

# Disability Support Services

## Tier Two Service Specification

### Flexible Disability Supports – Enabling Good Lives

#### 1.0 Introduction

This Tier Two Service Specification provides the overarching Service Specification for Flexible Disability Supports funded by Disability Support Services (DSS) for the Enabling Good Lives Demonstration. It should be read in conjunction with the DSS Tier One Service Specification, which details requirements common to all services funded by DSS, and the Outcome Agreement terms (collectively referred to as the Agreement).

DSS represents the interests of all Funders under this Service Specification.

#### 2.0 Service Definition

This Service Specification is for Flexible Disability Supports (the Services) that are to be provided to a Person, who is a participant in the EGL Demonstration, and who chooses to use the Services.

Flexible Disability Supports are where a Provider can provide to a Person one of, or a combination of:

- a. Direct Fundholding
- b. Facilitated Buying
- c. Flexible Support

Providers delivering Flexible Disability Supports will work with people to purchase/provide disability supports that are directed by the Person (and their representative/ family/whānau).

#### 2.1 Key Terms

The following are definitions of key terms used in this Service Specification:

| Term          | Definition   |
|---------------|--|
| Action Plan   | Plan developed as part of the Enabling Good Lives Organisational Self Review process (detailed in 9.1 of this Service Specification). The Action Plan will identify areas where the Provider requires development. |
| Budget Period | The Funding Manager will give a Person a start date and a review date  |

| <b>Term</b>                                   | <b>Definition</b>  |
|---|--|
|   | for the Person's Personal Budget. This time frame is known as the Budget Period.   |
| Demonstration                                 | Enabling Good Lives Demonstration. A demonstration that trials changes to the support frameworks and systems for people with a disability. The Demonstration will recommend long term changes to Government that will transform the system.  |
| Demonstration Office                          | The Demonstration Office responsible for managing the Enabling Good Lives Christchurch Demonstration.  |
| Direct Fundholding                            | Management, by provision of Host Services, of some (or all) of the support that People buy directly themselves (when the Person is Self-Managing). These Host Services are to be provided by the Provider on the terms set out in Appendix C, in the Service Specification and Guidelines for Hosted Funding |
| Disability Supports                           | Supports provided due to the additional cost of living with a disability.  |
| EGL   | Enabling Good Lives.   |
| Facilitated Buying                            | Where an organisation purchases disability support from a third party Provider on behalf of the Person.  |
| Flexible Support                              | These are supports aligned to the EGL Purchasing Guidelines, and are provided directly by the Provider to the Person.  |
| Funder(s)                                     | Relevant Ministries who fund disability support and are participating in the Demonstration. Within the Christchurch Demonstration relevant Ministries are the Ministries of Health, Education and Social Development.  |
| Funding Manager                               | The organisation responsible for allocating funding. Within the Christchurch Demonstration the Funding Manager is the Needs Assessment and Service Coordination organisation (NASC).   |
| Goals   | See 'Outcomes'   |
| Host  | EGL Host Provider. A (contracted) Ministry of Health provider who provides the EGL Host Services to a Person as a way to purchase and manage their supports.   |
| Host Services                                 | Providers who offer Direct Fundholding have mandatory Host Services that must be provided. These are detailed in the Enabling Good Lives Hosted Personal Budgets Specification (Appendix C) and include coaching, an invoicing mechanism and an element of monitoring.                                       |
| Ministry                                      | The Ministry of Health (Funder).   |
| MOE   | The Ministry of Education (Funder).  |
| MSD   | The Ministry of Social Development (Funder).   |
| My Plan (also known as Personal Plan or Plan) | A Person's plan that records their thinking and aspirations. It is record of the Person's choices, dreams, aspirations and desired outcomes.   |

| <b>Term</b>  | <b>Definition</b>   |
|--|---|
| NASC   | Needs Assessment and Service Co-ordination (NASC) organisations. These organisations are funded by the Ministry of Health for people with a lifelong disability usually under 65 years of age. Their roles are first to assess the Person's needs, and then to coordinate other services to meet these needs and allocate a Personal Budget.                    |
| Navigator  | A person who can assist People and family/whānau to consider existing options and create new possibilities. The degree of involvement an individual or family has with a Navigator is negotiated between the parties. This role is independent of a Provider.   |
| Nominated Agent                                    | An individual (nominated by the Person) who is able to make decisions on behalf of the Person that relate to the management of the Person's supports. This individual will be identified through the assessment process.  |
| Outcome Agreement                                  | The Agreement terms entered between the Purchasing Agency and the Provider which incorporate this Tier Two Service Specification.   |
| Outcome (goal)                                     | An aspiration, target, objective or future condition that the Person wishes to achieve in relation to them leading an everyday life.  |
| Person/People                                      | An EGL participant who is eligible for inclusion in the Demonstration. Eligibility of a Person to participate in the Demonstration is determined by the Demonstration Office in accordance with Funder policy from time to time. This may also include the family/whānau at the Person's request or their Nominated Agent, as the representative of the Person. |
| Personal Budget                                    | The amount of funding a Person is allocated by the Funding Manager to enable them to purchase Disability Supports. This can comprise of MOE, MOH and/or MSD contributions. A Personal Budget has a start date, an end date and is usually a year long.  |
| Purchasing Agency                                  | The Ministry of Health  |
| Purchasing Guidelines or EGL Purchasing Guidelines | The Purchasing Guidelines set out what people can buy with the funding they have been allocated by the EGL Funding Manager or the NASC. The Purchasing Guidelines are contained in Appendix A of this Service Specification, and if they are updated by the Ministry at any time that updated version will apply.   |
| Self-Managing                                      | Where the Person directly employs and handles their own payroll and other obligations. Funding will be placed directly in a Person's bank account when the Host receives validation that support services have been purchased or received. The Person will then be able to pay for their own supports.  |
| Service Specification                              | This Specification for Flexible Disability Supports – Enabling Good Lives, incorporating all Appendices   |
| Stakeholders                                       | Stakeholders are people/organisations who support the Person. This may include a Navigator employed within the Demonstration.   |
| Support Agreement                                  | A Support Agreement is between a Person and their chosen Provider. It will document what Flexible Disability Supports are delivered, and how  |

| Term           | Definition  |
|----------------|---|
|                | they are to be delivered and is further described in clause 6.3. This Support Agreement replaces the Individual Service Plan in the case of Direct Fundholding.   |
| Support Worker | An individual who is responsible for delivering support services and includes the provision of direct care or support service to the Person and covers all staff who are:<br>(a) Employed<br>(b) Contracted<br>(c) Volunteer Support Workers accountable to the Provider. |

### 3.0 Service Objectives

The Person receives Flexible Disability Supports to support them in living the everyday life that they choose.

Flexible Disability Supports are not intended to be an option that supports people to continue to live in residential services.

The EGL Principles are the foundation of Flexible Disability Supports and are summarised in the table below.

|                               |  |
|-------------------------------|--|
| <b>Self-determination</b>     | Disabled people are in control of their lives.   |
| <b>Beginning early</b>        | Invest early in families and whānau to support them; to be aspirational for their disabled child; to build community and natural supports; and to support disabled children to become independent, rather than waiting for a crisis before support is available. |
| <b>Person-centred</b>         | Disabled people have supports that are tailored to their individual needs and goals, and that take a whole life approach rather than being split across programmes.  |
| <b>Ordinary life outcomes</b> | Disabled people are supported to live an everyday life in everyday places. They are regarded as citizens with opportunities for learning, employment, having a home and family, and social participation - like others at similar stages of life.                |
| <b>Mainstream first</b>       | Disabled people are supported to access mainstream services before specialist disability services.   |
| <b>Mana enhancing</b>         | The abilities and contributions of disabled people and their families are recognised and respected.  |
| <b>Easy to use</b>            | Disabled people have supports that are simple to use and flexible.   |
| <b>Relationship building</b>  | Supports build and strengthen relationships between disabled people, their whānau and community.   |

Successful Flexible Disability Supports occur when the EGL Principles have been embedded in Provider practice.

Flexible Disability Supports are designed to assist the Person to achieve outcomes set out in a Person’s ‘My Plan’ and must do so in ways that are consistent with the EGL Purchasing Guidelines. The support that is delivered within Flexible Disability Supports will be agreed in a Support Agreement between the Person and the Provider.

The Person needs to be satisfied that:

- they have been able to choose the support, who supports them and how they are supported
- they are respected as an individual
- Flexible Disability Supports are assisting them progress towards their desired outcomes
- they have the support that they require to be able to exercise the level of self-determination and management they wish over their supports.

**4.0 Service Performance Measures**

Performance Measures form part of the Results Based Accountability (RBA) Framework. The Performance Measures in the table below represent key service areas the Purchasing Agency and the Provider will monitor to help assess service delivery. Full Reporting requirements regarding these measures are detailed in Appendix 3 of the Outcome Agreement, except that the frequency of reporting shall be quarterly in accordance with clause 12 of this Service Specification. It is anticipated the Performance Measures will evolve over time to reflect Ministry priorities.

The “How much”, “How well” and “Better off” headings relate to different types of RBA Performance Measures.

Measures below are detailed in the Data Dictionary, which defines what the Ministry means by certain key phrases.

|    | <b>How much</b>                   | <b>How well</b>   | <b>Better off</b>  |
|----|-----------------------------------|---|--|
| 1. | # of Support Agreements set up.   |   | # of People who reported that they had support as agreed in their Support Agreement. |
| 2. | # of Support Agreements reviewed. | % of Support Agreements reviewed within 3 months of their start.<br>% of Support Agreements reviewed within 12 months of their last review. |  |

|    | How much   | How well                                    | Better off   |
|----|--|---|--|
| 3. | # of people accessing Direct Fundholding.  |   |  |
| 4. | # of people accessing Facilitated Buying.  |   |  |
| 5. | # of people accessing Flexible Support.  |   |  |
| 6. | # of goals/outcomes achieved.  |   | # of People who report that they are making progress towards their outcomes.<br># of People who report that the achievement of their outcomes is making a difference in their lives. |
| 7. | # of complaints that have been received.   | % of complaints that have been resolved.    |  |
| 8. | # of actions to improve the organisation that have been identified as part of the EGL Organisational Self Review Tool Action Plan. | % of actions completed in reporting period. |  |

## 5.0 Service Users

A Person who:

- has been determined to be eligible to receive Flexible Disability Supports by the Funding Manager in accordance with Funder policy from time to time; and
- has been given a flexible Personal Budget; and
- has chosen Flexible Disability Supports as a mechanism for managing their Personal Budget.

## 6.0 Process

### 6.1 Funding arrangement and Personal Budget

The Person and the Funding Manager determine:

- what outcomes a Person is seeking to achieve through funding; and
- what disability supports that they intend to purchase with the Personal Budget they have been allocated by the Funding Manager
- which purchasing options the Person wants to use to deliver their disability supports from:
  - Contracted Support Services
  - Hosted Services
  - Flexible Disability Supports
- which provider (or providers) will deliver the chosen disability supports

The Person may also receive support from a Navigator, a person from their network or a Provider to identify how much of their Personal Budget they will use with each Provider.

If the Personal Budget does not match what the Person wishes to purchase (or receive) then the Person will need to discuss this with the Provider, family/whānau or other stakeholders.

A process for these discussions will be agreed between relevant stakeholders.

## **6.2 Referral**

If a Person chooses Flexible Disability Supports, the Funding Manager will offer them a range of Providers who can offer Flexible Disability Supports.

When the Person chooses a Provider, the Funding Manager will make a referral to that Provider. The referral will include:

- the agreed amount of funding to be used at the Provider
- the type and amount of supports to be purchased
- the start date
- the end date.

The Person may choose one or more providers to deliver Flexible Disability Supports.

## **6.3 Support Agreement**

The Person and the Provider must develop and agree a written Support Agreement that details how the Provider will support them and the relationship between the Person and the Provider, and each party's responsibilities. The Support Agreement sets out particular types and levels of support that the Provider will deliver to the Person and how much of the Person's Personal Budget will be paid to the provider for delivering that support.

The development of the Support Agreement must give consideration to a range of factors including:

- the outcomes identified as part of the assessment and recorded in 'My Plan'
- evidence the Support Agreement is personalised and reflects the Person's preferences
- the cost of service provision is within the Personal Budget that has been referred to this Provider by the Funding Manager for this Person
- the support provided is consistent with the EGL Purchasing Guidelines the EGL Principles

- the Support Agreement is presented in a format that is accessible to the Person, other stakeholders, and auditors
- the cost of any services / supports / fees to be paid to the Provider from the Personal Budget
- contingencies for situations where things don't go as planned
- how the Person will identify changes to their Support Agreement
- the roles and responsibilities of all parties including linkages to complaints processes, Person/family responsibilities and ensuring all relevant stakeholders agree to the Support Agreement.
- how often the Support Agreement will be reviewed
- the process for either party to give notice to terminate the agreement, including notice periods.
- accountability arrangements where the person is managing their own Personal Budget (as per Direct Fundholding).

Where the Person is using Direct Fundholding the Support Agreement will include the equivalent of the following provisions:

- The Person agrees that any overpayment of the Personal Budget for supports not provided, or provided otherwise than as permitted under this Agreement must be repaid by the Person.
- The Person agrees that they will cooperate with any audit of expenditure of their Personal Budget instigated by the Purchasing Agency, and will make available on request all records to verify the expenditures.

A Support Agreement must be signed by and copied to all parties before support starts.

The Support Agreement should ideally be reviewed within three months of support starting and have an annual review.

The Person must be made aware that they must communicate with the Funding Manager if the support being purchased or delivered differs from support identified through the referral determination with the funding Manager (as referenced in clause 6.1 and 6.2) assessment process. The process for this communication will be agreed between the Funding Manager and the Person. The Person can be supported in this communication by the Provider or relevant stakeholders.

## **7.0 Roles**

### **7.1 The Person**

The role of the Person in a Flexible Disability Support arrangement is to:



- lead the development and review of a Support Agreement that includes the documentation of aspects such as where and how they want to live, what they want to achieve, and how they will be supported
- oversee the provision of support agreed in the Support Agreement and make day- to- day decisions about how that support is provided
- lead/direct a regular review of their support arrangements
- ensure that the support purchased/received is the most cost effective and relevant way to support them to achieve outcomes identified in their plan, with support where necessary
- manage their own home and living arrangements including tenancy (if they are renting), with support where necessary
- manage the support options they access in the community, with support where necessary
- manage everyday costs of daily living, with support where necessary
- raise any concerns/complaints they may have with the service being provided in a safe and supportive manner
- seek to terminate the agreement with the Provider in line with agreed process
- participate if they choose in an evaluation of the demonstration commissioned by Funders
- Retain and make available all necessary documentation to support expenditures related to the Personal Budget that the Person has Self-Managed.

The Provider, the Funding Manager, family and whānau, a friend, an advocate or a Navigator may support the Person to fulfil their role where the Person has requested this support in line with the principles of supported decision making (see Appendix B of this Service Specification for more information on supported decision making), provided that, in doing so, any conflict of interest is managed appropriately.

## 7.2 The Provider

The role of the Flexible Disability Support Provider is to:

- work with the Person, the Funding Manager, the Person's family and whānau and other stakeholders (where requested) to identify how much funding is required from the Person's Personal Budget to deliver Flexible Disability Supports
- work with the Person, and other stakeholders (including the Funding Manager, the Person's family/whānau), where appropriate, to develop the Support Agreement documenting how the Person will be supported including the Provider's role in commissioning and organising that support
- commit to undertaking a list of agreed activities and actions to support the Person according to the Support Agreement

- commission<sup>1</sup>, provide and organise support according to the Person's Support Agreement
- where requested, support the Person to:
  - find a home
  - develop the skills and supports required to maintain a tenancy (or a different form of occupancy arrangement as appropriate)
  - manage everyday costs
  - build the life outlined in the Person's 'My Plan'
  - manage support options they access in the community
  - ensure that the support purchased/received is the most cost effective and relevant way to support the Person to achieve outcomes identified in their plan
- support the Person to access any form of income assistance they may be eligible for
- support the Person to initiate a regular Person-directed monitoring process to ensure the Support Agreement is reviewed and revised regularly
- work with the Person to develop a contingency process in case the support arrangement (or aspects of it) don't work as planned
- report to the Ministry and the relevant Funding Manager on the outcomes achieved against the Purchasing Proposal at the Person's review date.
- participate in an evaluation of the demonstration commissioned by Funders.
- assure that expenditure of the Personal Budget by the Person or the Provider meets the requirements of this Agreement.

A Flexible Disability Supports Provider must work in ways that are consistent with the following principles in addition to the EGL Principles:

- The Person is supported to make informed choices about where they live, who they live with and how they are supported.
- All interactions enhance the life of the Person and their status in the community.
- The Person's (legal) status is maximised.
- Plans are in place to enhance independence and skills over time.
- What to do when things go wrong has been anticipated.
- The arrangement is affordable for all parties.

Where the Person is not satisfied with the support delivered by the Provider, the Provider and the Person will work together to ensure that ongoing supports are delivered in a way that is consistent with the EGL Principles.

---

<sup>1</sup> "Commissioning support" recognises arrangements other than directly employing support staff. A provider may look at other options for achieving a particular outcome provided that option is consistent with the EGL Purchasing Guidelines.

### **7.3 The family and whānau**

The Person will decide how much of a role their family and whānau have in their life and in their support arrangements. The Person's family and whānau may be involved in:

- continuing to assist the Person to have a good life through ongoing, every day support
- helping to develop and review My Plan and the Support Agreement and its implementation
- helping to identify suitable housing and support (where applicable)
- supporting the Person to assert their rights and meet their responsibilities
- monitoring the Person's living and/or support arrangements
- participating, if they choose, in an evaluation of the demonstration commissioned by Funders.

### **7.4 Other stakeholders**

The Person will decide how much of a role other stakeholders, for example, friends, have in their life and in their support arrangements. Subject to this, other stakeholders may be involved in:

- helping to develop and review 'My Plan' and the Support Agreement and their implementation
- supporting the Person through the provision of practical support
- participate, if they choose, in an evaluation of the demonstration commissioned by Funders.

## **8.0 Supporting People in a Flexible Disability Support arrangement.**

### **8.1 What funding can or cannot be used for**

The Funding Manager will allocate a fixed amount of funding for each Person being supported under a Flexible Disability Support arrangement. This will be detailed in the referral to the Provider (refer clause 6.2)

This funding will be paid to the Provider (as set out in clause 8.2, on a fee for service basis) and will be used by that Provider to commission a range of different types of disability support for the Person according to the Support Agreement.

Funders and the Demonstration have prepared guidelines on what this funding can and cannot be used for. These guidelines "Purchasing Guidelines for the Enabling Good Lives Demonstration" are included as Appendix A of this Service Specification.

The Guidelines may be amended from time to time at the Funder's and EGL's discretion by notice in writing to the Provider in accordance with this agreement.

The use of all funding must also be aligned to the referral made to the Provider pursuant to clause 6.2, the Person's My Plan and the Support Agreement.

The Flexible Disability Supports purchased should be the most cost effective and relevant way to support a Person to achieve outcomes identified in their plan.

## **8.2 Purchasing Mechanisms**

There are three possible purchasing options available within Flexible Disability Supports:

- a. Direct Fundholding (for some (or all) of the support that people buy directly).
- b. Facilitated Buying (where a provider purchases support on behalf of the Person).
- c. Flexible Support (where the provider directly delivers support to the Person).

In all cases the Person will be given a Personal Budget and will require a varying range of support to be able to use and manage their Personal Budget.

### Direct Fundholding

Some People will require minimal support to manage their Personal Budget.

Direct Fundholding is where the Provider hosts the funding and the Person takes overall responsibility for managing the budget and the quality of the support purchased.

The Provider will assist the Person with as much or little support as required. The Provider will still need to deliver a range of Host Services to the person. These include, coaching, invoicing and monitoring.

The Person must advise the Provider of any Support Workers the Person is employing (including identification and contact details of any Support Worker).

Where a Provider is supporting a Person under a Direct Fundholding arrangement, the payment provisions within the Enabling Good Lives Hosting Services Specification and Guidelines for Hosted Personal Budgets will apply (refer Appendix C).

### Facilitated Buying

Some People will require assistance with purchasing disability supports.

In these cases the Provider can only purchase supports as directed and approved by the Person. All disability supports purchased must be aligned to the Purchasing Guidelines. This could include supports from a Third Party Provider.

Where the Person wants the Provider to Purchase a type of support that hasn't been discussed with the Funding Manager, this should be notified to the Funding Manager.

The costs of delivering Facilitated Buying will be negotiated between the Person and the Provider and may change depending on the disability supports the Person wishes the Provider to purchase.

The cost of delivering Facilitated Buying and the costs of the Disability Supports purchased should be invoiced to the Ministry of Health as detailed in the Payment Provisions in clause 9.2 of this Service Specification.

### Delivering Flexible Support

Some People may require more assistance with managing and purchasing disability supports. Providers can support the Person by delivering Flexible Support. This could include the Provider employing Support Workers.

The Person and Provider will discuss what support will be delivered and how it will be delivered. This will be documented in the Support Agreement and must be aligned to the Purchasing Guidelines and to the Tier One Service Specification.

The Person may at any time request that this support change. The processes for doing this will be different for each Person and should be discussed and agreed up front as part of the development and documentation of the Support Agreement.

The cost of delivering Flexible Support should be invoiced to the Ministry of Health as detailed in the Payment Provisions in 9.2 of this Service Specification.

## **8.3 Disclosure**

There will be limits on what is practical and financially feasible under this Service Specification. The Provider must disclose, to the Person and to the Funding Manager, any practical limits they believe exist, including limitations on the range of options they offer to the Person and their family as soon as these limitations become apparent. The Provider must explain that other Providers or other services may not have these limitations, and where these cannot be sub-contracted, refer the Person back to the relevant Funding Manager if the Person wishes to explore the options other Providers might offer.

The Provider must disclose, prior to the Person agreeing to use Flexibility Disability Supports provided by that Provider, all fees that the Provider would charge the Person and take from their Personal Budget, so that the Person can make informed decisions.

## **8.4 Record keeping**

The Provider will keep records that document the provision of support to the Person as per the Support Agreement. The records will include, but not be limited to:

- evidence of support being provided

- the cost of that support (including overheads)
- actual expenses incurred where an item has been purchased or an aspect of the service subcontracted
- all related documentation, such as time sheets, invoices and receipts.

All records will be maintained in a way that is consistent with best practice.

Where necessary the Provider should support the Person to keep appropriate records (where the person is purchasing their own support (refer clause 8.2, Direct Fundholding)).

## **8.5 Changes to the Support Agreement**

Where a Person wishes to change what disability supports s/he intends to purchase or the Provider/Providers they wish to support them; they must discuss this with the Funding Manager. The Provider and the Person must agree how support will be reviewed and changed and what processes the Provider and the Person will use. This process must be documented in the Support Agreement.

The Provider must be flexible, and change the support arrangements on request of the Person, provided that the changed support will remain within the terms of this Agreement.

On some occasions the Provider may not be able to deliver the revised supports. This may be due to many factors including insufficient available Personal Budget or a change in need, or the services not being ones the Provider offers. Where a Provider is unable to deliver the revised supports the Provider should work with the Person to resolve the differences. If the Provider is still unable to deliver the requested support then the Person should be referred to the Funding Manager.

The Funding Manager should review the Person's situation with them and assist the Person to seek alternative Providers or arrangements to ensure their needs are met.

If there is a change in need, a new assessment may be completed by the Funding Manager.

## **8.6 Exit process (transition out)**

The Person may choose to exit Flexible Disability Supports or ask to be supported by another Provider. There may also be circumstances where the Provider is unable to meet the Person's needs and/or expectations. In all cases where the Person is leaving Flexible Disability Supports or changing Providers, the Funding Manager will be advised and will agree to the exit before the Provider stops supporting the Person. This is to ensure the Person's decisions are being respected and that an appropriate transition plan has been put in place before the Provider stops supporting the Person.

If the Person has exited the Provider, the Provider will need to put in place a wash-up process that takes into account:

- any funding that the Provider or Person holds that has not been spent
- any funding that has been accrued and invoiced to the Ministry (or not invoiced to the Ministry) for supports delivered including:
  - annual leave
  - tax/levy obligations.

Any funding that the Provider or Person holds that is not accrued for supports delivered or purchased must be refunded to the Ministry. This can be done through the regular invoicing process.

## **8.7 Complaints**

The Provider must develop a complaints process that is aligned to the EGL Principles. In particular, the complaints process must promote self-determination, remain person centred and be mana enhancing.

## **9.0 Other Provider requirements**

### **9.1 Enabling Good Lives Organisational Self Review Tool**

Flexible Disability Support Providers must use the Enabling Good Lives Organisational Self Review Tool.

The Enabling Good Lives Organisational Self Review process will enable services to identify areas of current strength and areas for development – according to the Enabling Good Lives Principles. As a ‘self review’ process, it is intended to create insight, enable organisations to map a pathway forward, link organisations to relevant guidelines that will assist development and contribute to streamlining external evaluation.

The Enabling Good Lives Organisational Self Review is intended as one way for organisations to:

- enable disabled persons, families and support staff to contribute to service development
- determine areas of current strength
- gather the experiences and perspectives of individuals related to how they believe the service is contributing to them creating a good life for themselves
- identify ‘next steps’ for development
- be a framework for organisations to prioritise actions that are intended to assist them become more fully aligned with an EGL based approach
- assist organisations to identify what “guidelines”/resources will be of most value

- enable the measurement of “change over time”, according to an outcomes approach, directly related to the EGL approach.

When the areas requiring development have been identified, the organisation will discuss with individuals and families how positive change can be made. An Action Plan will need to be created that responds to these areas that require development.

Organisations may wish to convene a “working group,” comprised of disabled people, families and key staff, to set some objectives for what changes will be made, how this can happen and how this will be monitored.

The Enabling Good Lives Organisational Self Review Tool can be found on the Enabling Good Lives website at <http://www.enablinggoodlives.co.nz/about-egl/resources/provider-resources/organisational-self-review/>

## 9.2 Payments

The amount (or amounts) that the Provider will receive in payment for supporting a Person under a Flexible Disability Support arrangement will be agreed with the Person and will be deducted from that Person’s Personal Budget.

- The amounts charged against the Person’s Personal Budget must be fair and reasonable for the service provided (and subject to the review in clause 9.5 below, will be within any limits specified by the Ministry).
- Payment to be made to the Provider by the Person will be documented and agreed in the Person’s Support Agreement.

Funding required from the Personal Budget to pay for Flexible Disability Supports will be invoiced by the Provider to the Ministry of Health by electronic invoice as provided in Appendix 5 of the Outcome Agreement. The Provider must ensure it verifies that delivery of the Flexible Disability Supports has occurred and that the supports are compliant with current Funder policies, prior to invoicing the Ministry for payment.

- Payments to the Provider will be retrospective i.e. after the support has been commissioned or purchased, unless specifically provided otherwise in this Service Specification.
- Unused Funding cannot be saved up for support purchased in a subsequent Personal Budget period. At the end of a Personal Budget period any unexpended funding will lapse.

## 9.3 Audit

The Purchasing Agency may conduct regular Quality Audits of the Providers activities under this Agreement, in accordance with the provisions of Annex B of the Outcome Agreement.



- a. A Quality Audit may relate to the Flexible Disability Supports provided in respect of a single Person (Single Person Quality Audit), or to the general practices of the Provider under this Agreement and not limited to the services provided a specific Person (a General Quality Audit).
- b. A General Quality Audit would not normally occur more than once a year, but multiple Single Person Quality Audits may occur in any year.
- c. The parties will work together to minimise any inconvenience to the Provider in timing of the Quality Audits.

The Provider must immediately notify the Purchasing Agency in writing of any significant risk such as potential fraud, inappropriate use of Flexible Disability Support Funding and safety risk to a Person.

#### **9.4 Accountability of Provider**

Where an overpayment has been made, or funding has not been used for the purposes it was provided for, including where Flexible Disability Supports were not delivered as claimed, or not delivered in accordance with the requirements of this Service Specification, the Provider must ensure that it repays any such overpayment to the Ministry. If the overpayment is due to fraud by a Person, and the Provider could not reasonably have discovered that when conducting its payment verification activities the Payment Agency may decide not to recover the overpayment from the Provider but the Provider must take all reasonable steps to recover the funds from the Person.

The Provider will take steps to recover the overpaid funds from the Person. This may include reduction of Flexible Disability Services to the Person, calculated against the total future Personal Budget to the amount equivalent to the wrongly applied funding, or the Person may repay the amount in monetary equivalent. Other consequences may also follow for the Person, including but not limited to a greater level of management removing some of the choice otherwise available to the Person.

#### **9.5 Review of Provider Fees**

The Ministry is planning to undertake an external review of the Hosted Funding Framework.

This review will provide advice on how much a Provider should charge a Person (from their Personal Budget) where the Provider is administering direct fundholding.

The Ministry will review the Flexible Disability Support Service Specification once the review of the Host Funding Framework has been completed.

## 9.6 Evaluation

The Provider will be expected to participate in the ongoing developmental evaluation of the Demonstration.

## 10.0 Guidelines/Policies/Legislation

The Service Provider must provide Flexible Disability Supports in accordance with:

- a. The Code of Health and Disability Services Consumers' Rights 1996
- b. The Health Act 1956
- c. The Health Information Privacy Code 1994
- d. The New Zealand Disability Strategy 2001
- e. Health Practitioners Competence Assurance Act 2003
- f. Ministry of Health Policy, as issued by the Ministry from time to time
- g. all other relevant law relating to employment, health and safety, privacy.

Providers are encouraged to make use of the Let's Get Real Disability Framework: <http://www.tepou.co.nz/library/tepou/lets-get-real-disability>

Guidelines may be co-developed as part of the Enabling Good Lives Demonstration. These Guidelines will identify processes and policies and will be adhered to by the Provider when delivering Flexible Disability Supports.

## 11.0 Purchase Units

Purchase Units are defined in the Ministry of Health's Nationwide Service Framework Purchase Unit Data Dictionary. The following table is a summary list of the Tier Two Flexible Disability Support Purchase Unit Codes associated with this Service.

| Purchase Unit Codes | Purchase Description                | Unit | Measure | Purchase Measure Definition  |
|---------------------|-------------------------------------|------|---------|--|
| DSSEGLPB            | Enabling Good Lives Personal Budget | Unit | Unit    | Personal Budget allocated by a Funding Manager to a Person. A Personal Budget is allocated to assist the Person achieve Disability Support outcomes identified in My Plan. |

## 12.0 Reporting Requirements

Providers will submit a quarterly report to the Demonstration Office and the Ministry that outline:

- what purchases and supports have been provided under the Purchasing Guidelines (in a template that will be provided by Funders)

- how they have used the Enabling Good Lives Organisational Self Review Tool to develop their organisation and what actions they have made progress on within the reporting period
- performance against the Performance Measures outlined in clause 4.0 of this Service Specification and Annex A of the Outcome Agreement terms.

Further Reporting Requirements (including any Provider specific reporting requirements) are included in Appendix 3 of the Outcome Agreement.

## Appendix A: Enabling Good Lives Purchasing Guidelines



EGL Purchasing  
Guidelines.doc

## Appendix B: Supported Decision Making

*“With supported decision-making, the presumption is always in favour of the person with a disability who will be affected by the decision. The individual is the decision maker; the support person(s) explain(s) the issues, when necessary, and interpret(s) the signs and preferences of the individual. Even when an individual with a disability requires total support, the support person(s) should enable the individual to exercise his/her legal capacity to the greatest extent possible, according to the wishes of the individual. This distinguishes supported decision-making from substituted decision-making, such as advance directives and legal mentors/friends, where the guardian or tutor has court-authorized power to make decisions on behalf of the individual without necessarily having to demonstrate that those decisions are in the individual’s best interest or according to his/her wishes. Paragraph 4 of article 12 calls for safeguards to be put in place to protect against abuse of these support mechanisms.*

*Supported decision-making can take many forms. Those assisting a person may communicate the individual’s intentions to others or help him/her understand the choices at hand. They may help others to realize that a person with significant disabilities is also a person with a history, interests and aims in life, and is someone capable of exercising his/her legal capacity.”*

Source: UN Enable, Chapter Six From provisions to practice: implementing the Convention – Legal Capacity and Supported Decision Making

(<http://www.un.org/disabilities/default.asp?id=242>)

## Appendix C: Hosted Personal Budgets Service Specification and Guidelines

The current Hosted Personal Budgets Service Specification and Guidelines are attached as part of this Tier Two Service Specification.

New versions of this Service Specification and Guidelines will be sent to all affected providers when they are updated, and will be binding on the providers once received.



EGL Hosting Services  
spec v 2.2.doc



Guidelines for Hosted  
Funding within Enabli