporate strategies for the achievement of their goals through training, development and support. The EAP is agreed between the ADE and the Supported Employee (and their Advocate where required).

‘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.

‘Exit’ or ‘Exited’ has the meaning given under Item B.6 of the Grant Details.

‘Funding Arrangement Manager’ (‘FAM’) is the officer responsible for the ongoing management of the grantee and their compliance with the grant agreement.

‘Commonwealth Standard Grant Agreement’

‘Immediately’ means on the same day.

‘National Disability Insurance Scheme’ (‘NDIS’) has the same meaning as section 9 in the *National Disability Insurance Scheme Act 2013* (Cth).

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

‘Open Employment’ refers to employment where an employee with a disability is engaged in the mainstream workforce. Employment opportunities available to people with disability and without disability are generally considered Open Employment. Disability Employment Services and jobactive providers support job seekers to secure Open Employment.

‘Outlet’ means any location in which the Activity is undertaken for Supported Employees, including work crews, and/or contract labour arrangements. It can mean an Outlet, administrative business or unit, as notified to us.

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

‘Return from Suspension’ means the situation where a Supported Employee’s Case record is ‘Returned from Suspension’ on the Disability Case Portal following a period of Suspension, or the Case record is restarted on the Disability Case Portal within 12 months of Exiting the same ADE and before the Activity Completion Date.

‘Start’ or ‘Started’ or ‘Starting’ for a Supported Employee means having a Case commenced on the Portal in accordance with these Guidelines.

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

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

‘Suspension’ or ‘Suspend’ 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 Employee’s Case is Suspended on the Disability Case Portal. This includes any Suspensions under the original DSS Disability Employment Assistance Program.

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

‘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’ (‘WBPA’) means additional assistance provided to a Supported Employee 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’ (‘WBPA Fees’) means the payment by that name set out in the Grant Details.