

**Disability Support Services (DSS)  
Tier Two Service Specification  
DSSCCL CHOICE IN COMMUNITY LIVING**

## 1.0 Introduction

This Tier Two Service Specification defines what service providers will deliver through Choice in Community Living. The specification should be read in conjunction with the Outcome Agreement terms and DSS’s Tier One Service Specification, which details requirements common to all services funded by Whaikaha – Ministry of Disabled People.

## 2.0 Service Definition

Choice in Community Living provides individual support for a disabled person, who might otherwise need residential services, to plan for and live more independently in a home of their choice.

A Provider delivering Choice in Community Living will work with each Person to purchase and/or provide supports that are directed by the Person (and their representative/ family/whānau) to achieve this purpose.

### 2.1 Key Terms

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

Term	Definition
<b>Approved Service Standard</b>	The Provider is required to maintain Certification as required under the Ngā Paerewa Health and Disability Services Standard NZS 8134:2021. All overarching services must be compliant with partially new standards by 1 August 2023 and must be fully compliant with the new standards by 1 February 2024.
Budget Period	Is the period of time (usually a 12 month period) that a Person can expend their Personal Budget for Choice in Community Living services. The NASC will give the Person a start date and a review date for the service. This duration is known as the Budget Period.
Direct Fund Holding	Is a service that administers a Person’s budget when they purchase their own supports. It may also include supporting and coaching the Person on their employer responsibilities if they are self-managing their supports as well as invoicing and monitoring the services they employ.
Disability Supports	Are supports provided to meet the additional needs of people living with a disability.
Facilitated Buying	Is where the Choice in Community Living provider purchases disability support from a third party provider on behalf of the Person.

<b>Term</b>	<b>Definition</b>
Flexible Support	Is when the Provider flexibly delivers some or all of the supports the Person requires to meet the identified outcomes in their Support Plan
Ministry	Whaikaha – Ministry of Disabled People (Funder)
Needs Assessment and Service Coordination (NASC)	NASCs are services funded by the Ministry. Their roles are to determine eligibility, assess the Person's level of disability support needs, inform People / families / advocates of what the support package contains, discuss options and co-ordinate support services to meet those needs. NASCs co-ordinate such services, but do not themselves provide the services.
Independent Facilitator	Is someone who assists people to think about and plan for their lives and how to make this happen, including natural supports and involvement from the community. This term includes Local Area Coordinators and Navigators.
Nominated representative	Is an individual (nominated by the Person) who is able to make decisions on behalf of the Person. This may relate to the management of the Person's supports.
Person/People	Is a disabled person(s) who is supported through Choice in Community Living.
Personal Budget	Is the amount of funding a Person is allocated by their NASC to enable them to purchase their choice of disability supports. A Personal Budget has a start date, an end date and is usually a year long.
Purchasing Guidelines	The Purchasing Guidelines set out what People can and cannot buy with their Personal Budget. (see Appendix 1)
Self-Managing	Is where the Person manages the acquisition and administering of their support services themselves. This may include directly employing their support workers, administering a payroll and meeting all of their employer obligations. Funding for services will be placed directly in a Person's bank account to pay for the services when the Host receives validation that they have been provided.
Support Plan	This plan records the desired outcomes the Person wants to achieve with both their funded and unfunded supports. It also documents what specific supports people will provide to the Person to achieve the recorded outcomes. It is developed with the Person by their NASC.
Support Agreement	A Support Agreement is between a Provider and the Person (or their nominated representative) that specifies the agreed terms and conditions of a service and how it will be delivered.
Support Worker	Is an individual who may be employed or contracted to perform support tasks for the Person. It also includes any volunteer who is accountable to a service provider.

### **3.0 Service Objectives**

The objective of Choice in Community Living is to support a Person to live as independently as possible in their community. This can be achieved by the Choice in

Community Living Provider observing the following principles when facilitating supports and services that assist the Person to meet this objective.

### 3.1 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.
- 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.

### 3.2 Outcomes

The intended outcomes from the supports will be specific to each Person and will be documented in their Support plan. They may include (but are not limited to) the following:

- moving to independent living or be supported to remain living independently
- improving skills and capabilities to support independence and participation
- having more opportunities for relationships
- having more opportunities for community access and participation
- having more opportunities for inclusion in cultural activities
- being able to carry out and contribute to family and whānau responsibilities.

## 4.0 Service Performance Measures

Performance Measures form part of the Results Based Accountability (RBA) Framework. They are detailed in a Data Dictionary, which defines what the Ministry means by certain key phrases.

The Measures in the table below represent key areas of the Provider’s service delivery that the Ministry will monitor. The ‘How much’, ‘How well’ and ‘Better off’ headings relate to different types of RBA Performance Measures. These may change over time to reflect Ministry priorities.

Full reporting requirements regarding these performance measures are detailed in Appendix 3 of the Outcome Agreement.

	How much	How well	Better off
1.	# of Support Agreements set up.	#/% of supports specified in the Support Agreements that were delivered	#/% of People who report that they are making progress towards their recorded outcomes.

2.	# of Support Agreements reviewed within three months of the start	% of Support Agreements reviewed within 3 months of their start.	
3.	# of Support Agreements reviewed within 12 months of their last review	% of Support Agreements reviewed within 12 months of their last review.	#/% of People who report that they are satisfied with the terms of the Support Agreement.
4.	# of People who are accessing Direct Fund Holding.	% of People who are accessing Direct Fund Holding.	
5.	# of People who are accessing Facilitated Buying.	% of People who are accessing Facilitated Buying.	
6.	# of People accessing Flexible Support.	% of People accessing Flexible Support.	
7.	# of complaints that have been received.	% of complaints that have been resolved.	
8.	# of satisfaction surveys sent	% of completed satisfaction surveys returned	#/% of People who reported satisfaction with their Choice in Community Living service

## 5.0 Person/People

### **Guidance:**

*The outcomes a Person establishes in their planning can be broad but the supports and services they purchase from their Personal Budget need to be within the scope of what the Ministry of Health (as the funder) is mandated to fund. This scope is defined through a set of purchasing guidelines (see Appendix 1).*

### 5.1 Independent facilitation

Prior to allocating or coordinating any funded services (including referral for Choice in Community Living) a NASC may refer an individual to an Independent Facilitator<sup>1</sup>. This role provides specialist support to assist a person and their family/whānau to access and utilise existing supports and services that are available in their local community. Some of these supports may be freely provided (such as natural support from family, friends, neighbours and community groups) and others may be mainstream services funded by other government or local body organisations.

As a consequence of independent facilitation the individual may be able to access alternative supports to DSS funded services that meet some or all of their disability related needs. Independent facilitation may also include assisting with finding suitable accommodation or housing in the community that a Person chooses to live in.

<sup>1</sup> This term includes 'Local Area Coordinators' or 'Navigators'

## 5.2 Eligibility

A Person is eligible for Choice in Community Living if:

- They are 17 years or over and are assessed by their local NASC as eligible to receive disability support services funded by the Ministry and;
- They are either receiving services in a residential facility or their NASC has assessed them as being eligible for a funded residential service and;
- They choose (or are supported with their decision) to be supported through Choice in Community Living.

## 5.3 Exclusions

Excluded from services under this service specification will be individuals who are ineligible for funded disability supports (as assessed by a NASC) or an individual whose disability supports are funded by a Whatu Ora - Health NZ or covered by ACC.

## 5.4 Access

To access Choice in Community Living the Person will be offered a referral by their NASC. The Person can then choose which Choice in Community Living Provider they want to support them. The chosen Provider will confirm with the Person's NASC their acceptance of the referral.

## 5.5 Supported decision making

The principles of supported decision making should be applied when both offering and delivering a Choice in Community Living service.

*“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.”<sup>2</sup>*

## 5.6 Allocation of funded support

The NASC will allocate a fixed amount of funding for each Person. The choice of how this allocated funding is to be used to meet the outcomes in the Person's Support plan lies with the Person not the Provider. The Choice in Community Living provider will administer and oversee the person's expenditure of their allocated funding. They can also advise and assist the Person with their choices and if requested use the funding to commission a range of disability supports and services on behalf of the Person according to the Support plan.

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<sup>2</sup> Source: UN Enable, Chapter Six From provisions to practice: implementing the Convention – Legal Capacity and Supported Decision Making

## 5.7 Costs

The cost of the Choice in Community Living service come from the allocated funding that comprises the Person's Personal Budget. But the costs associated with purchasing, leasing or renting the Person's chosen accommodation as well as their day to day living expenses and other non-disability related costs are met by the Person and/or their family/natural supports.

## 5.8 Support plan

The Person is required to have their own Support plan completed with the NASC. This plan must describe the outcomes the Person wants to achieve from both their funded and unfunded supports. It must identify people that the Person wishes to be involved in their supports and what they are willing and able to contribute to meet the outcomes documented in the plan. These people could include the Person's family/whānau, friends, their NASC, an Independent Facilitator as well as the providers of their chosen support services. The Person's NASC can help the Person to prepare this plan or the person can request help with this from someone else.

The development of the plan should be led and signed off by the Person. The NASC should provide guidance to the Person and their family/whanau/nominated representative about this. The NASC will also consider the following factors before approving the Support plan and coordinating the Choice in Community Living service:

- evidence the plan reflects the Person's preferences
- all essential information is presented in the plan and it is presented in a format that is accessible to the Person, other stakeholders, and auditors.
- the total cost of the supports proposed within the plan is less than or equal to the allocation of funding for the service.
- the proposed support that is specified is consistent with the Purchasing Guidelines (see Appendix).
- the plan includes contingencies in case things don't go as planned

The Provider will formally commit to the plan by signing the section that describes what they will do to support the Person. Other people specified in the plan who have committed to supporting the Person may also be asked to sign it.

The plan should be updated when required and reviewed at least annually.

## 6.0 Service components

### **Guidance:**

*Every Person who chooses Choice in Community Living has different support needs and preferences about how they are supported. As much as possible these preferences should be accommodated by providing varied and flexible service options for the Person to choose what best suits them.*

*It is important that a service provider who provides any funded service for a disabled person clearly defines their responsibilities and obligations to the Person. The Provider should clearly identify and document what tasks they will do as part of the service and what other people may have committed to doing. This can avoid any confusion and/or assumptions amongst the parties about what supports people are responsible for so that there are no gaps in the essential supports required by the Person.*

### 6.1 Support Agreement

The type and quantity of support that is to be delivered by the Choice in Community Living Provider will be agreed between the parties. These supports will be recorded in a Support Agreement.

The Support Agreement records the particular responsibilities and roles of all parties<sup>3</sup> involved in supporting the Person and should consider the supports that are documented in the Person's Support plan. This can involve identifying specific tasks that each will undertake and agreement about how the support will be reviewed and changed. The Provider must also disclose all service fees that will be deducted from the Person's Personal Budget prior to the parties signing the Support Agreement

In the event that the Person or any other stakeholder has concerns about the amount or type of support that has been provided, the Support Agreement should provide a clear record of what all parties agreed to.

There will be limits on what is practical and financially feasible under this service specification. The Provider must disclose 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 development of the Support Agreement must also give consideration to a range of factors including:

- the outcomes identified as part of the assessment and recorded in the Support Plan

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<sup>3</sup> As well as the CiCL service provider, other parties could include family, friends, Independent Facilitator, community and natural supports.

- evidence the Support Agreement is personalised and reflects the Person's preferences
- the cost of service provision is within the Person's Personal Budget
- the support provided is consistent with the Purchasing Guidelines
- the Support Agreement is presented in a format that is accessible to the Person, other stakeholders, and auditors
- the cost of any additional services / supports / fees (such as payroll services to be paid to the Provider from the Personal Budget
- contingencies for situations when things don't go as planned
- how the Person will identify and agree any changes they may want to their 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 self-managing their own supports or their Personal Budget (as per Direct Fundholding).

The Support Agreement must be viewed and signed by the Person's NASC before the Provider can commence delivery of Choice in Community Living.

## *6.2 Personal Budget*

The funding allocated to a Person who accepts this service is called their Personal Budget. The funds in this Personal Budget can be expended up to the allocated amount to purchase supports and services that achieve the outcomes specified in the Person's Support plan over the course of a budget period.

The budget period will have a defined start date and a date when it will be reviewed. This period is normally for 12 months. Unused funding cannot be saved up to purchase support in a subsequent budget period. At the end of a Personal Budget period any unused funding will lapse.

## *6.3 Purchasing Guidelines*

The supports or services that are purchased from the Person's Personal Budget must be consistent with the Ministry's Purchasing Guidelines. These guidelines outline what can be purchased with the allocated funding (refer to Purchasing Guidelines in Appendix 1).

The Purchasing Guidelines may be subject to change or modification within the duration of the service contract. The Ministry will inform Providers in writing if there are proposed changes to these guidelines.



In instances when the purchase of a particular support is not clearly defined within the scope of the Purchasing Guidelines the Provider may seek confirmation from the Person's NASC.

#### *6.4 Purchasing mechanisms*

There are three options available for the Person to choose how the Provider will assist them to purchase their supports with their Personal Budget.

- Direct Fundholding
- Facilitated Buying
- Flexible Support

##### *6.4.1 Direct Fund holding*

Direct Fundholding is when the Person takes overall responsibility for self-managing their Personal Budget and purchasing or employing their own support services from it. If they choose to directly employ their support workers they must provide the Provider with their employed support workers' identification and contact details.

The Provider hosts the funding and administers the payments for the services the Person purchases or employs. The Provider may also provide some initial coaching to the person on their employment responsibilities as well as assist them with monitoring the quality of support services purchased.

Any tax, or employment related deductions that are required may be administered and paid by the Provider with funds from the Person's Personal budget.

The details are determined in the Support Agreement between the Provider and the Person.

Section 7.2 of this document relates specifically to the fee for this particular funding mechanism.

##### *6.4.2 Facilitated buying*

Facilitated buying allows the Provider to directly purchase some or all of the Person's chosen supports and services on the Person's behalf in line with the Purchasing Guidelines. The amount and type of services they purchase is determined in the Support Agreement between the Provider and the Person.

Administering the purchasing requirements will be the Provider's responsibility but any contractual obligations resulting from the contracting of a service will be the Person's responsibility. The Provider can assist the Person with understanding and meeting these requirements if needed.

### 6.4.3 Flexible Support

Flexible Support enables the Provider to directly provide some or all of the supports and services the Person requires from their Support Plan. The Person and the Provider will discuss what support is required and how it can be delivered flexibly to meet the identified outcomes in the Person's Support plan. This will be documented in the Support Agreement and must be aligned to the Purchasing Guidelines and the Tier one Service Specification.

### 6.5 Staffing

The Provider will ensure that it has sufficient staff who are suitably qualified to provide CiCL supports as described in this specification. This will include support functions tailored to meet the Person's specified needs. The Provider will also ensure that staff have access to appropriate training.

## 7.0 Payments

### **Guidance**

*The Provider is responsible for invoicing the Ministry for both the supports purchased or delivered for the Person as well as for the cost of the Choice in Community Living service itself with funding from the Person's personal budget.*

*The amount charged for the Choice in Community Living service must be a fair and reasonable reflection of the costs expended by the Provider and be within any limits specified by the Ministry. The service fee must be agreed between the Provider and the Person and documented in the Support Agreement prior to the service commencing.*

The Provider may directly provide, purchase or pay for supports for or on behalf of the Person as per the agreed purchasing mechanism(s) that supports the Person's Support plan. The funding for these supports comes from the Person's Personal Budget. The Provider must verify that the Choice in Community Living supports have been delivered and are compliant with current Ministry policies prior to invoicing the Ministry for payment.

Each scheduled fortnightly period the Provider will electronically invoice the Ministry (as per Appendix 5 of the Outcome Agreement) for the expended costs of the Person's services provided or purchased within the previous fortnightly period.

### 7.1 Service fee

The invoiced amount will also include a service fee(s) that the Provider and the Person (along with their nominated representative if required) will have negotiated and agreed to prior to the commencement of the service. The amount of the fee will be reflective of the type and level of support that the Person requires from the Provider including the particular purchasing mechanism(s) that the Person chooses.

The total service fee(s) must be documented in the Support Agreement and may be subject to audit and appraisal by the Ministry.

### 7.2 Fee for hosting direct fund holding

The Provider may claim payment from the Ministry for hosting the funding for a Person who has chosen to manage their supports through direct fund holding.

The hosting fee is a deducted percentage from the Person’s Personal Budget (depending on the Budget’s size see Table 1 below) and a fortnightly proportion of this hosting fee will be invoiced to the Ministry along with any expenditures the person has incurred from their Personal Budget each fortnight.

**Table 1: Fee charged for hosting direct fund holding<sup>4</sup>**

The weekly proportion of a Person’s Personal Budget:	The percentage of a Person’s Personal Budget that a Provider may deduct as a fee for hosting direct fund holding
\$0-527	6.00%
\$528-1161	5.50%
\$1,162 and over	4.75%

## 8.0 Quality Requirements

The Service Provider must provide Services in accordance with:

- the Code of Health and Disability Services Consumers’ Rights 1996
- the Health Act 1956
- the Health Information Privacy Code 1994
- the New Zealand Disability Strategy 2001
- Health Practitioners Competence Assurance Act 2003
- Ministry of Health Policy and Guidelines, as issued by the Ministry from time to time
- all other relevant law relating to employment, health and safety, privacy.

The Provider will have a set of documented policies/ protocols as part of its Risk and Quality Management framework including, but not limited to:

- code of conduct, including professional boundaries
- conflict of interest
- complaints policy and processes
- an abuse policy that covers recognising and reporting physical or sexual abuse and preventing abuse (physical, sexual, financial and psychological) from staff

<sup>4</sup> The fees for hosting direct fund holding may be subject for review and possible change

- confidentiality
- positive behaviour management
- a process to identify vulnerabilities in relation to specific people supported by the service, and intentional safeguards that respond.

The Provider will be responsible for ensuring that their policies and protocols are adhered to when delivering the service to the Person.

## **9.0 Accountability**

### *9.1 Accountability documented in the Support Agreement*

In the event that the Person or any other stakeholder has concerns about the amount or type of Choice in Community Living support that has been provided, the Support Agreement should provide a clear record of what all parties agreed to.

### *9.2 Record keeping*

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

- evidence of support being provided and by whom
- the cost of that support (including overheads)
- actual expenses being 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 an orderly way that is auditable and consistent with best practice. Where the person is purchasing their own supports (Direct Fundholding) the Provider should support the person to keep appropriate records.

### *9.3 Audits*

The Ministry 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 Quality Audit may relate to Choice in Community Living 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).
- A General Quality Audit would not normally occur more than once a year, but multiple Single Person Quality Audits may occur in any year.
- The parties will work together with the timing of the Quality Audits to minimise any inconvenience to the Provider.

### *9.4 Accountability of Provider*

Where an overpayment has been made, or funding has not been used for the purposes it was provided for, or not delivered in accordance with the requirements of this Service Specification, the Provider must ensure that it repays any such overpayment through a process that will be advised by the Ministry.

The Provider must immediately notify the Ministry in writing of any significant risk such as potential fraud, inappropriate use of Choice in Community Living funding and safety risk to a Person. If any overpayment is due to fraud by the Person, and the Provider could not reasonably have discovered that when conducting its payment verification activities, the Provider must take all reasonable steps to recover the funds from the Person. This may include reduction of the equivalent amount of Choice in Community Living support, or the Person may repay the monetary equivalent of the overpaid amount. Other consequences may also follow for the Person, including but not limited to a greater level of management that may remove some of the choices otherwise available to them.

## **10.0 Exiting the service**

The Person may choose to exit Choice in Community Living, or ask to be supported by another Provider. In the event the Person chooses to leave Choice in Community Living or changes Providers, their NASC must be advised. The NASC must 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.

### *10.1 Wash up on exit*

If the Person exits the Provider, the Provider will need to put in place a wash-up payment process that takes into account any funding that the Provider or Person holds or has accrued that has not been spent such as for leave and tax/levy obligations.

Unspent 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.

## **11.0 Linkages / Roles**

### *11.1 The Person's role*

The Person may be supported by a nominated representative/advocate, family/whanau member, their NASC, an Independent Facilitator or even the Provider to fulfil their role under this specification provided that supported decision making principles are adhered to when this support is provided and any conflict of interest is managed appropriately.

### *11.2 The Person's role is to:*

- develop and review the Support Agreement along with the Provider

- make day- to- day decisions about how the documented support in the Support Agreement is provided
- lead/direct a regular review of their support arrangements
- ensure that the support purchased/received meets the outcomes identified in their Support plan
- manage their own home and living arrangements including tenancy (if they are renting)
- manage the support options they access in the community
- manage everyday costs of their daily living
- raise any concerns/complaints they may have with the service being provided with either the provider or the NASC
- If Direct fund holding, record and make available all necessary documentation to support expenditures related to their Personal Budget.

### 11.3 *The Provider's role is to:*

- develop and review the Support Agreement along with the Person (and where requested) other stakeholders the Person requests.
- purchase, provide and/or organise support according to the Person's Support plan and the 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
  - 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 NASC on the outcomes achieved against the Support Plan at the Person's review date.
- participate in any evaluation of Choice in Community Living commissioned by the Ministry
- ensure that expenditure of the Personal Budget complies with the purchasing guidelines and meets the requirements of the Support Agreement.

#### 11.4 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:

- assisting the Person to have a good life through ongoing, every day support
- helping to develop and review the implementation of both the Support Plan and the Support Agreement
- 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 the Ministry.

#### 12.0 Reporting requirements

The Provider will submit a six monthly report to the Ministry that outlines:

- what purchases and supports have been provided under the Purchasing Guidelines (in a Ministry supplied template)
- performance against the performance measures outlined in clause 4 of this Service Specification and Annex A of the Outcome Agreement terms.
- A breakdown of the fees charged for Choice in Community Living.

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

#### 13.0 Purchase Units

Purchase Units are defined in the Ministry's Nationwide Service Framework Purchase Unit Data Dictionary. The following table documents the Tier Two Purchase Unit Code and description associated with this service.

<b>Purchase Unit Codes</b>	<b>Purchase Unit Description</b>	<b>Measure</b>	<b>Purchase Measure Definition</b>
DSSCCL	Choice in Community Living	Unit	Personal Budget allocated by a NASC to a Person to assist the Person to achieve disability support outcomes in their Support Plan.

# GUIDELINES ON WHAT FUNDING CAN BE USED FOR IN THE AUCKLAND AND WAIKATO DEMONSTRATION OF CHOICE IN COMMUNITY LIVING

## Introduction

1. These purchasing guidelines set out what people can buy with the disability support funding they have been allocated by a needs assessment and service coordination organisation when they are taking part in an initiative relating to the New Model for Supporting Disabled People.

## Background

2. Under the New Zealand Public Health and Disability Services Act 2000, disability support services (disability support) includes goods, services, and facilities that are provided to people with disabilities for their care or support or to promote their inclusion and participation in society, and independence or for related or incidental purposes. The Ministry funds disability support for people with a physical, intellectual or sensory disability (or a combination of these) that is likely to continue for a minimum of six months and result in a reduction of independent function to the extent that ongoing support is required.<sup>5</sup>
3. A core part of the Ministry's 'New Model for Supporting Disabled People' is the development of broad guidance on what funding can and cannot be used for, so that people have increased flexibility, choice and control over the support that is purchased with the disability support funding they are allocated by a needs assessment and service coordination. At this time, these guidelines will apply in specified initiatives that are part of the demonstration of the New Model for Supporting Disabled People, although it is recognised that modifications may be needed to reflect the particular characteristics of each initiative.
4. When the guidelines are implemented, more detailed guidance will be provided to people using them on how to go about making decisions that are consistent with the guidelines. It is intended that this additional guidance will focus on the issues to be considered rather than specifying a list of acceptable and unacceptable purchases. The Ministry intends to modify these initial purchasing guidelines in light of feedback it receives on their application in practice from disabled people, their families and whānau, service providers, needs assessment and service coordination organisations and other interested people.

## Guidelines

5. When these guidelines apply, people who are allocated funds through a needs assessment and service coordination will be able to purchase services and/or arrangements that meet each of the following criteria:
  - a. Criterion One: they are a disability support; and
  - b. Criterion Two: they contribute towards the achievement of outcomes that are identified in a person's individual support plan; and
  - c. Criterion Three: they are within the scope of relevant Ministry policies and responsibilities.
6. Each of these criteria is described further below.

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<sup>5</sup> For more information see: <http://www.moh.govt.nz/moh.nsf/indexmh/disability-fundedservices-nasc-faq#six>



**Criteria One: They are a disability support**

7. For the purposes of these purchasing guidelines disability supports are services and facilities (or related and incidental costs, such as recruitment, training, insurance or maintenance) that promote the disabled person's independence and their inclusion and participation in education, paid and unpaid work, home and civic life, and the community but which result in them facing additional costs that they would not face if they did not have a disability. Those additional costs might arise if a person requires, services and/ or facilities that:
  - a. they would not require if they did not have a disability; and/ or
  - b. are higher cost than would be the case if the person did not have a disability; and/or
  - c. are additional to or complement the goods, services and/or facilities they would require if the person did not have a disability; and/or
  - d. are a 'payment in kind' to people providing the person with voluntary support (e.g. a contribution to petrol costs).
  
8. Consistent with this approach, disability supports do not include the cost of goods, services and/or facilities that the person would reasonably be expected to provide for from their own money (such as from wages or a benefit) if they did not have a disability. The goods, services and/or facilities a person would reasonably be expected to provide from their own money depends on their particular circumstances, but would normally include the following:
  - a. bills like electricity, gas, telephone and internet costs
  - b. general household fittings, furniture and white goods
  - c. standard electrical goods and consumer products
  - d. food, groceries and other household goods
  - e. mortgage payments, rent or rental assistance
  - f. general vehicle purchase, modifications or maintenance
  - g. house and contents insurance, vehicle and life insurance
  - h. tickets to movies, shows, or sporting events
  - i. employment services
  - j. fuel
  - k. plane, train, bus or taxi fares
  - l. the repayment of personal debts
  - m. donations to charitable or church organisations
  - n. other non-disability related services such as legal advice
  - o. complementary therapies and non-government funded or subsidised health treatment.

**Criteria Two: The disability support contributes to outcomes in a person's support plan**

9. Disability supports assist people to achieve outcomes of participating in education, paid and unpaid work, home and civic life, and in the community through assisting them to carry out their normal daily activities such as communicating, moving about, building relationships, looking after themselves and others, making decisions and finding out about things. The outcomes identified in a person's support plan may fit within any of these general outcomes but will be specific to that person.
10. The following are examples only of, and are not intended to limit of the types of outcomes that may be included in a person's individual support plan:
  - a. moving to independent living
  - b. remain living within their family or whānau
  - c. remain living independently
  - d. enabling family or carers to receive support so they can continue their caring roles
  - e. improving skills and capabilities to support independence and participation
  - f. having more opportunities for relationships
  - g. having more opportunities for community access and participation
  - h. having more opportunities for inclusion in cultural activities
  - i. being able to carry out family and whānau responsibilities
  - j. participating in education or further training
  - k. improving paid and unpaid employment opportunities.

**Criteria Three: They are within scope of relevant Ministry policies and responsibilities**

11. General policies of the Ministry affecting what disability supports can be purchased are the following:
  - a. Disability supports should be the most cost effective and relevant way to support a person to achieve outcomes identified in their plan.
  - b. Disability supports can only be purchased when informal supports, community services and government services available to all members of the community (such as health, education, welfare benefits, and child, youth and family services) have been explored and found to be unavailable, insufficient, or inappropriate.
  - c. Funding cannot be used to purchase disability supports that are wholly or partly funded by other government departments or agencies, such as community participation services, supported employment, special education support, the telephone relay service, or the total mobility scheme, unless the Ministry of Health and another agency have joint funding responsibilities in relation to that support.

- d. Funding must not be used to purchase types of support that are funded by the Ministry but which are excluded from the scope of a particular initiative<sup>6</sup> unless:
  - i. a person has been considered for those excluded types of support; and
  - ii. doing so contributes to cost of services that are over and above the amount that is already funded by the Ministry; and
  - iii. doing so would contribute to a person achieving outcomes identified in their support plan that could not be achieved in any other way.
- e. Ministry funding for disability support cannot be used for:
  - iv. support for conditions or injuries that are the responsibility of other government agencies such as the Accident Compensation Act 2001 and district health boards
  - v. the payment of family caregivers where this contravenes Ministry policy<sup>7</sup>
  - vi. personal advocacy services
  - vii. anything that is illegal
  - viii. gambling, tobacco or alcohol.

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<sup>6</sup> These exclusions will be determined on a case by case basis. It is unlikely, however, that Assessment Treatment and Rehabilitation Services (AT&R); Child Development Services, Disability Information and Advisory Services; and Needs Assessment and Service Coordination Services will be included in any of New Model initiatives in the near future.

<sup>7</sup> Note: this policy will be revised once the Government has determined the response it will make to the Family Carers' case (*Ministry of Health v Peter Atkinson (on behalf of the Estate of Susan Atkinson) & Others* (O'Regan P, Glazebrook, France, Harrison and White JJ), 14 May 2012, [2012] NZCA 184).