



**Australian Government**



# **DES Managing Relocation Assistance to Take Up a Job Guidelines**

**V 2.0**

**Disclaimer**

This document is not a stand-alone document and does not contain the entirety of Disability Employment Services Providers' obligations. It should be read in conjunction with the Disability Employment Services Grant Agreement and any relevant guidelines or reference material issued by the Department of Social Services under or in connection with the Disability Employment Services Grant Agreement.

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## Managing Relocation Assistance to Take Up a Job Guidelines

### Document Change History

Version	Effective Date	End Date	Change & Location
2.0	01 Jul 2022		These DES Guidelines replace combined Managing Relocation Assistance to Take Up a Job Guidelines for several employment services.

### Overview

These Guidelines set out Providers' obligations in relation to managing Relocation Assistance to Take Up a Job Payments for eligible Participants who relocate to take up ongoing work.

### Disability Employment Services Grant Agreement Clauses:

Clause 161 – Relocation Assistance to Take Up a Job (RATTUAJ)

### Explanatory Note:

All capitalised terms have the same meaning as in Disability Employment Services Grant Agreement. In this document, “must” means that compliance is mandatory and “should” means that compliance represents best practice.

### The role of Providers

#### Overview

Relocation Assistance to Take Up a Job (RATTUAJ) provides financial assistance to job seekers who relocate to take up ongoing work and can help Employers attract staff outside their local area. RATTUAJ can provide up to \$9,000 (GST exclusive) to assist the Participant with moving.

RATTUAJ is a discretionary tool for Providers to assist Participants who need to relocate to take up an ongoing job.

Providers are expected to advise potentially eligible Participants of the support that may be available from RATTUAJ.

In agreeing to provide RATTUAJ assistance, Providers must:

- ensure the Participant, location and job placement are eligible for RATTUAJ;
- enter into a RATTUAJ Agreement in The Departments IT Systems;
- assess and pay eligible expenses;
- assist Participants with the job placement, relocation and post-placement support; and
- maintain required Documentary Evidence.

(Grant Agreement reference: clause 161)

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### Eligibility

#### Overview

Job seekers participating in DES may be immediately eligible to access RATTUAJ.

All RATTUAJ Participants must apply for assistance within 28 days of the job commencing.

If the Participant is a member of a couple, only one Participant is entitled to apply for assistance. 1.1.M.120 of the Guide to [Social Security Law](#) defines 'Member of a couple'.



The Departments IT Systems flags a Participant's eligibility for RATTUAJ.

#### Assess eligible locations

Providers must ensure the proposed relocation is:

- within Australia;
- at least 90 minutes away from the Participant's current residence (using their regular mode of transport) (and within at least 90 minutes from the job); and
- not within the same capital city.

If the relocation is between capital cities, the relocation must be to a capital city with a lower unemployment rate than the capital city the Participant is relocating from. Refer to the RATTUAJ Capital City Unemployment Rate Supporting Document on the Provider Portal for the current unemployment rates.

For the purpose of RATTUAJ, capital cities are the 2011 Urban Centre Localities State and Territory Capital Cities defined by the Australian Bureau of Statistics. All other areas are classified as Regional.

Providers can use publicly available geospatial calculators, such as Google Maps, to assess if a location is at least 90 minutes travel from where the Participant is currently residing.

(Grant Agreement reference: clause 161)

### **Assess placement eligibility**

RATTUAJ assistance must only be provided once the Participant receives an offer of ongoing employment.

For a RATTUAJ Placement to be eligible, the Participant must have accepted a job offer and the Employer must declare they have, using any method, attempted to employ local workers for the position (for example, advertised in a newspaper or shopfront).

By signing the RATTUAJ Agreement, the Provider is confirming they have confirmed with the Employer that they attempted to employ local workers.

The Provider must ensure the RATTUAJ Placement:

- is an ongoing position (offering more than 20 hours of work per week);
  - Participants with an approved Partial Capacity to Work (PCW) at the time of the RATTUAJ Agreement, can choose to work above their PCW hours, but cannot be compelled to do so. However, the job must be a minimum of 15 hours a week.
- is ongoing for more than 6 months;
- complies with all Employment Standards under any relevant Commonwealth, and state and territory laws, including:
  - complying with the National Employment Standards;
  - remunerates the RATTUAJ Participant at least the equivalent of the minimum rate prescribed in any Modern Award that covers or applies to the RATTUAJ Placement, or if no Modern Award or relevant industrial instrument covers or applies to the RATTUAJ Placement, the National Minimum Wage;
- complies with all relevant laws and requirements of any Commonwealth, state, territory or local authority, including work, health and safety legislation;
- provides a safe system of work at all times during the RATTUAJ Placement;
- agreement is created and approved in the Department's IT Systems within 28 days of the job commencing;
- is not self-employment or commission-based; and
- is not a Non-Payable Outcome as defined in the DES Grant Agreement.

If there is a short paid or unpaid work trial, negotiations for a RATTUAJ Placement must occur before the work trial commences.

(Grant Agreement reference: clause 161)

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## Generating a RATTUAJ Agreement

The RATTUAJ Agreement is between the Provider and the Participant.

Once the Provider is satisfied the Participant and placement are eligible, a RATTUAJ Agreement can be created.

The Provider must explain the RATTUAJ Agreement to the Participant and have them complete and sign the agreement within 28 days of the job commencing.

In signing the RATTUAJ Agreement, the Participant and Provider confirm the Participant has received and accepted an offer of employment that is more than 20 hours a week and ongoing for more than six months.

The Provider must end the RATTUAJ Agreement when all RATTUAJ Payments have been claimed (including where no claims are required) or where:

- the relocation is complete;
- the job did not commence; or
- the relocation did not occur.



Providers must enter a Vacancy and refer the Participant to the Vacancy before creating a RATTUAJ Agreement.



Providers create, manage and approve the RATTUAJ Agreement in ESS Web.

**Note:** Agreements can be created prior to Placement being set to Placement Confirmed i.e. Expected to start (ETS).



Providers can approve the RATTUAJ Agreement prior to, but not later than 28 days after the Vacancy has commenced.



ESS Web automatically ends the RATTUAJ Agreement three months after the approval date.

(Grant Agreement reference: clause 161)

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## Payment of RATTUAJ

RATTUAJ Payments are either paid to a supplier or reimbursed to the Participant for costs incurred to relocate. Funding must only be provided for costs incurred within the RATTUAJ Agreement period or within 28 days of commencing employment.

The Provider must make Payments out of their own funds to the supplier or to the Participant.



Providers must only claim Reimbursement up to the same dollar value they paid (see Documentary Evidence Section in this Guideline).

An eligible Participant can be reimbursed up to:

- \$3,000 (GST exclusive) if relocating to a capital city;
- \$6,000 (GST exclusive) if relocating to a regional area;
- an extra \$3,000 (GST exclusive) if relocating with a dependent.

## Definition of a dependent

The Provider must assess the 'dependent' relationship to the Participant and must seek Documentary Evidence.

A dependent may include a member of the Participant's household who is a:

- dependent child/children under 24 years of age who is:
  - financially dependent on the relocating Participant; or
  - is the dependent child of the partner of the Participant where they are a member of a couple under social security law and the partner is receiving a government payment related to the Child or Children.
- spouse/partner of the participant who is also receiving an Australian Government income support payment or pension
- an elderly parent/s who:
  - has reached Australian Age Pension age;
  - lives in the same residence as the Participant;
  - is dependent on the Participant for day to day care;
  - is relocating to reside with the Participant.

Where costs relating to a dependent are incurred, but the total expenditure of the relocation is less than the amount of relocation assistance without the additional \$3,000, the Participant is still required to provide proof of the relationship.

Where the dependent of the Participant does not meet these requirements, Providers can assess if there is a genuine dependency relationship. The Provider must keep a file note outlining their reasons for the approval. Example: Where the Participant may have legal caring responsibilities for an adult child with a disability, it would be reasonable to grant up to the additional \$3,000 in relocation assistance. The Provider must confirm this relationship is reasonable.



The Provider must obtain and retain copies of documentation confirming:

- the dependent nature of the relationship
- proof of age
- there is a shared residential address at the home location.

## Eligible items under RATTUAJ


RATTUAJ Payments are flexible and can be used to help a Participant:

- prepare to move
- move
- settle into the new location.

Providers must:


- negotiate with and advise the Participant on eligible relocation costs
- obtain and retain at least two quotes for the relocation costs:
  - if there is only one supplier, only one quote needs to be obtained and retained;
  - quotes must include:
    - the suppliers name and ABN
    - date of quote
    - details of items in the quote including details of the service delivered; and

- quote amount (including GST).
- ensure that costs represent value for money and, where required, are based on the quotes obtained.

 Providers must obtain sufficient Documentary Evidence as outlined in this Guideline.

(Grant Agreement reference: clause 161)

### Approved items under RATTUAJ

 Providers must select one of the six categories in ESS Web (highlighted in bold below). These six categories have different eligible items that can be paid for. Providers are expected to ensure they are choosing the correct category for the individual purchase and not bulking all items into one category.

A detailed list of approved items is included below as a guide. This is not an exhaustive list.

Providers should contact their Account or Contract Manager to seek clarification on additional approved items or to seek assistance.

- Accommodation
  - Non-rent accommodation at new location—two weeks\*
  - Rent at new location—up to two months
- Disturbance costs
  - Gardening fees\*
  - Cleaning fees\*
  - Pet boarding fees—up to one month\*
  - First groceries to set up house
  - Utility connection and exit costs
  - Relocation-associated legal costs
  - Associated medical costs
  - School uniforms
  - School enrolment fees
  - Reasonable breaking lease costs
  - Vehicle registration transfer fees
  - Licence transfer fees
- Employment
  - Tools (up to \$500)
  - Safety clothing
  - Uniforms
  - Boots
- Removalist/Self-removal
  - Removalists and removalist insurance\*
  - Truck hire\*
  - Storage\*
  - Trailer hire\*



- Rental Bond
  - Must not exceed the state or territory bond payment—for example, some states only allow a bond payment to reflect the first four weeks of rent as the bond payment
- Travel
  - Plane, train or ship tickets and fees\*
  - Car hire and car hire insurance\*
  - Pet transport\*
  - Baggage allowances
  - Fuel
  - Incidentals during travel, for example, food and drinks
  - In-transit accommodation costs

\* Note, quotes are required before purchasing these services.



Providers must obtain and retain sufficient Documentary Evidence as outlined in these Guidelines. See the section on Documentary Evidence Requirements for further information.

### Prohibited Relocation Assistance funding

Prohibited items include:

- Assets—for example, whitegoods, furniture, tyres, other household items
- Ongoing costs—for example, utilities, school fees, mortgage
- Rent beyond two months
- Repairs—including vehicles
- Alcohol and tobacco purchases
- Post Placement Support
- Cost of return to location or additional costs at same location
- Association fees

For further advice on ineligible items, Providers should contact their Relationship Manager.

### Rental bond payments for Participants


Providers should have the bond paid and registered with the relevant state or territory bond board in their organisation's name, except where:

- the relevant law or lease agreement places liability for excess damages with the party that paid the bond; or
- it is not possible to lodge the bond in the organisation's name:
  - In these circumstances, the Provider must inform the Participant that when the lease ends, it is their responsibility to return any remaining bond money to the Provider

Providers must ensure they understand their relevant state or territory laws regarding bond payments and the amount allowed to be paid. For example, some states only allow up to four weeks of rent to be paid as bond.

Providers must check if they can nominate themselves on the bond return form to receive the refund. Providers must endeavour to seek the bond payment back from the Participant or the rental bond agency.

Providers are required to reimburse the Department the rental bond refund amount at the end of the Participant's lease.

-  Providers are required to retain copies of the relevant state or territory bond lodgement form and any receipts issued.

### Up-front payments

Providers can offer a RATTUAJ Participant an upfront payment of up to \$2000 to assist them to relocate for ongoing work.

If the Provider cannot make the payment directly to the supplier on behalf of the Participant and the Participant declares they are experiencing financial hardship, the Provider is able to make an up-front payments for amount over \$2000 or provide a pre-paid debit card.

Financial hardship exists where the Participant is unable to commence the RATTUAJ Placement if up-front payments are not provided. An up-front payment can be used to pay for a Participant's expenses before the expense has been incurred.

Pre-paid debit cards can be used and are classified as an up-front payment. These can cover basic items such as petrol, groceries or toiletries.

**Example:** If the Participant needs money to pay for petrol and the Provider is not able to pay the Petrol Station directly, the Provider can provide a pre-paid debit card or a payment to the Participant.




If the Provider agrees to pay the Participant the up-front payment, the Provider must:

- be satisfied payments have been used as agreed with the Participant:
  - this includes ensuring receipts are sighted and kept on record
- where possible, obtain and retain at least two (unless there is only one supplier) quotes for the costs:
  - if there is only one supplier, only one quote needs to be obtained and retained
- ensure up-front payments represent value for money and, where required, are based on the quotes obtained
- ensure extra funding of the same type of expense is only provided after the Participant demonstrates the initial up-front payment is insufficient

**Example:** If \$200 is initially provided for fuel and the actual fuel cost is \$250, the additional \$50 can be paid.

### **Claims for Reimbursement**

Providers can submit a claim for Reimbursement from the Department where they have properly paid a relocation cost to the Participant or supplier.

-  Providers can lodge claims for Reimbursement from the date the RATTUAJ Agreement is approved but not later than 56 calendar days after the RATTUAJ Agreement has ended.
-  When claiming Reimbursement of the Payment, Providers must select the appropriate Payment category in the Department's IT Systems.
  - All outstanding Reimbursements must be claimed within 56 calendar days after the end of the RATTUAJ Agreement.
-  When submitting claims for Reimbursement, The Department's IT Systems will not allow purchase dates prior to the approval date of the Agreement to be entered. For costs incurred

prior to the Agreement approval date, but within 28 days of the employment start date, Providers must:

- record the purchase date in the Department's IT Systems as the first day of the Agreement
- note the recorded purchase date is different to the Documentary Evidence in the comments field.

(Grant Agreement reference: clause 161)

## **Goods and Services Tax**

Providers need to consider any tax liability and GST implications and obtain their own taxation advice.

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## **Managing Participants on a RATTUAJ Agreement**

### **Compliance Actions**

Providers must advise Participants they may be subject to an Unemployment Failure which would result in cancellation of income support payment and a 6 week preclusion if, without a Reasonable Excuse, they:

- voluntarily leave a job where RATTUAJ has been provided, within the first six months
- have their employment terminated due to misconduct.

Providers must also advise Participants they may be subject to a Work Refusal Failure which would result in cancellation of payment and a four week non-payment period if, without a Reasonable Excuse, they accept the position, receive RATTUAJ, but do not commence employment.

Providers, following discussion with the Participant as to their reasons for the above circumstances, should submit a Participation Report in the above circumstances.

### **Transfer of a Participant**

The Department's IT Systems prevents approved RATTUAJ Agreements from being automatically transferred to another Provider or Site.

Providers can manually transfer Participants between Sites and Providers or a Participant may ask to transfer to another Provider. Before this is done, both the gaining and losing Providers must negotiate the continued servicing of the Participant and the RATTUAJ Agreement.

If the gaining Provider agrees to service the Participant, both the Provider and the Participant must sign a new RATTUAJ Agreement and share the Participant's details. This will allow the new Provider to make claims under RATTUAJ.

To transfer a RATTUAJ Agreement in The Department's IT Systems, Providers should email their Relationship Manager.


(Grant Agreement reference: clause 161)

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## Documentary Evidence Requirements


### RATTUAJ Agreement

 Providers must approve the RATTUAJ Agreement in ESS Web.

 Providers must record the following details in ESS Web:


- Vacancy details
- Employer details
- Placement details

If submitting an override or special claim request, the Provider must include the linked Agreement identifier and/or the Vacancy Identifier and the reason why the override was approved.

 Providers must retain or upload to the Department's IT Systems Documentary Evidence containing a RATTUAJ Agreement signed by the Provider and Participant that confirms:

- the Participant has accepted a job offer
- the Provider has sighted evidence of any claimed dependents
- the Participant has declared any claimed dependents will be moving with the Participant


### Evidence of a dependent (if applicable)

 The following evidence must be retained or uploaded into the Department's IT Systems:

- the identity of the dependent
- evidence that the RATTUAJ Participant is receiving a government payment related to the child or children, including:
  - Newstart Allowance or JobSeeker Payment at the Principal Carer Parent or partnered rate)
  - Family Tax Benefit, or
  - Child Care Rebate/Subsidy
- evidence confirming the Participant has legal care responsibilities for the dependent
- evidence confirming the dependent lives with the Participant
- evidence that the Participant is receiving an Australian Government carers allowance or similar

**Note:** Where the dependent does not meet the standard eligibility requirements in the RATTUAJ Guideline but the Provider's assessment is that the dependent is reliant on the Participant and eligible for additional funding for relocation assistance, a file note outlining their reasons for the approval must be kept.

### Claiming Reimbursements

 The following evidence must be retained or uploaded into the Departments IT Systems:

- a valid tax invoice that distinguishes between individual item costs:
  - if required, a Provider can issue a Recipient created tax invoice (RCTI) as long as the supplier is registered for GST. The RCTI must contain all of the information required of a tax invoice

- evidence of payment from the Provider to the Participant or third party supplier, this may include:
  - a record of transaction (bank statement or a record of transaction from the Provider's financial system)
  - a Tax Invoice with the receipt from the Supplier
  - a remittance advice, or
  - other valid proof of payment
- at least two quotes for the Reimbursement of items that require quotes as per the RATTUAI Guideline. If there is one supplier, only one quote needs to be obtained and kept on file.

### **Up front payments**

If the Provider agrees to pay the Participant the up-front payment, the Provider must:

- provide evidence that the payment has been paid to the Participant
- obtain and retain at least two quotes for the costs. If there is one supplier, only one quote needs to be obtained and kept on file.

## Sample agreement

### Relocation Assistance to Take Up a Job Agreement

**This is a sample only.**

**The actual template is generated from ESSWeb.**

<b>A. Participant details</b>	
Participant name:	
Participant ID:	
<b>B. Provider details</b>	
Name:	
Site:	
Contact name:	
Phone:	
<b>C. Employment details</b>	
Vacancy ID:	
Vacancy title:	
Name:	
Phone:	
Expected start date:	
Contact name:	
Email:	
ABN:	
<b>D. Relocation details</b>	
Originating address:	
Relocation address at the time of signing the agreement:	
Proposed Relocation address:	
<b>E. Relocation Assistance Funding</b>	
Assistance amount (up to):	
<b>F. Dependent details</b>	
Dependent name/s:	

## General Terms and Conditions

### Term of this Agreement

1. The Participant may have a temporary accommodation address at the time the agreement is signed, which may subsequently change to a permanent address prior to or after commencing in Employment. This may change the Relocation Area and the amount of assistance that the Participant is eligible to receive.
2. This agreement commences on the day it is signed by the Participant or from employment commencement date if signed within 28 days, and ends:
  - if the Participant does not relocate to the Relocation Area
  - if the Participant does not commence in the Employment by the Expected Start Date
  - when the Participant has relocated to the Relocation Area, commenced the Employment, made all relevant valid claims for reimbursement, and been paid those claims by the Provider, or
  - three months from the date this Agreement is signed, whichever is earliest.
3. The Participant represents that he or she has accepted the Employment with the Employer, and has agreed with the Employer to relocate to the Relocation Area, and commence in the Employment, in accordance with the details specified in this agreement.

### Payments—General

4. Subject to this agreement, the Provider will pay the Relocation Assistance for costs associated with the Participant:
  - preparing to move to the Relocation Area
  - moving to the Relocation Area
  - when the job seeker has relocated to the Relocation Area, commenced the employment, made all relevant valid claims for reimbursement, and been paid those claims by the Provider
  - settling at the Relocation Area
  - either by up-front payments and/or reimbursing costs incurred by the Participant, or making payments directly to a relevant supplier, as determined by the Provider.
5. The Provider must advise the Participant of what relocation costs are eligible for payment as Relocation Assistance.
6. The Provider must obtain (from the supplier or Participant) and retain at least two quotes in relation to some relocation costs as advised by the Provider, prior to payment of any relevant invoice or up-front payment (unless there is only one supplier available at the relevant location to provide the service).
7. The Participant must provide the Provider with:
  - invoices, receipts or other evidence of valid relocation costs to be reimbursed to the Participant or directly to a supplier
  - any other additional evidence, including quotes, requested by the Provider, as soon as is practicable.

## Up-front payment

8. The Provider may make RATTUAJ Payments of up to \$2000 to the Participant in advance of the Participant incurring expenses.

The Provider may make payments of Relocation Assistance of amounts over \$2000 to the Participant in advance of the Participant incurring expenses where:

- the Participant demonstrates financial hardship, as determined by the Provider; and
- the Provider cannot reasonably make payment on behalf of the Participant directly to a relevant supplier; and
- subject to any terms and conditions that the Provider may impose.

## Freedom of Information

Documents in the possession of the Department and its contracted service Providers are subject to disclosure in response to a request made under the *Freedom of Information Act 1982* (FOI Act).

There are a number of exceptions to release and, where appropriate, the Department will consult with affected individuals or organisations prior to before making a decision on access to documents.

## Declaration and execution of Agreement by the Provider:

By signing the below, I declare that:	
<ul style="list-style-type: none"><li>• I am duly authorised by the Provider to complete and sign this declaration.</li><li>• I have complied with the DES Grant Agreement as well as the Managing Relocation Assistance to Take Up a Job Guidelines.</li><li>• The Participant has received and accepted an offer of employment.</li><li>• I will provide the Participant with a signed copy of this completed Agreement.</li></ul>	
<b>Signature:</b>	
<b>Date:</b>	
<b>Name:</b>	



## Declaration and execution of Agreement by Participant:

By signing below, I declare that:

- The Provider has explained to me the requirements I must meet to participate in the Relocation Assistance to Take Up a Job program, including my obligations under this agreement.
- To the best of my knowledge, the information I have provided for the purposes of this agreement is true, accurate and complete.
- I have accepted an offer of employment from the Employer that is more than 20 hours a week and ongoing and sustainable work for more than six months.
- I will work with my Provider to ensure that my relocation is successfully completed and to maximise the chances of the success of my employment under the Relocation Assistance to Take Up a Job program.
- I understand that I may have my income support payments cancelled and serve a non-payment period for four weeks if, without a reasonable excuse, I do not commence the Employment with the Employer
- I understand that I may have my income support payments cancelled and serve a non-payment period for six weeks if:
  - without a reasonable excuse, I voluntarily leave the Employment within the first six months
  - the Employment is terminated due to misconduct on my part within the first six months.
- I agree to all the terms and conditions specified in this agreement.

<b>Signature:</b>	
<b>Date:</b>	
<b>Name:</b>	