

**SENATE EMPLOYMENT, WORKPLACE RELATIONS AND EDUCATION
LEGISLATION COMMITTEE**

**2004-2005 BUDGET SENATE ESTIMATES HEARING
31 MAY AND 1 JUNE 2004**

EMPLOYMENT AND WORKPLACE RELATIONS PORTFOLIO

QUESTIONS ON NOTICE

Question Number: W115-05

Question:

Senator Ludwig asked in writing:

For each of these, is the provision a standard clause? If so, can the Department please supply the clause?

Answer:

See Attached.

Note:

- The Department understands 'standard' to mean 'common to contracts for a particular programme/service'. The Department has a range of standard clauses that are used, depending on the particular requirements in each contract. As a general rule, providers are required to provide services to eligible clients, as relevant.
- Due, in part to Machinery of Government Changes, the Department has inherited contracts from other agencies. This explains the range of clauses, that although the same in substance, may vary in form.
- Some older contracts transferred to the Department are not readily available. However, it is highly likely that the standards clauses would be same or similar.
- Where a clause is common across programmes/services, it has only been referred to once. For this reason, clause numbers do not necessarily refer to actual clause numbers in a particular contract.

Attachment

1999-2003

1. In providing the Services, the Provider must comply with the provisions of any legislative and other requirements of Commonwealth, State or Territory and local government.
2. The Provider must ensure that it provides the Services without any sexual harassment and any unlawful discrimination which contravenes the:
 - (a) *Racial Discrimination Act 1975*;
 - (b) *Sex Discrimination Act 1984*; or
 - (c) *Disability Discrimination Act 1992*.
3. If the *Equal Opportunity for Women in the Workplace Act 1999* applies to the Provider or to any of its approved Sub-contractors, it must comply with it and ensure that its approved Sub-contractors comply with it.
4. The Provider must not engage in conduct that is in breach of Part XA of the *Workplace Relations Act 1996*.

Note: Providers should note also that they may be subject to the provisions of the Trade Practices Act 1974 and the Archives Act 1983.”

2003-2004

1. The Provider must provide Job Network Services only in the Employment Service Area(s) and at the Sites set out in Items B2 and B4 of Schedule 1, respectively, to:
 - (a) Eligible Job Seekers; or
 - (b) if the Provider is a Job Network Services (Specialist) Provider, to the specific group(s) of Eligible Job Seekers set out in Item X of Schedule X.
 2. The Provider must provide Job Network Services to Eligible Job Seekers:
 - (a) through personalised assistance;
 - (b) based on the Eligible Job Seeker’s employment needs and level of disadvantage in the labour market as well as their duration of unemployment;
 - (c) through a continuation of services and regular contact with the Eligible Job Seeker;
 - (d) ensuring ongoing employment focused activity throughout their period of unemployment; and
 - (e) based on strategies to achieve sustainable employment outcomes for different groups of Eligible Job Seekers.
-
1. On completion of Intensive Support Job Search Training activities, the Provider is required to:
 - (a) review the FJNE Job Seeker’s job search progress;
 - (b) record changes in the FJNE Job Seeker’s circumstances on DEWR’s information systems which may result in the FJNE Job Seeker being:

- (i) identified as Highly Disadvantaged;
- (ii) eligible for immediate access to Intensive Support Customised Assistance; or
- (iii) referred to Centrelink for a Job Seeker Classification Instrument Supplementary Assessment.

1999-2004

1. The Provider must provide a Service to Eligible Job Seekers and employers for harvest activities:

- (a) in harvest areas and Sites set out in Item D2 and D4, respectively, of Schedule 1 for all activities with the exception of promotion and marketing;
- (b) for the harvest of all crops in the harvest area(s) irrespective of whether the crops were specified in the Tender Response or Item D3 of Schedule 1; and
- (c) which includes all placements associated with the harvest activity irrespective of whether the grower's harvest is early, normal or late.

2001-2004

1. The State of Queensland agrees, in carrying out this Agreement to comply with the provisions of any relevant statutes, regulations, by-laws and the requirements of the Commonwealth (particularly of the *Crimes Act 1914*, *Racial Discrimination Act 1975*, *Sex Discrimination Act 1984* and *Disability Discrimination Act 1992*) or of any State, Territory or local authority.

2001-2003

1. The Contractor agrees to, in carrying out this Contract, comply with the provisions of any relevant statutes, regulations, by-laws, and requirements of any Commonwealth, State, Territory or local authority.

A. Contract Services (see clauses 1.1 and 1.2)

The objective of the Voluntary Work Initiative is to assist the take up and improve the effectiveness of voluntary work amongst unemployed customers. Participation in voluntary work is not compulsory, but an option for those customers who would like to assist their community as well as aid their own work prospects by enhancing their existing skills, developing new skills, increasing self esteem, developing labour market contacts and obtaining a reference.

The Contractor is required to provide the following services in the manner proposed in the proposal and quotation entitled 'Voluntary Work Initiative Program (Tender no:FaCS/00/T083)':see Attachment 1A

Referral and placement services and post placement support for volunteers

- Establish and operate a service for referral and placement of customers including Centrelink customers in suitable volunteer positions, with approved volunteer organisations

- Approved organisations eligible to place volunteers must be not-for-profit, community based and hold appropriate volunteer insurance. Positions for volunteers must not be replacing paid employees.
- The program is to be:
 - accessible to all customers who are disadvantaged, and particularly those who are long term unemployed, and/or who are from rural and remote areas including indigenous people and people from diverse cultural and linguistic backgrounds.
 - To actively seek potential customers, including those from Centrelink and from other sources.
 - Take on and support Centrelink customers who may have chosen to undertake voluntary work in order to meet their mutual obligation requirements.

....

B. Contract Material (see Clauses 1.1, 2.1 and 9)

General responsibilities and deliverables

Volunteering Australia will be responsible for the performance of the services provided on a national basis. This includes:-

....

- c) Establish and operate referral and placement of unemployed customers into suitable volunteer positions. This includes having a strategy to provide the service in rural and remote areas and combines the following:-
 - A range of service delivery sites spread as widely as possible;
 - Use of outreach, mobile and collaborative and agency arrangements
 - Use of telecommunications and information technology
-
- i) Establish new initiatives for indigenous people, including setting targets. These targets include:-
 - to increase the number of indigenous people undertaking voluntary work to a level of unemployment amongst indigenous people in the region;
 - providing the interview, assessment, referral and post placement services as set out in the general program;
 - working with organisations to support specific placement opportunities for individual indigenous volunteers;
 - networking with Indigenous organisations to discuss and explore the relevance of volunteer management specifically tailored for indigenous organisations;
 - inclusion of cultural awareness issues in training programs.
- j) Establish new initiatives for people from culturally and linguistically diverse backgrounds, including setting targets. These targets include:-

- Increase in the number of culturally and linguistically diverse people assisted by the VWI program;
- Increase the number of organisations recruited to become Approved Community Organisations;
- Provide the interview, assessment, referral and post placement services as set out in the general program;
- Use interpreter services where possible
- Work with organisations to support specific placement opportunities for individual volunteers from culturally and linguistically diverse backgrounds
- Promoting liaison with bodies such as Migrant Resource Centres and Federal and State departments which support migrant and refugee communities to identify initiatives and projects;
- Working with ethnic communities to develop their capacity and infrastructure to offer volunteering opportunities
- Continuation and improvement of cultural awareness elements in all training programs;
- Information sessions to refugees and recently arrived migrants on volunteering opportunities;
- To provide volunteer training courses to customers and organisations from other language groups in all States;
- To partner with RMIT and the Australian Multicultural Foundation in research to identify the level and range of volunteering of people from culturally and linguistically diverse backgrounds across Australia.
- Ongoing quarterly reporting to Government is required 30 days following, for the quarter ending:-....

The reports are to include the following:-...

- number of referrals from Centrelink with a breakdown of;
 - Mutual obligation customers;
 - Newstart customers;
 - Youth Allowance customers;
 - other customers;
- number of referrals from other sources – i.e. other than Centrelink;
 - gender breakdown;
 - age break down (under 18 years, 18-24 years, 25–34 years, 35–49 years, 50-64 years, 65 and over;
 - customers who identify as one (or more) of the following groups:-
 - Indigenous
 - Non-English Speaking Background
 - Disabled

1999-2004

The Funding Recipient must:

- (a) manage the selection of persons as Green Corps Participants against the Selection Criteria and in accordance with the Selection Process which are described in the Guidelines;

1. Eligibility For Green Corps

To be eligible to participate in Green Corps a person must be:

- aged 17 to 20 years at the time of commencement; and
- an Australian citizen or a non-Australian citizen who can show that they satisfy the Youth Allowance residence requirements.

2. Outside Target Age Range Participants

The Department's National Office may approve a person who is outside the target age range if:

- the person is to turn 17 within a short time after the project is to commence or the person turned 21 a short time before the project is to commence; and
- the Funding Recipient demonstrates to the Department that circumstances (i.e. the quality of the person's application, the person's abilities and strengths, the availability of other suitable applicants to commence on the project, the benefit of the placement to the person etc) are such that the person should commence on the project; and
- the Funding Recipient seeks approval from the Department in writing (either by email or letter) for such a person to commence on a project before commencing the person....

3. Selection Criteria

While participation in Green Corps is voluntary, potential Green Corps Participants must demonstrate an interest in and commitment to the environment and environmental issues. Selection criteria have been developed to ensure that all applicants have a fair opportunity to participate. Applications will be assessed against the following selection criteria:

- The applicant's:
 - commitment to environmental and/or cultural heritage issues.
 - previous training;
 - career aspirations;
 - interests and hobbies;
 - ability to work in a team environment with other young people; and
 - age
- matching the applicant to the community profile.
- the proximity of the applicant to the project location (applicants from an area close to a project should be preferred over others).

The Funding Recipient must, in carrying out its obligations under this Agreement, comply with the provisions of all-relevant statutes, regulations, by-laws, and requirements of any Commonwealth, State, Territory, or Local Authority (where applicable) including, but not limited to, the following:...

- (d) anti-discrimination and equal opportunity legislation, including the Funding Recipient's obligations (if any) under the *Equal Opportunity for Women in the Workplace Act 1999*;

1999-2004

Reporting Requirements for Working Women's Centres

(2)	Client Profile - for Client Inquiries data sheet:	(a) provide demographic and target group information for client contacts where specialised assistance was provided, being Client Inquiries (that required five minutes or more assistance), and <ul style="list-style-type: none"> • Case Work
(3)	Client Profile - for Case Work data sheet:	(b) each quarter a Client Profile – for Client Inquiries (for Client Inquiries), and a Client Profile - for Case Work (for Case Work) data sheet is to be submitted (c) for each client contact, data is to be recorded once only. This will be as a Short Client Inquiry, or on a Client Profile - for Client Inquiries or a Client Profile - for Case Work data sheet. There may be exceptions where data should be recorded twice, for example, where a Short Client Inquiry or Client Inquiry is completed and the matter later genuinely becomes a Case Work file (d) data should be recorded for each separate inquiry made by that client (e) the average amount of time spent on case work files may be recorded each quarter on the “General Summary Sheet”
(4)	Inquiry Type- for Client Inquiries data sheets:	(a) provides information on the type of inquiry - for clients that required specialised assistance, being “Client Inquiries” that required five minutes or more assistance, and <ul style="list-style-type: none"> • “Case Work” (b) for each inquiry, data is to be recorded once only as a Short Client Inquiry, or on a Inquiry Type - for Client Inquiries or a Inquiry Type - for Case Work data sheet. There may be exceptions where data should be recorded twice, for example, where a Short Client Inquiry or Client Inquiry is completed and the matter later genuinely becomes a Case Work file (c) data should be recorded for each separate inquiry made by that client (d) the Commonwealth does <u>not require</u> the Contractor to provide information in columns 3 to 12 of these data sheets. Total percentages for this data is provided in the Client Profile – for Client Inquiries and Client Profile - for Case Work data sheets.

2002-2004

SCHEDULE 1 – CONTRACTOR’S OBLIGATIONS AND WORK TO BE PERFORMED

A. Contract Services (see clauses 1.1 and 2.1)

The reports are to include the following:-

- number of inquiries;
- number of people who attend an interview;
- number of referrals from Centrelink with a breakdown of:
 - Mutual obligation customers;
 - Newstart customers;
 - Youth Allowance customers;
 - other customers;
- number of referrals from other sources – ie: other than Centrelink;
- gender breakdown;
- age break down (under 18 years, 18-24 years, 25-34 years, 35-49 years, 50-64 years, 65 and over);
- customers who identify as one (or more) of the following groups:-
 - Indigenous
 - Non-English Speaking Background;
 - Disabled
- number of customers placed;
- number of customers not placed;
- type of voluntary work customers undertake;
- post placement statistics, (see X(e) for details-to be phased in during 2001), A methodology will be developed to capture statistics and analyse trends, including:-
 - number of customers still volunteering;
 - number of ‘Approved’ customers who gained employment;
 - number of ‘Approved’ customers who exited for training purposes;
 - reporting on the regional locations of voluntary work placements.

1999-2002

Your Provision of Services Generally....

1. Survey Forms: Funding recipient must provide the Commonwealth with a completed survey form in the form of Annexure 1 (of the Contract) for each participant within (15) working days of the commencement of the participants Green Corps placement.

The survey contains the following questions:

Were you born in Australia?	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No	☞ What is your Country of Birth _____
		Are you a permanent Australian resident?
		<input type="checkbox"/> Yes
		<input type="checkbox"/> No
Are you from a non-English speaking background?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are you of Aboriginal or Torres Strait Islander origin?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you have a disability?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

2002-2004

Reports....

D – Additional Reports - The Department may, from time to time, require the Funding Recipient to prepare and submit other written relevant reports. The nature of these reports will be negotiated with the Funding Recipient.

These reporting requirements can apply to information collected in the Green Corps Participant Agreement. The Green Corps Participant Agreement contains the following questions:

Were you born in Australia?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	☞ Are you a permanent Australian resident?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are you from a non-English speaking background?	<input type="checkbox"/> Yes	<input type="checkbox"/> No			
Are you of Aboriginal and/or Torres Strait Islander origin?	<input type="checkbox"/> Yes	<input type="checkbox"/> No			
Do you have a disability?	<input type="checkbox"/> Yes	<input type="checkbox"/> No			

2000-2002

The Contractor shall provide the Department with Performance Reports at the times specified in this Contract and otherwise at least every 3 months. A Performance Report must include:

- for each Eligible Client Serviced the following data:
 - whether the Eligible Client received an introductory interview (in accordance with clause 4 of Part B), an exit interview (in accordance with clause 7 of Part B) and training (in accordance with clause 5 of Part B);
 - the Eligible Client's location, gender, age group and length of time out of the work force;
 - the type of training undertaken by the Eligible Client; and
 - how the Eligible Client became aware of the Return to Work program;
- if required by the Department, copies of the corresponding Registration Forms, Statutory Declarations, Plans of Assistance and Exit Interview Forms; and

- any other information specified by the Department.

1. Compliance with Commonwealth Policies

- 1.1 The Contractor must, when using the Commonwealth's premises or facilities, comply with all reasonable directions and Departmental procedures relating to occupational health (including the Commonwealth's smoke free work place policy), safety and security in effect at those premises or in regard to those facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.
- 1.2 The Contractor must comply with its obligations, if any, under the *Affirmative Action (Equal Employment Opportunity for Women) Act 1986* and must not enter into a subcontract under this Contract with a subcontractor named by the Director of Affirmative Action as an employer currently not complying with that Act.

....

2. Compliance with Law

- 2.1 The Contractor shall in carrying out this Contract comply with the provisions of any relevant statutes, regulations, by-laws, and requirements of any Commonwealth, State, Territory or local authority."

1999-2004

Each person with a disability who is seeking a service has access to a service based on relative need and available resources:

- KPI 1.1 That the service adopts and applies non-discriminatory entry rules in respect of age, gender, race, culture, religion or disability consistent with the contractual obligations of the service provider and purpose of the service; and
- KPI 1.2 The service provider's entry and exit procedures are fair and equitable and are consistently applied.

2003-2004

The provider must comply with:

- (a) all relevant legislation of the Commonwealth (particularly the *Crimes Act 1914*, *Racial Discrimination Act 1975*, *Sex Discrimination Act 1984* and *Disability Discrimination Act 1992*), or of any State, Territory or local authority; and
- (b) any obligations it has under the *Equal Opportunity for Women in the Workplace Act 1999*.

2002-2004

Compliance with Laws

The Funding Recipient will, in carrying out the obligations under this Agreement, comply with the provisions of all relevant statutes, regulations, by-laws, and requirements of any Commonwealth, State, Territory, or local authority.

Where Funding Recipient Provides a Specialist Service

The Funding Recipient will deliver a Specialist Service to Participants if this is described in Item 8 of the Schedule and:

- that Specialist Service will be as described in that Item 8; and
- if Item 8 indicates that the Funding Recipient is not willing to accept referrals outside that specialty, then the Funding Recipient further agrees that it will only deliver the Services under this Agreement with the specialist focus, or to Participants in the target group, described in Item 8.

However, this clause X does not mean that the Funding Recipient may refuse to accept any referral, as required under clause X(b)....

1. Specialist Service

1.1 Description of Specialty, Target Group or Specialist Focus of the Funding Recipient

[#SPECIALTY / TARGET GROUP / FOCUS#]

1.2 Referrals

The Funding Recipient agrees that it [#WILL / WILL NOT#] accept referrals outside the specialty, target group or specialist focus described in item 8.2 of this Schedule.

1999-2004

1.2 Service Type

You are required to work towards achieving the following outcomes for each Service Type and each Project that you are funded for:

Objective:

To assist disadvantaged and disconnected young people, particularly those who are homeless or at risk of homelessness, to overcome personal and social barriers to participation and achieve greater social and economic participation in the life of their communities;

Nature of Service:

To provide a flexible support service designed to assist young people to stabilise their situation, improve their capacity to engage with education, training, employment the broader community;

Service Type Target Group:

Services will be provided to the most disadvantaged young people, aged 15-21 years who are homeless or at-risk of homelessness;

2.2 You must comply with all relevant laws

You will, in carrying out the obligations under this Agreement, comply with the provisions of all-relevant statutes, regulations, by-laws, and requirements of any Australian Government, State, Territory, or Local Authority.