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All references to the former DEWR have been replaced with DEEWR throughout this Contract (as per the changes made in the General Contract Variation 4) and should be read as such in this Contract.

# EMPLOYMENT SERVICES CONTRACT 2006–2009

## PART A—GENERAL CONDITIONS

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### ANNEXURE 1 CODE OF PRACTICE

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## 1. INTERPRETATION AND PRECEDENCE

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1.1 In this Contract, unless the contrary intention appears:

**'ABN'** has the same meaning as it has in section 41 of the *A New Tax System (Australian Business Number) Act 1999* (Cth);

**'Account Manager'** means the person for the time being holding, occupying or performing the duties of the office of DEEWR as specified in the Specific Conditions for each Service, who has authority to receive and sign notices and written communications for DEEWR under this Contract;

**'Activity Agreement'** means an agreement, in accordance with the Specific Conditions, prepared, approved and signed by a Delegate and agreed with an Activity Agreement Job Seeker, which outlines the assistance or intervention agreed between the Delegate and the Activity Agreement Job Seeker and which details the activity required by him or her to meet their Activity Test Requirements;

**'Activity Agreement Job Seeker'** means a job seeker with Activity Test Requirements who has activity test or participation requirements that they must meet in order to receive an income support payment under section 23(1) of the *Social Security Act 1991* (Cth);

**'Activity Test Requirements'** means the activity test or participation requirements that an Activity Agreement Job Seeker must meet in order to receive an income support payment under section 23(1) of the *Social Security Act* (Cth);

**'Adjustment Note'** has the meaning given in section 195-1 of the GST Act;

**'Annexure'** means any annexure to this Contract;

**'Auditor-General'** means the office established under the *Auditor-General Act 1997* (Cth) and includes any other entity that may, from time to time, perform the functions of that office;

**'Australian Auditing Standards'** refers to the standards of that name maintained by the Auditing and Assurance Standards Board created by section 227A of the *Australian Securities and Investments Commission Act 2001* (Cth);

**'Australian Equivalent of International Financial Reporting Standards'** or **'AEIFRS'** refers to the standards of that name maintained by the AASB

Accounting Standards Board created by section 226 of the *Australian Securities and Investments Commission Act 2001* (Cth);

**‘Business Day’** means in relation to the doing of any action in a place, any day other than a Saturday, Sunday or public holiday in that place;

**‘Centrelink’** means the Commonwealth Services Delivery Agency established by the *Commonwealth Services Delivery Agency Act 1997* (Cth);

‘Change in Control’ means:

- (a) subject to paragraph (b) below, in relation to a Corporation, a change in any of the following:
  - (i) the composition of the board of Directors;
  - (ii) Control of more than one half of the voting rights attaching to shares in the Corporation, whether due to one or a series of transactions occurring together or on different occasions; or
  - (iii) Control of more than one half of the issued share capital of the Corporation, whether due to one or a series of transactions occurring together or on different occasions, excluding any part of the issued share capital which carries no right to participate beyond receipt of an amount in the distribution of either profit or capital;
- (b) in relation to a Corporation which is owned or controlled by a trustee company, any change as set out in paragraph (a) above in relation to either that Corporation or its corporate trustee;
- (c) in relation to a partnership:
  - (i) the sale or winding up or dissolution of the business by the partners;
  - (ii) the change in any 12 month period of any of the partners; or
  - (iii) the retirement, death, removal or resignation in any 12 month period of any of the partners;
- (d) in relation to an Exempt Public Authority, a change in relation to any of the following:
  - (i) the composition of the board of Directors;
  - (ii) ownership of any shareholding in any share capital; or
  - (iii) the enabling legislation so far as it affects Control, if any;
- (e) in relation to a Consortium:
  - (i) any change in the membership of the Consortium;

- (ii) a change of the lead member of the Consortium; or
- (iii) a Change in Control as defined in paragraphs (a) to (d) above in any member of the Consortium;

**‘Code of Practice’** means the code of practice which applies to all Services under this Contract, which is Annexure 1 to Part A;

**‘Commencement Date’** means the later of:

- (a) 1 July 2006, or
- (b) the date on which this Contract is signed by the last Party to do so;

**‘Commonwealth’** means the Commonwealth of Australia and includes officers, delegates, employees and agents of the Commonwealth of Australia;

**‘Commonwealth Material’** means any Material provided by the Commonwealth to the Provider for the purposes of this Contract and Material which is copied or derived from Material so provided;

**‘Complaint’** means any expression of dissatisfaction by a Participant, Employer or a potential Participant with the Provider’s policies, procedures, employees or the quality of the Services the Provider offers or provides, but does not include:

- (a) a request by a Participant or potential Participant for Services, unless it is a second or further request;
- (b) request for information or for an explanation of a policy or procedures; or
- (c) the lodging of any appeal against a decision when this is a normal part of standard procedure or policy;

**‘Complaints Register’** means the list of Complaints received against the Provider for each Site;

**‘Completion Date’** means the day after the latest of the following:

- (a) the latest Service Period end date set out in any Specific Conditions; or
- (b) the latest Transition Period end date, if any, specified in the Specific Conditions;

**‘Conflict’** refers to a conflict of interest, or risk of a conflict of interest, or an apparent conflict of interest arising through the Provider engaging in any activity or obtaining any interest that may interfere with or restrict the Provider in performing the Services to DEEWR fairly and independently;

**‘Consortium’** means two or more entities who have entered into arrangement for the purposes of jointly delivering the Services, and who have appointed a lead member of the consortium with authority to act on behalf of all members of the consortium;

**‘Constitution’** means (depending on the context):

- (a) a company’s constitution, which (where relevant) includes rules and any amendments that are part of the company’s constitution; or
- (b) in relation to any other kind of body:
  - (i) the body’s charter, rules or memorandum; or
  - (ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or the its members;

**‘Contact Person’** means the person specified in the Specific Conditions for each Service who has authority to receive and sign notices and written communications for the Provider under this Contract and accept any request or direction in relation to the Services;

**‘Contract’** means this document and includes any Parts, Annexure(s), and any other documents attached or incorporated by reference, including Guidelines;

**‘Contract Material’** means all Material:

- (a) brought into existence for the purpose of performing the Services;
- (b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a) above; or
- (c) copied or derived from Material referred to in paragraphs (a) or (b);

**‘Control’** includes, where the context permits, the meaning given to that term in section 50AA of the *Corporations Act 2001* (Cth);

**‘Corporation’** has the meaning given to that term in section 57A of the *Corporations Act 2001* (Cth);

**‘DEEWR’** means the Commonwealth Department of Education, Employment and Workplace Relations or such other agency or Department as may administer this Contract on behalf of the Commonwealth and, where the context so admits, includes the relevant Commonwealth’s officers, delegates, employees and agents;

**‘DEEWR’s Confidential Information’** means all information that:

- (a) is identified in the Specific Conditions;

- (b) DEEWR identifies, by notice to the Provider after the Commencement Date, as confidential information for the purposes of this Contract; or
- (c) the Provider knows or ought reasonably know is confidential;

**‘DEEWR Customer Service Line’** means a free call telephone service which puts potential Participants, Participants and Employers in contact with a DEEWR Customer Service Officer in the State or Territory where the phone call is made, and is 1800 805 260, or such other number as notified by DEEWR from time to time;

‘DEEWR Employees’ includes:

- (a) any person authorised by DEEWR; and
- (b) any person authorised by law to undertake acts on behalf of DEEWR;

**‘DEEWR IT Systems’** means DEEWR’s IT computer system accessible by a Provider, through which information is exchanged between the Provider, subcontractors, Centrelink and DEEWR in relation to Services;

**‘Director’** means any of the following:

- (a) a person appointed to the position of a director or alternate director and acting in that capacity of a body corporate within the meaning of the *Corporations Act 2001* (Cth) regardless of the name given to their position;
- (b) a member of the governing committee of an Incorporated Aboriginal Association under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);
- (c) a member of the committee of an organisation incorporated pursuant to State or Territory laws relating to the incorporation of associations;
- (d) a person who would be a director of the body corporate under paragraph (a) above if the body corporate were a body corporate within the meaning of the *Corporations Act 2001* (Cth);
- (e) a person who acts in the position of a director of a body corporate;
- (f) a person whose instructions or wishes the directors of a body corporate are accustomed to acting upon, and not simply because of the person’s professional capacity or business relationship with the directors or the body corporate; and
- (g) a member of the board, committee or group of persons (however described) that is responsible for managing or overseeing the affairs of the body corporate;

**‘Employment Service Area’** or **‘ESA’** means a geographical area, within a Labour Market Region, identified in the Specific Conditions and described at [www.workplace.gov.au](http://www.workplace.gov.au), in which the Provider must provide the specified Services;

**‘Employer’** means an employer or potential employer of a Participant, but not the Provider;

**‘Exempt Public Authority’** has the meaning given to that term in section 9 of the *Corporations Act 2001* (Cth);

**‘Existing Material’** means all Material, except Commonwealth Material, in existence prior to the Commencement Date:

- (a) incorporated in;
- (b) supplied with, or as part of; or
- (c) required to be supplied with, or as part of,

the Contract Material;

**‘Fees’** means any amounts payable by DEEWR under this Contract specified in the Specific Conditions to be Fees, and any amounts not expressly identified as Funds or Funding;

**‘Funds’** or **‘Funding’** means any amounts (in cash or kind) payable by DEEWR under this Contract specified in the Specific Conditions to be Funds or Funding;

**‘GST’** has the meaning as given in section 195-1 of the GST Act;

**‘GST Act’** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

**‘Guidelines’** refers to the guidelines for a Service or Services, if any, as described in the Specific Conditions, and as amended from time to time by DEEWR and notified to the Provider;

**‘Indigenous Australian’** means a person identified as such on DEEWR’s information systems and who is of Aboriginal or Torres Strait Islander descent who identifies as an Aboriginal or Torres Strait Islander person, and is accepted as such in the community in which the person lives or has lived;

**‘Input Tax Credit’** has the meaning given in section 195-1 of the GST Act;

**‘Intellectual Property Rights’** includes:

- (a) all copyright (including rights in relation to phonograms and broadcasts);



- (b) all rights in relation to inventions, plant varieties, trademarks (including service marks), designs, circuit layouts; and
- (c) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields,

but does not include:

- (d) Moral Rights;
- (e) the rights of performers; or
- (f) rights in relation to confidential information;

**‘Interest’** means interest calculated at an interest rate equal to the 90 day bank-accepted bill rate (available from the Reserve Bank of Australia) less 10 basis points, on a daily compounding basis;

**‘JCA Provider’** means a person, organisation or Commonwealth agency contracted by the Commonwealth Department of Human Services to conduct a JCA;

**‘Job Capacity Assessment’** or **‘JCA’** means a holistic assessment of a Participant’s participation barriers and current work capacity, and the nature of interventions and assistance needed to improve the Participant’s current and future work capacity, undertaken by a provider contracted by the Commonwealth Department of Human Services for this purpose;

**‘JobSearch’** means the Australian JobSearch (JobSearch) database owned and maintained by DEEWR containing job information which is accessible by touch-screen kiosks and the internet;

**‘Key Performance Indicators’** or **‘KPIs’** means the indicators so described and set out in the Specific Conditions or as notified to the Provider by DEEWR from time to time;

**‘Labour Market Region’** or **‘LMR’** means one of 19 geographical areas, each containing a number of ESAs, as set out at [www.workplace.gov.au](http://www.workplace.gov.au);

**‘Material’** includes documents, equipment, software (including source code and object code), goods, information and data stored by any means including all copies and extracts of the same;

**‘Material Subcontractor’** means any subcontractor of the Provider subcontracted to perform a substantial part (as determined by DEEWR) of the Services;

**‘Milestone’** means a stage of completion of the Service as set out in the Specific Conditions;

**‘Moral Rights’** includes the following rights of an author of copyright Material:

- (a) the right of attribution of authorship;
- (b) the right of integrity of authorship;
- (c) the right not to have authorship falsely attributed;

**‘Newstart Allowance’** has the meaning given to that term by the *Social Security Act 1991* (Cth);

**‘Ombudsman’** means the Commonwealth Ombudsman established under the *Ombudsman Act 1976* (Cth) and includes any other entity that may, from time to time, perform the functions of the Commonwealth Ombudsman;

**‘Parenting Payment’** has the meaning given to that term by the *Social Security Act 1991* (Cth);

**‘Part’** or **‘Parts’** refers to a part of this Contract and may include schedules, attachments and documents incorporated by reference;

**‘Participant’** means any person who is eligible (as defined in the Specific Conditions) to participate in the Services, following the person’s commencement in the Services;

**‘Participation Report’** has the same meaning as it has in the Participation Reporting Guidelines;

**‘Participant Services Records’** includes documents (and documents associated with the Complaints Register), information and data stored by any means and all copies and extracts of the same about a Participant, that are directly created for the purposes of providing Services;

**‘Participation Reporting Guidelines’** means the guidelines located at <https://escn.gov.au/escn/default.aspx>;

**‘Party’** means a party to this Contract;

**‘Performance Benchmark’** means a target level of performance against one or more Key Performance Indicators, as set out in the Specific Conditions or as notified to the Provider by DEEWR from time to time;

**‘Performance Period’** means each six-monthly period commencing from the start of the Service Period or such other period set out in the Specific Conditions;

**‘Performance Review’** means the review carried out by DEEWR following each Performance Period, at which the performance of the Provider for that Performance Period is reviewed;

**‘Personal Information’** has the same meaning as under section 6 of the Privacy Act which currently is information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

**‘Privacy Act’** refers to the *Privacy Act 1988* (Cth);

**‘Privacy Commissioner’** means the Office of the Privacy Commissioner established under the Privacy Act and includes any other entity that may, from time to time, perform the functions of that Office;

**‘Provider’** means the Provider’s officers, employees, agents, volunteers and subcontractors, its successors and assigns, and any constituent entities of the Provider’s organisation and includes reference to the lead member of a Consortium contracted under this Contract, where appropriate;

**‘Provider’s Confidential Information’** means information DEEWR agrees to treat as confidential:

- (a) that is identified in the Specific Conditions; or
- (b) by providing notice to the Provider after the Commencement Date;

**‘Qualified Accountant’** means a person who is an appropriately qualified (as determined by DEEWR, if necessary) member of the Institute of Chartered Accountants in Australia, or of CPA Australia or the National Institute of Accountants;

**‘Records’** includes documents, information and data stored by any means and all copies and extracts of the same;

**‘Records Management Instructions’** means the instructions provided by DEEWR from time to time in relation to the management and disposal of Records;

**‘Report’** means Contract Material that is provided to DEEWR for the purposes of reporting on the Services, including the use of the Funds;

**‘Service’** means the service or each of the services, as set out in the Specific Conditions, which the Provider is required to provide in accordance with this Contract and includes the provision of Contract Material;

**‘Service Guarantee’** means the minimum service standards for a particular Service, which are set out in schedules in the Specific Conditions;

**‘Service Period’** means, in relation to a Service, the period specified in the Specific Conditions during which the Provider must provide the Service;

**‘Service Start Date’** means in relation to any Service, the date on which that Service commences as set out in the Specific Conditions;

**‘Site’** means the one or more physical locations in an ESA specified in the relevant Specific Conditions, at which the Provider must conduct the Services in relation to this Contract;

**‘Social Security Appeals Process’** means reviews and appeals of decisions made under the *Social Security Act 1991* or Social Security (Administration) Act 1999.

**‘Specific Conditions’** means those terms and conditions, other than in Part A (General Conditions) and the Annexure(s), which are set out in the separate Parts of this Contract for each Service for which the Provider may receive Fees and Funds from DEEWR;

**‘Specified Personnel’** means the people (whether the Provider’s officers, employees or subcontractors) specified in the Specific Conditions as personnel required to undertake the Services or any part of the work constituting the Services;

**‘Tax Invoice’** has the meaning given in section 195-1 of the GST Act;

**‘Taxable Supply’** has the meaning given in section 195-1 of the GST Act;

**‘Transition Period’** in relation to any Service means a period commencing immediately after the Service Period, during which the Provider must continue to provide the Service subject to the limitations expressed in the relevant Specific Conditions;

**‘Unemployment Allowance’** means Newstart Allowance or Youth Allowance or any other allowance paid to a person under the provisions of the *Social Security Act 1991* (Cth);

**‘Valid Reason’** has the same meaning as in the Participation Reporting Guidelines;

**‘Youth Allowance’** has the meaning given to that term by the *Social Security Act 1991* (Cth).

### **Rules of interpretation**

- 1.2 In this Part A (General Conditions), and applicable Parts, certain words and phrases have defined meanings. These words are indicated by having their first letters capitalised. All other words have their natural and ordinary meaning.
- 1.3 Unless the contrary intention appears:

- (a) the definitions set out in clause 1.1 of this Part A apply to the whole of the Contract;
  - (b) the definitions set out in any Specific Conditions apply only to those particular Specific Conditions.
- 1.4 The Parts (including their schedules), Annexure(s), any attachments and any documents incorporated by reference (including the Guidelines) form part of this Contract.
- 1.5 In this Contract, unless the contrary intention appears:
- (a) words in the singular include the plural and vice versa;
  - (b) words importing a gender include the other gender;
  - (c) a reference to a person includes a partnership and a body whether corporate or otherwise;
  - (d) clause headings or words in bold italic format are inserted for convenience only, and have no effect in limiting or extending the language of provisions;
  - (e) all references to clauses are to clauses in this Contract;
  - (f) all references to dollars are to Australian dollars;
  - (g) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
  - (h) a reference to an Item is to an Item in a schedule to the Specific Conditions;
  - (i) an uncertainty or ambiguity in the meaning of a provision of this Contract will not be interpreted against a Party just because that Party prepared the provision;
  - (j) a reference to an internet site includes those sites as amended from time to time; and
  - (k) where a word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning.

### **Precedence**

- 1.6 Unless the contrary intention appears, if there is any conflict or inconsistency between any part of:

- (a) Part A (General Conditions);
- (b) the Annexure(s);
- (c) the Specific Conditions (excluding the schedules in the Specific Conditions);
- (d) the schedules in the Specific Conditions;
- (e) any other attachments;
- (f) documents incorporated by reference, including the Guidelines, if any,

then the material mentioned in any one of paragraphs (a) to (f) above has precedence over material mentioned in a subsequent paragraph, to the extent of any conflict or inconsistency.

## **2. TERM OF THIS CONTRACT**

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### **Duration of term**

- 2.1 This Contract takes effect from the Commencement Date and unless terminated earlier, expires on the Completion Date.
- 2.1A If the Provider was, prior to 1 July 2006, engaged pursuant to the terms of the *Employment Services Contract 2003-2006* (the Original Contract) and DEEWR has extended the Original Contract, the terms and conditions of this Contract will apply to the parties of the Original Contract from the Commencement Date.
- 2.2 The Provider must provide the Services during the Service Periods and any Transition Periods, as set out in the relevant Specific Conditions.

### **DEEWR's option to extend Service Periods**

- 2.3 Subject to any contrary stipulation in the Specific Conditions, DEEWR may, at its sole option, extend the Service Period for one or more Services, for one or more periods of time up to a total of three years, by giving notice to the Provider not less than 20 Business Days prior to end of the Service Period for the relevant Service ('Extended Service Periods'). Where DEEWR extends one or more Service Periods, the Fees and Funds payable, and the Provider's business levels and / or market share during the Extended Service Periods will be as agreed between the Parties.
- 2.4 If DEEWR exercises its rights under clause 2.3 and extends one or more Service Periods, DEEWR's notice under clause 2.3 will set out:

- (a) the exact duration of the Extended Service Periods; and
  - (b) which Services the Provider must provide in the Extended Service Periods.
- 2.5 For the avoidance of doubt, when DEEWR extends one or more of the Service Periods under clause 2.3:
- (a) Part A; and
  - (b) the Specific Conditions relevant to that Service,
- continue to apply to that Service for the Extended Service Periods.

### **Transition Period**

- 2.6 If the Specific Conditions set out a Transition Period for a Service:
- (a) the Provider must ensure that any Service that was commenced during a Service Period is finalised by the end of the Transition Period;
  - (b) the Provider must continue to provide that Service during the Transition Period, subject to the limitations expressed in the relevant Specific Conditions; and
  - (c) Part A and the relevant Specific Conditions for that Service will continue to apply to both Parties, until the end of the Transition Period.
- 2.7 Subject to clause 2.9 and other provisions specified in the Specific Conditions as surviving, no obligations under the relevant Specific Conditions will continue to be operative after the end of the relevant Transition Period.
- 2.8 If DEEWR exercises its rights to extend one or more Service Periods under clause 2.3, clause 2.6 applies as if the Transition Period commenced immediately after the conclusion of the Extended Service Periods.

### **Survival**

- 2.9 The operation of clauses 8 [Funds], 9 [Repayments and Offsetting], 12 [Financial Records], 13 [Reporting], 17 [Evaluation Activities], 19 [Intellectual Property], 20 [Commonwealth Material], 21 [Release of Information on Provider's Performance], 22 [Confidential Information], 23 [Personal Information], 24 [Records], 25 [Retention of Participant Service Records], 28 [Indemnity], 29 [Insurance], 33 [Dispute Resolution], 39 [Transition Out], 40 [Acknowledgement and Promotion], 47 [Applicable Law]

and Jurisdiction] and any other provisions specified in the Specific Conditions as surviving, survive the expiration or termination of this Contract.

- 2.10 Clause 27 [Access to Premises and Records] applies during this Contract and for 7 years from the Completion Date.

### **3. CONDUCTING THE SERVICES**

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#### **Performing the services**

- 3.1 The Provider must carry out the Services at the times and in the manner specified in this Contract diligently, effectively and to a high professional standard.
- 3.2 The Provider must conduct the Services in a manner which achieves an optimum performance when measured against Key Performance Indicators.
- 3.3 Without limiting clauses 3.1 and 3.2, the Provider must:
- (a) comply with any reasonable direction or request for information made by DEEWR;
  - (b) comply with the conditions set out in the Specific Conditions; and
  - (c) at all times act ethically and in good faith towards DEEWR in the performance of this Contract to maintain the reputation of the Services and the Commonwealth, acknowledging that an unethical manner constitutes any practice that manipulates outcomes, the performance model or Service to maximise payments to the Provider.
- 3.4 3.4 The Provider must not act in such a way that may bring the Services into disrepute.
- 3.5 3.5 For the avoidance of doubt, no right or obligation arising from this Contract is to be read or understood as limiting the Provider's right to enter into public debate or criticism of the Australian Government, its agencies, employees, servants or agents.

### **4. SERVICE GUARANTEE**

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- 4.1 The Provider must conduct the Services at or above the minimum standards set by the Service Guarantee for that Service.



- 4.2 The Provider must prominently display in its offices and Sites, and make available to potential Participants and Participants, promotional Material made available by DEEWR on the Service Guarantee for a Service.
- 4.3 Where, in DEEWR's view, the Provider has not conducted the Services in accordance with the Service Guarantee for a Service, DEEWR may require the Provider, by providing notice, to remedy the breach within a period of time specified by DEEWR.
- 4.4 If, following a notification given under clause 4.3, the Provider fails to remedy the breach within the period of time specified by DEEWR, DEEWR may, at its absolute discretion:
  - (a) take action under clause 36 [Remedies]; or
  - (b) immediately terminate this Contract without the need to provide notice to the Provider and clauses 38.2 and 38.3 apply, as if the Contract was terminated under clause 38 [Termination for Default].

## **5. CODE OF PRACTICE**

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### **Compliance with the Code of Practice**

- 5.1 In conducting the Services, the Provider must comply with the principles and service standards set out in the Code of Practice.
- 5.2 The Provider must prominently display and make available to Participants and to Employers, promotional Material made available by DEEWR on the Code of Practice.

### **Breach of the Code of Practice**

- 5.3 A breach of the Code of Practice will occur, but is not limited to, when the Provider:
  - (a) fails to deliver Services in the manner specified in the Code of Practice;
  - (b) is the subject of a serious Complaint, or a series of similar Complaints in relation to the Code of Practice, which the Provider has not actively taken steps to resolve and, where relevant, ensure does not re-occur;
  - (c) does not, when approached by DEEWR, actively assist in negotiating a resolution to a Complaint; or

- (d) does not, when approached by DEEWR, actively assist other authorities in negotiating a resolution to a Complaint, where the Participant or Employer has chosen to utilise other legislative complaints mechanisms.
- 5.4 DEEWR may notify the Provider of suspected breaches of the Code of Practice. Once a breach has been notified, the Provider must remedy the breach within the time specified in the notice and report the solution to DEEWR.
- 5.5 If a breach of the Code of Practice is not remedied within the time specified in the notice under clause 5.4, DEEWR may:
- (a) take action under clause 36 [Remedies]; or
  - (b) immediately terminate this Contract without the need to provide notice to the Provider and clauses 38.2 and 38.3 apply, as if the Contract was terminated under clause 38 [Termination for Default].

## **6. SPECIFIED PERSONNEL**

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### **Use of Specified Personnel**

- 6.1 The Provider must ensure that the Specified Personnel, if any, listed in the Specific Conditions are used to conduct the Services and that those persons do so in accordance with the terms of this Contract.

### **Replacement of Specified Personnel**

- 6.2 Where Specified Personnel are unable to undertake work in respect of the Services, the Provider must notify DEEWR immediately. The Provider must, if notified by DEEWR, provide replacement personnel acceptable to DEEWR without additional payment and at the earliest opportunity.

### **Removal of Specified Personnel**

- 6.3 DEEWR may give notice on reasonable grounds related to the provision of the Services requiring the Provider to remove personnel (including Specified Personnel) from work on the Services. The Provider must, at its own cost, promptly arrange for the removal of such personnel from work on the Services and their replacement with personnel acceptable to DEEWR.

## **Provision of Specified Personnel**

- 6.3 If the Provider is unable to provide acceptable replacement personnel who are acceptable to DEEWR, DEEWR may terminate this Contract under clause 38 [Termination for Default].

## **7. PAYMENT**

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### **Making of payment**

- 7.1 Payments under this Contract are comprised of Fees or Funds or both. Subject to sufficient Fees or Funds being available for a Service, and compliance by the Provider with this Contract to DEEWR's satisfaction, DEEWR will provide the Provider with the Fees and Funds at the times and in the manner specified in the Specific Conditions.
- 7.2 It is a precondition of the Provider's entitlement to the Fees and Funds under this Contract, that it:
- (a) has, at the time it makes a claim for a payment, sufficient documentary evidence, in a form as may be required by DEEWR from time to time, that is sufficient to provide proof that the Provider has delivered the Services in accordance with this Contract;
  - (b) has a valid ABN;
  - (c) immediately notifies DEEWR if it ceases to have a valid ABN;
  - (d) correctly quotes its ABN on all documentation provided to DEEWR;
  - (e) supplies proof of its GST registration, if requested by DEEWR; and
  - (f) immediately notifies DEEWR of any changes to its GST status.
- 7.3 The Provider must submit Tax Invoices to DEEWR for payment, if required by and in accordance with the manner set out in the Specific Conditions.
- 7.4 The Provider must when it makes a claim for payment under this Contract, have sufficient documentary evidence, to support its claim for payment.
- 7.5 [Reserved]

### **DEEWR may request the Provider's evidence to support its claim for payment**

- 7.6 The Provider must retain sufficient documentary evidence to support its claim for payment under this Contract for such period as is required under subclause 24.3.

7.7 The Provider must, if requested by DEEWR to do so, provide to DEEWR documentary evidence to support a claim by the Provider for payment under this Contract within 10 Business Days of DEEWR's request.

7.8 If:

- (a) the Provider does not comply with a request by DEEWR under clause 7.7; and
- (b) DEEWR has already paid the Provider in relation to the claim for payment,

then that payment amount becomes a debt due to DEEWR in accordance with clause 9, until such time DEEWR, at its absolute discretion, is satisfied with the documentary evidence that supports the Provider's claims for payment.

### **Overpayment**

7.9 If, at any time, an overpayment occurs, including where a Tax Invoice is found to have been incorrectly rendered after payment, then this amount is a debt owed to DEEWR, which:

- (a) must be repaid to DEEWR; or
- (b) DEEWR may offset or deduct,

in accordance with clause 9.

### **No additional Fees or Funds**

7.10 DEEWR is not responsible for the provision of any additional money in excess of the Fees or the Funds set out in the Specific Conditions.

### **No double payments**

7.11 The Provider acknowledges it is not entitled to other Fees or Funds from other Commonwealth sources for undertaking a Service. DEEWR may require the Provider to provide evidence, in a form acceptable to DEEWR, that evidences proof that the Provider is not entitled to a payment for the provision of the same or similar service from DEEWR or another Commonwealth, State, Territory or local government body for the same Participant or the same Service.

7.10 The Provider acknowledges it is not entitled to payment from other Commonwealth sources or State, Territory or local government bodies for undertaking a Service. DEEWR may require the Provider to provide evidence, in a form acceptable to DEEWR, that evidences proof that the Provider is not

entitled to a payment for the provision of the same or similar service from DEEWR or another Commonwealth, State, Territory or local government body for the same Participant or the same Service.

7.12 If DEEWR determines, at its absolute discretion, that the Provider is entitled to a payment for the provision of the same or similar service from DEEWR or another Commonwealth, state, territory or local government body, DEEWR may:

- (a) make the payments of Fees or Funds;
- (b) decide not to make the payments of Fees or Funds; or
- (c) issue Guidelines setting out the circumstances where DEEWR will or will not make the payments of Fees or Funds.

### **No charges to Participants**

7.13 Unless otherwise expressly agreed in writing, the Provider must not demand or receive any payment or any other consideration either directly or indirectly from any Participant for, or in connection with, the Services.

### **DEEWR may vary the Funding, Fees and Participants**

7.14 DEEWR may vary the payments under this Contract, the number of Participants allocated to the Provider and/or the business levels of the Provider for all or part of the Service Period at any time by written notice, based on DEEWR's assessment of projected changes to labour market conditions in an ESA or LMR (including past and/or future projected Participant demand), or any other reason as determined by DEEWR in its absolute discretion.

## **8. FUNDS**

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### **Funds**

8.1 DEEWR will provide the Provider with the Funds listed in the Specific Conditions, subject to sufficient Funds being available and compliance by the Provider with this Contract.

8.2 The Provider agrees to comply with the Funding obligations under this clause 8 and any other Funding obligations set out in the applicable Specific Conditions.

- 8.3 Any interest earned by the Provider on the Funds must be applied as if the interest were part of the Funds.

### **Management of Funds**

- 8.4 The Provider must:

- (a) ensure the Funds are held in an account in its name, and which the Provider solely controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia;
- (b) if specified in the Specific Conditions, this must be an account which is:
  - (i) established solely to account for, and administer, Funding provided by DEEWR to the Provider under the relevant Specific Conditions; and
  - (ii) separate from the other operational accounts of the Provider;
- (c) notify DEEWR, prior to the receipt of any Funds, of details sufficient to identify the account;
- (d) on request from DEEWR, provide DEEWR and the authorised deposit-taking institution with an authority for DEEWR to obtain all details relating to any use of the account; and
- (e) identify the receipt and expenditure of the Funds separately within its accounting Records so that at all times the Funds are identifiable and ascertainable.

- 8.5 The Provider must keep financial accounts and Records relating to the Funds to enable:

- (a) all income and expenditure related to the Funds to be identified in its accounts;
- (b) the preparation of financial statements in accordance with Australian Equivalent of International Financial Reporting Standards; and
- (c) the audit of those accounts and Records in accordance with Australian Auditing Standards.

- 8.6 The Provider must not use the Funds:

- (a) as security to obtain, or comply with, any form of loan, credit, payment or other interest; or

- (b) for the preparation of, or for the purposes of, any litigation.
- 8.7 If, at any time before the Completion Date, DEEWR determines, at DEEWR's absolute discretion, that the Provider does not have the capacity to adequately manage the Funding, DEEWR may take action under clause 36 [Remedies].

### **Acquittal of Funds**

- 8.8 The Provider must provide to DEEWR, acquittals of the Funds provided under this Contract, at the times and in the manner specified in the Specific Conditions.
- 8.9 If, at the Completion Date or earlier termination of the Contract, some or all of the Funding has not been:
- (a) spent in accordance with this Contract; or
  - (b) acquitted to DEEWR's satisfaction,
- then this amount is a debt owed to DEEWR which must be repaid to DEEWR.

## **9. REPAYMENTS AND OFFSETTING**

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### **Repayment and Interest**

- 9.1 Any amount owed to DEEWR, or which DEEWR is entitled to recover, under this Contract, including any Interest, will, without prejudice to any other rights available to DEEWR under this Contract, under statute, at law or in equity, be recoverable by DEEWR, at its absolute discretion, as a debt due to DEEWR by the Provider without further proof of the debt by DEEWR being necessary.
- 9.2 Subject to contrary stipulation, where any debt is owed to DEEWR, Interest accrues on that debt if it is not repaid within 30 calendar days of receipt of a notice requiring payment from DEEWR or the due date for the payment, whichever is the earlier, until the amount is paid in full.
- 9.3 In respect to any obligation the Provider may have under this Contract to pay DEEWR Interest, the Provider agrees that the Interest represents a reasonable pre-estimate of the loss incurred by DEEWR.

### **Offsetting**

- 9.4 Without limiting DEEWR's rights under this Contract, under statute, at law or in equity, if the Provider:

- (a) owes DEEWR any payment or debt under this Contract; or
- (b) has outstanding or unacquitted money under any arrangement with DEEWR or the Commonwealth,

DEEWR may offset or deduct an amount equal to that payment or debt owed, or outstanding or unacquitted money, against any other payments due to the Provider under this Contract.

- 9.5 DEEWR will notify the Provider if it exercises its rights under clause 9.4 within 10 Business Days after having exercised those rights.
- 9.6 Notwithstanding any action taken by DEEWR under clause 9.4, the Provider must continue to perform its obligations under this Contract, unless DEEWR agrees otherwise in writing.

## **10. TAXES, DUTIES AND GOVERNMENT CHARGES**

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### **Amounts inclusive of GST**

- 10.1 Unless expressly stated to the contrary, all dollar amounts in this Contract are inclusive of GST.

### **General taxes**

- 10.2 Subject to this clause 10, all taxes, duties and government charges imposed in Australia or overseas in connection with this Contract must be borne by the Provider.
- 10.3 Fees and Funds payable under this Contract include amounts on account of any GST payable by the Provider on Taxable Supplies to DEEWR.
- 10.4 Subject to the Specific Conditions indicating the contrary, the Provider must give to DEEWR a Tax Invoice for any Taxable Supply before any Fees or Funds are payable to the Provider as consideration for the Taxable Supply.
- 10.5 The Provider must not claim from DEEWR any amount for which the Provider can claim an Input Tax Credit.
- 10.6 Where any debt is repaid, including by offset under clause 9.4, an Adjustment Note must be provided to DEEWR if required by the GST Act.

## **11. FRAUD**

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### **Fraud prevention**



- 11.1 The Provider must take all reasonable steps to prevent fraud upon the Commonwealth, including the implementation of an appropriate fraud control plan, a copy of which must be made available to DEEWR on request.
- 11.2 If DEEWR determines that the Provider has been engaged in fraudulent activity, DEEWR may:
- (a) require the Provider to refund some or all of the payments made by DEEWR; and/or
  - (b) immediately terminate this Contract without the need to provide notice to the Provider and clauses 38.2 and 38.3 apply, as if the Contract was terminated under clause 38 [Termination for Default].
- 11.3 The Provider acknowledges that under the *Criminal Code Act 1995* (Cth), offences involving fraudulent conduct against the Commonwealth are punishable by imprisonment.

## **12. FINANCIAL RECORDS**

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### **Accounts and Records**

- 12.1 The Provider must keep, in accordance with Australian Equivalent of International Financial Reporting Standards, proper accounts and Records of its transactions and affairs in relation to any money that it receives from DEEWR under this Contract.
- 12.2 All payments made by DEEWR must be clearly and separately identified in the Provider's accounts and Records.
- 12.3 The Provider must keep its financial accounts and Records in such a way as to enable an auditor or other person to examine them at any time and thereby to ascertain its financial position.

### **Annual financial statements**

- 12.4 The Provider must provide to DEEWR its financial statements within 1 month of its annual general meeting or within 1 month after the compilation of the financial statements where no annual general meeting is held, and no later than 6 months after the end of its financial year. If the Provider is a consortium of legal entities or a partnership, then the Provider must provide 1 copy of the consolidated financial statements for the consortium or partnership, if available, and individual annual financial statements for each entity. Audited financial statements should be provided where available.

- 12.5 DEEWR may take action under clause 36 [Remedies] or elect to terminate this Contract in accordance with clause 38 [Termination for Default], if the Provider is more than 1 month overdue in providing its financial statements to DEEWR.

### **13. REPORTING**

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- 13.1 Without limiting any other provisions of this Contract, upon DEEWR's request the Provider must provide:
- (a) DEEWR with Reports on the Services including, without limitation, the progress of the Services under this Contract and against any performance criteria, at the times and in the format (including but not limited to Reports that are entered on DEEWR IT Systems) reasonably required by DEEWR from time to time; and
  - (b) a suitably qualified, informed and authorised representative at any meeting arranged by DEEWR in order to discuss and accurately answer questions relating to the performance of the Services under this Contract.

The Provider should note that under the *Criminal Code Act 1995* (Cth) section 137.1, giving false or misleading information is a serious offence.

#### **Reports must be true and correct**

- 13.2 It is a condition of this Contract that all Reports must be true and correct.

### **14. INFORMATION TECHNOLOGY**

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- 14.1 If required by DEEWR, the Provider must conduct the Service using DEEWR IT Systems provided by DEEWR for that purpose. DEEWR may provide training in the use of DEEWR IT Systems, by computer-assisted learning packages or otherwise. Where specified by DEEWR, the staff and subcontractors of the Provider will not access or use particular DEEWR IT Systems until they have successfully completed the relevant training.
- 14.2 The Provider must ensure that a Participant's details are accurately and completely recorded on DEEWR IT Systems and that all data entered on DEEWR IT Systems is true, accurate and complete.
- 14.3 The Provider must provide information technology systems that are adequate and appropriate to access and use DEEWR IT Systems and to carry out its other obligations under this Contract.

14.4 The Provider's information technology systems and personal computers that access and use DEEWR IT Systems must be secure and have security controls in the operating system that:

- (a) protect the data on DEEWR IT Systems from any unauthorised use by the staff and subcontractors of the Provider; and
- (b) protect the data of the Provider on DEEWR IT Systems from any unauthorised use by the staff and subcontractors of the Provider.

14.5 The Provider must take all reasonable steps to:

- (a) keep its staff and subcontractor identity records current;
- (b) protect the information and data held by the Provider and the data on DEEWR IT Systems in connection with this Contract;
- (c) ensure that security measures such as firewall security and virus protection software are installed and maintained to safeguard its equipment and data integrity;
- (d) prevent the sharing of user identification and passwords among its staff and subcontractors by putting into place appropriate policies and procedures;
- (e) terminate staff and subcontractor access to DEEWR IT Systems immediately on staff separation or termination or expiration of the subcontracting arrangement; and
- (f) prevent unauthorised access by its staff and subcontractors to DEEWR IT Systems.

14.6 The Provider must:

- (a) comply with any standards (as notified by DEEWR from time to time) DEEWR may set in relation to the presentation of material on the Internet;
- (b) ensure that each of its staff and subcontractors who have access to DEEWR IT Systems sign appropriate security undertakings in relation to those systems;
- (c) ensure its staff and subcontractors are issued with and use their own personal user identification and password to access the DEEWR IT Systems;
- (d) nominate security contacts to use the online identity and access management tool to manage system access for its staff and subcontractors; ('Security Contacts')

- (e) ensure that Security Contacts use DEEWR's online identity and access management tool to:
  - (i) obtain user identification information;
  - (ii) manage their staff and subcontractors access to DEEWR IT Systems; and
  - (iii) manage the passwords, access roles and staff and subcontractor profiles including a unique, current, valid electronic mail address for each member of staff and subcontractor;
- (f) ensure where Security Contacts use the online identity and access management tool to do the tasks in paragraphs (e)(i) - (e)(iii) above, that the Security Contacts provide authorisation in the form of their user identification and a DEEWR-provided smart token device; and
- (g) comply with the "DEEWR System Security Policy for External Users" as notified to the Provider from time to time.

14.7 Where the Provider accesses and uses DEEWR IT Systems DEEWR recommends that, as a minimum, the Provider install Microsoft Windows XP Professional Edition as the base configuration for personal computer operating systems. If the Provider proposes that an alternative system can deliver the same level of security controls and functionality, the Provider may request approval from DEEWR to use the alternative system.

14.8 The Provider is responsible for all costs of meeting its obligations under this clause 14, including:

- (a) purchase and installation of any hardware, software or other equipment;
- (b) telecommunications and internet service provider charges (including cost of calls to the DEEWR help desk);
- (c) the costs associated with any alternative network solution proposed by the Provider; and
- (d) costs of completing training programmes and packages provided by DEEWR.

14.9 DEEWR reserves the right to introduce other forms of authentication technology during this Contract. If DEEWR introduces other forms of authentication technology during this Contract, DEEWR will provide the Provider with 180 calendar days notice.

## **15. DELAY**

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### **Obligation to minimise**

- 15.1 The Provider must take all reasonable steps to minimise delay in meeting its obligations under this Contract.

### **Notification of delay**

- 15.2 If the Provider becomes aware that the Provider will be delayed in meeting its obligations under this Contract, the Provider must immediately notify DEEWR of the cause and nature of the delay. The Provider must detail in the notice the steps the Provider will take to limit the delay.

### **Action on delay**

- 15.3 If the Provider does not notify DEEWR of any such delay in accordance with clause 15.2 or on receipt of a notice of delay, DEEWR may at DEEWR's absolute discretion:
- (a) notify the Provider of a period of extension to meet its obligations under this Contract and vary this Contract accordingly, if required;
  - (b) take action under clause 36 [Remedies];
  - (c) terminate this Contract under clause 38 [Termination for Default]; or
  - (d) take such other steps as are available under this Contract, under statute, at law or in equity.
- 15.4 Unless DEEWR takes action under clause 15.3, the Provider must comply with the timeframe for meeting its obligations as set out in this Contract.

## **16. LIAISON AND COMPLIANCE**

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- 16.1 The Provider must:
- (a) liaise with and provide information to DEEWR as reasonably requested by DEEWR;
  - (b) comply with all of DEEWR's reasonable requests, directions, or monitoring requirements; and
  - (c) ensure that it has a valid electronic mail address for the Contact Person, for each member of its staff, for each of its Sites and premises and for any of its subcontractors so as to facilitate the day

to day management of the Service and communication between it and DEEWR.

16.2 DEEWR and the Provider may respectively nominate, from time to time, an Account Manager and a Contact Person.

16.3 The day to day management of, and communication under, this Contract:

- (a) will be handled by the Account Manager and the Contact Person or their delegates; and
- (b) can be undertaken by the Account Manager and the Contact Person or their delegates by means of electronic mail.

16.4 The Provider must provide all reasonable assistance to the Commonwealth in relation to the Social Security Appeals Process including ensuring the availability of its officers, employees, agents, volunteers and subcontractors for hearings and to provide witness or other statements as appropriate.

## **17. EVALUATION ACTIVITIES**

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### **Cooperation in evaluation activities**

17.1 The Provider agrees:

- (a) that evaluation activities may be undertaken by DEEWR for the purposes of evaluating a Service;
- (b) that all evaluation activities will be conducted in a mutually cooperative manner, and may include, but are not limited to:
  - (i) DEEWR monitoring, measuring and evaluating the delivery of the Services by the Provider;
  - (ii) the Provider being interviewed by DEEWR or an independent evaluator nominated by DEEWR; and
  - (iii) the Provider giving DEEWR or DEEWR's evaluator access to its premises and Records in accordance with clause 27 [Access to Premises and Records];
- (c) to assist DEEWR or DEEWR's evaluator in carrying out these and any other evaluation activities which DEEWR requires to be undertaken, including a review and final evaluation of a Service; and

- (d) to fully cooperate and participate in any other general research, monitoring or evaluation activities undertaken by DEEWR, or on behalf of DEEWR.

## **18. PERFORMANCE MANAGEMENT**

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- 18.1 DEEWR will monitor, measure and evaluate the Provider's performance against the requirements of this Contract, including the Key Performance Indicators, the Code of Practice, any Performance Benchmarks and the Service Guarantee for the relevant Service, on the basis of performance data collected from various sources, including:
  - (a) client satisfaction surveys of Participants;
  - (b) surveys of the Provider and other providers; and
  - (c) post-programme monitoring surveys.
- 18.2 DEEWR will formally assess the Provider's performance in accordance with clause 18.1 at Performance Reviews which will occur after each Performance Period has elapsed.
- 18.3 The Provider must:
  - (a) provide all reasonable assistance required by DEEWR;
  - (b) respond to all DEEWR's reasonable requests; and
  - (c) provide any information DEEWR reasonably requires,in relation to DEEWR conducting Performance Reviews and any final evaluation of the Services.
- 18.4 Where, following a Performance Review, DEEWR considers that the performance of the Provider warrants it, DEEWR may, with the agreement of the Provider:
  - (a) increase permanently or temporarily and for all or any part or parts of the remaining Service Period:
    - (i) the Participant numbers;
    - (ii) the Fees or Funds;
    - (iii) the Provider's share of available places; and
    - (iv) the Provider's business levels; and
  - (b) take any other relevant action set out in the Specific Conditions.

- 18.5 Where DEEWR at any time determines that the performance of the Provider is less than satisfactory, including if the Provider has failed to meet one or more Performance Benchmarks, DEEWR may notify the Provider that a failure to improve its performance to DEEWR's satisfaction within a period of time specified by DEEWR, will allow DEEWR to take the action specified in clause 18.6.
- 18.5 Where DEEWR at any time determines that the Provider's performance is less than satisfactory, including if the Provider has failed to meet one or more Performance Benchmarks, DEEWR may:
- (a) notify the Provider that a failure to improve its performance to DEEWR's satisfaction within a period of time specified by DEEWR, will allow DEEWR to take the action specified in clause 18.6; or
  - (b) where the unsatisfactory performance is related to the provision of a particular Service, take any action permitted in accordance with the Specific Conditions relating to that Service.
- 18.6 If, following a notification given under clause 18.5, DEEWR determines that the Provider's performance has not improved to DEEWR's satisfaction within the period of time specified in the notice, DEEWR may:
- (a) take action under clause 36 [Remedies]; or
  - (b) immediately terminate this Contract without the need to provide notice to the Provider and clauses 38.2 and 38.3 apply, as if the Contract was terminated under clause 38 [Termination for Default].
- 18.7 The rights given to DEEWR under this clause 18 are in addition to, and do not take away from, any rights that DEEWR may otherwise have under this Contract, at law, under statute or in equity.

## **19. INTELLECTUAL PROPERTY**

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### **Ownership**

- 19.1 Subject to this clause 19, as between DEEWR and the Provider (but without affecting the position between the Provider and a third party) ownership of and Intellectual Property Rights in all Contract Material vests immediately upon its creation in DEEWR.
- 19.2 DEEWR grants the Provider a licence to use, copy and reproduce the Contract Material but only for the purposes of this Contract and in accordance with any conditions or restrictions specified in the Specific Conditions or as notified by DEEWR to the Provider.



- 19.3 The licence in clause 19.2 is revocable on 10 Business Days' notice by DEEWR, and expires:
- (a) at the completion of the Service Period for the Service to which the Contract Material relates; or
  - (b) on termination of the Part of the Contract to which the Contract Material relates,
- whichever is the earlier.

#### **Licence of Existing Material**

- 19.4 This clause 19 does not affect the ownership of any Intellectual Property Rights in any Existing Material that is specified in the Specific Conditions. The Provider, however, grants to DEEWR or must arrange for the grant to DEEWR of a permanent, irrevocable, free, world-wide, non-exclusive licence (including a right of sublicense) to use, reproduce, communicate, adapt and exploit the Intellectual Property Rights in Existing Material for any Commonwealth purpose.

#### **Dealing with Intellectual Property Rights**

- 19.5 The Provider warrants that:
- (a) it is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Contract Material and the Existing Material in accordance with this clause 19; and
  - (b) it has obtained valid written consents from all authors (including approved subcontractors) involved in creating the Contract Material and Existing Material so that DEEWR's use of that Material in accordance with this clause 19 will not infringe:
    - (i) the Intellectual Property Rights of any third party; or
    - (ii) any author's Moral Rights under the *Copyright Act 1968* (Cth).
- 19.6 The Provider must:
- (a) if requested by DEEWR to do so, bring into existence, sign, execute or otherwise deal with any document that may be necessary or desirable to give effect to this clause 19;
  - (b) not deal with the Intellectual Property Rights in the Contract Material, except as expressly provided for in this Contract; and

- (c) deliver all Contract Material to DEEWR at the Completion Date, unless otherwise specified in the Specific Conditions, clause 25 [Retention of Participant Service Records] or as otherwise notified by DEEWR.
- 19.7 For the purposes of clause 19, “infringe” includes unauthorised acts which would, but for the operation of section 163 of the *Patents Act 1990* (Cth), section 96 of the *Designs Act 2003* (Cth), section 183 of the *Copyright Act 1968* (Cth), and section 25 of the *Circuits Layout Act 1989* (Cth), constitute an infringement.
- 19.8 This clause 19 does not apply to any Commonwealth Material incorporated in the Contract Material.

## **20. COMMONWEALTH MATERIAL**

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### **Ownership**

- 20.1 Ownership of all Commonwealth Material, including Intellectual Property Rights in that Material, remains vested at all times in DEEWR. DEEWR grants the Provider a licence to use, copy, reproduce, communicate, adapt and exploit that Commonwealth Material only for the purposes of this Contract and in accordance with any conditions or restrictions specified in the Specific Conditions or as notified by DEEWR to the Provider.
- 20.2 The licence in clause 20.1 is revocable on 10 Business Days’ notice by DEEWR, and expires:
- (a) at the completion of the Service Period for the Service to which the Commonwealth Material relates; or
  - (b) on termination of the Part of the Contract to which the Commonwealth Material relates,

whichever is the earlier.

### **Maintain Commonwealth Material**

- 20.3 The Provider must keep safely and maintain Commonwealth Material which the Provider has been given for the purposes of this Contract.

### **Possession of Commonwealth Material**

- 20.4 Upon the expiration of the Service Period or earlier termination of this Contract, the Provider may retain all Commonwealth Material remaining in

its possession, unless specified under clause 25 [Retention of Participant Service Records] or as otherwise notified by DEEWR.

## **21. RELEASE OF INFORMATION ON PROVIDER'S PERFORMANCE**

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21.1 The Provider agrees that DEEWR may publish information DEEWR holds concerning its performance as a provider of Services under this Contract.

## **22. CONFIDENTIAL INFORMATION**

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22.1 Subject to clause 22.5 and to clause 25 [Retention of Participant Service Records]:

- (a) the Provider must not, without DEEWR's prior written approval, disclose any of DEEWR's Confidential Information to a third party; and
- (b) DEEWR must not, without the prior written approval of the Provider, disclose Provider's Confidential Information to any third party.

22.2 In giving written approval to disclosure, a Party may impose conditions as it thinks fit, and the other Party agrees to comply with the conditions.

22.3 DEEWR may at any time require the Provider to arrange for any person engaged in, or in relation to, the performance or management of this Contract to give written undertakings, in a form required by DEEWR, relating to the non-disclosure of DEEWR's Confidential Information.

22.4 If the Provider receives a request under clause 22.3, the Provider must promptly arrange for all undertakings to be given.

22.5 The obligations on the Parties under this clause 22 will not be breached if information:

- (a) is disclosed by DEEWR to the responsible Minister;
- (b) is disclosed by DEEWR, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- (c) is authorised or required by law to be disclosed; or
- (d) is in the public domain otherwise than due to a breach of this clause 22.

- 22.6 Nothing in this clause 22 limits the obligations of the Provider under clause 23 [Personal Information] or clause 27 [Access to Premises and Records].

## **23. PERSONAL INFORMATION**

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### **Application of this clause**

- 23.1 This clause 23 applies only where the Provider deals with Personal Information when, and for the purpose of, conducting the Services under this Contract.

### **Privacy definitions**

- 23.2 In this clause 23, the terms ‘agency’, ‘Approved Privacy Code’ (APC), ‘contracted service provider’, ‘Information Privacy Principles’ (IPPs), and ‘National Privacy Principles’ (NPPs) have the same meaning as they have in section 6 of the Privacy Act, and ‘subcontract’ and other grammatical forms of that word has the meaning given in section 95B(4) of the Privacy Act.

### **Privacy obligation**

- 23.3 The Provider agrees to be treated as a contracted service provider and agrees in respect to the conduct of a Service under this Contract:
- (a) to use or disclose Personal Information obtained in the course of conducting the Service under this Contract, only for the purposes of this Contract;
  - (b) not to do any act or engage in any practice which if done or engaged in by an agency, would be a breach of an IPP;
  - (c) to carry out and discharge the obligations contained in the IPPs as if it were an agency;
  - (d) to notify individuals whose Personal Information it holds, that complaints about its acts or practices may be investigated by the Privacy Commissioner who has power to award compensation against the Provider in appropriate circumstances;
  - (e) to notify individuals whose Personal Information it holds, that their Personal Information may be disclosed and passed on to DEEWR and to other persons in relation to providing a Service;
  - (f) not to use or disclose Personal Information or engage in an act or practice that would breach section 16F of the Privacy Act (direct marketing), a National Privacy Principle (NPP) (particularly NPPs 7

to 10) or an Approved Privacy Code (APC) where that section, NPP or APC is applicable to the Provider, unless:

- (i) in the case of section 16F – the use or disclosure is explicitly required under this Contract; or
- (ii) in the case of an NPP or an APC – where the act or practice is explicitly required under this Contract;
- (g) not to do any act or engage in any practice which would be a breach of a NPP or APC, if applicable;
- (h) to comply with any request under section 95C of the Privacy Act (relating to disclosure of any provisions of this Contract (if any) that are inconsistent with an NPP or an APC binding on a Party);
- (i) to immediately notify DEEWR if it becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 23, whether by it or any subcontractor;
- (j) to comply with any directions, guidelines, determinations or recommendations of the Privacy Commissioner to the extent that they are consistent with the requirements of this clause 23;
- (k) not to transfer Personal Information outside Australia, or to allow parties outside Australia to have access to it, without the prior written approval of DEEWR;
- (l) if requested by DEEWR, at the end of this Contract, to return all Records containing Personal Information to DEEWR, or to delete or destroy those Records in the presence of a person authorised by DEEWR;
- (m) to its name being published in reports by the Privacy Commissioner;
- (n) if the Provider suspends or terminates an employee:
  - (i) to remove any access that employee has to any Personal Information; and
  - (ii) to require that the employee return to the Provider or DEEWR any Personal Information held in the employee's possession; and
  - (o) to ensure that any of its employees, agents, officers, or volunteers who are required to deal with Personal Information for the purposes of this Contract are made aware of their obligations set out in this clause 23, and where required by DEEWR, undertake in writing to observe the IPPs and NPPs (or APC where applicable).

### **Subcontractor obligations**

23.4 The Provider agrees to ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Contract imposes on the subcontractor the same obligations as it has under this clause, including the requirement in relation to subcontracts.

### **Notification to DEEWR**

23.5 The Provider must immediately notify DEEWR if it becomes aware:

- (a) of a breach of its obligations under this clause 23;
- (b) that a disclosure of Personal Information may be required by law; or
- (c) of an approach to it by the Privacy Commissioner or by a person claiming that their privacy has been interfered with.

Note: The Commonwealth Privacy Commissioner will have jurisdiction to investigate a complaint in connection with the Services provided under this Contract even after the Contract has expired or been terminated.

## **24. RECORDS**

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### **Keeping Records**

24.1 The Provider must create and maintain full and accurate accounts and Records of the conduct of the Services including, without limitation, the Provider's:

- (a) progress in providing the Services;
- (b) receipt and use of the Funding; and
- (c) progress against other matters listed in the Specific Conditions.

24.2 When requested by DEEWR, the Provider must provide the Records set out in clause 24.1 and any other information in relation to the Services to DEEWR.

### **Retention of Records**

24.3 Subject to the Provider's obligations under clause 23 [Personal Information], Records and accounts created and maintained under clause 24.1 must be retained by the Provider for a period of no less than 7 years after the end of the Service Period, unless otherwise specified in the Specific Conditions, relevant Records Management Instructions or as otherwise notified by DEEWR.

## 25. RETENTION OF PARTICIPANT SERVICE RECORDS

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### Compliance with the Records Management Instructions

25.1 The Provider must, in relation to Participant Service Records for any Service:

- (a) create and keep Participant Service Records in accordance with the Records Management Instructions and any applicable Guidelines;
- (b) keep Participant Service Records in a segregated area which:
  - (i) is only accessible by the Provider; and
  - (ii) is equipped with lockable cabinets or secure information systems to be used solely for storage of the Participant Service Records;
- (c) maintain an up to date list of all Participant Service Records held by the Provider and make this list available to DEEWR on request; and
- (d) ensure that copying of, use of, and access to, Participant Service Records, is restricted to staff directly assisting the Provider with the provision of Services to a Participant.

25.2 The Provider must not:

- (a) destroy or otherwise dispose of Participant Service Records, except in accordance with the relevant Records Management Instructions and the requirements of the Privacy Act and the *Archives Act 1983* (Cth);
- (b) avoidably damage Participant Service Records; or
- (c) transfer, or be a party to an arrangement for the transfer of custody of Participant Service Records to any person, entity or organisation other than to DEEWR, without the written approval of DEEWR.

25.3 Where the Provider considers that the Participant Service Records relating to a Participant are such that they may be used in a potential action against the Commonwealth and/or the Provider as evidence, on DEEWR's direction the Provider must:

- (a) retain those Participant Service Records; and
- (b) transfer those Participant Service Records to DEEWR in accordance with any transfer instructions issued by DEEWR.

## **Verification to DEEWR**

- 25.4 For the purposes of verification to DEEWR, the Provider may make and retain a copy of the following information, which must be kept by the Provider in accordance with the requirements of the clause 23 [Personal Information]:
- (a) the name and address of a Participant;
  - (b) the period in which Services were provided to a Participant;
  - (c) the nature of those Services;
  - (d) the outcome of those Services;
  - (e) statistical information relating to a Participant that is to be aggregated with statistical information relating to other Participants; and
  - (f) documents to support any Tax Invoices the Provider submits to DEEWR.

## **Destroying Participant Service Records**

- 25.5 Where DEEWR and the Provider agree that Participant Service Records will be destroyed, the Provider must:
- (a) destroy the records without unreasonable delay, in:
    - (i) a secure manner in accordance with the requirements of the Privacy Act and the *Archives Act 1983* (Cth); and
    - (ii) accordance with the Records Management Instructions and any applicable Guidelines; and
  - (b) provide DEEWR, on its request, with a list, in accordance with instructions issued by DEEWR from time to time, of Participant Service Records that have been destroyed.

## **26. ACCESS BY PARTICIPANTS AND EMPLOYERS TO RECORDS HELD BY PROVIDERS**

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- 26.1 Subject to this clause 26, the Provider must allow Participants and Employers to access documents that contain their own Personal Information, except to the extent that Commonwealth legislation requires or authorises the refusal of such access.



26.1 Subject to this clause 26, the Provider must allow Participants and Employers to access documents that contain their own Personal Information, except to the extent that Commonwealth legislation would, if the documents were in the possession of the Commonwealth, require or authorise the refusal of such access by the Commonwealth.

26.2 The Provider must:

- (a) ensure that the Participant or Employer requesting the information provides proof of identity before access is given to the requested documents; and
- (b) notate the relevant files with details of the documents to which access was provided, the name of the person granted access and the date and time of such access.

26.3 Requests for access to documents that may be refused in accordance with subclause 26.1, including but not limited to access to documents containing information falling within the following categories:

- (a) information about another person;
- (b) medical/psychiatric records (other than those actually supplied by the Participant or Employer);
- (c) psychological records; and
- (d) information provided by other third parties,

must be directed to DEEWR for consideration.

26.4 The Provider must comply with any direction given by DEEWR in relation to access pursuant to a decision under the *Freedom of Information Act 1982* (Cth).

26.5 The Provider must comply with any direction given by DEEWR in relation to:

- (a) the provision of access to documents held by the Provider to a Participant or Employer; or
- (b) the refusal of access to documents held by the Provider to a Participant or Employer.

## **27. ACCESS TO PREMISES AND RECORDS**

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### **General access rights**

- 27.1 The Provider must at all reasonable times give the Auditor-General, the Privacy Commissioner, the Ombudsman, the Account Manager, and any DEEWR Employee on production of proof of identity:
- (a) reasonable access to:
    - (i) its premises and Sites;
    - (ii) its information technology systems;
    - (iii) Material and Personal Information; and
    - (iv) its employees, officers, volunteers, subcontractors and agents;
    - (v) Records relevant to determining the Provider's financial viability; and
  - (b) reasonable assistance to:
    - (i) inspect its Sites or premises;
    - (ii) inspect the performance of a Service;
    - (iii) locate, inspect and copy data on its information technology systems and to remove that copied data; and
    - (iv) locate, inspect and copy Material and Personal Information listed in (a)(iii) above and to remove those copies,
- relevant to a Service.

### **Limitation on access rights**

- 27.2 The rights referred to in clause 27.1 are subject to:
- (a) the provision of reasonable prior notice to the Provider; and
  - (b) the Provider's reasonable security procedures.
- 27.3 If a matter is being investigated which, in the opinion of DEEWR, may involve an actual or apprehended breach of the law or suspected fraud, clause 27.2 does not apply.

### **Rights in subcontracts**

27.4 The Provider must ensure that any subcontract entered into for the purposes of this Contract contains an equivalent clause allowing those permitted to have access as specified in this clause 27.

#### **No reduction in the Provider's responsibilities**

27.5 The requirement for access specified in clause 27 does not in any way reduce the responsibility of the Provider to perform its obligations under this Contract.

Note:

(a) the Commonwealth Auditor-General is given the power, by the *Auditor-General Act 1997* (Cth), to obtain information from Parties with whom DEEWR contracts; and

(b) when investigating complaints, it is open to the Ombudsman, under section 9 of the *Ombudsman Act 1976* (Cth), to make enquiries of any person whom the Ombudsman believes is able to assist with the investigation.

## **28. INDEMNITY**

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### **General indemnity**

28.1 The Provider must indemnify (and keep indemnified) DEEWR against any:

- (a) cost or liability incurred by DEEWR;
- (b) loss of or damage to DEEWR's property; or
- (c) loss or expense incurred by DEEWR in dealing with any claim against DEEWR, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or disbursements paid by DEEWR,

arising from or in connection with:

- (i) any act or omission by the Provider in connection with this Contract, where there was fault on the part of the person whose conduct gave rise to that cost, liability, loss, damage, or expense;
- (ii) any breach by the Provider of this Contract;
- (iii) any publication of the information referred to in clause 21 [Release of Information on Provider's Performance], where the published information was provided by the Provider to DEEWR;

- (iv) any breach by the Provider of clause 23 [Personal Information]; or
- (v) the use by DEEWR of the Contract Material or Existing Material, including any claims by third parties about the ownership or right to use Intellectual Property Rights or Moral Rights in Contract Material or Existing Material.

### **Reduction of scope**

28.2 The liability of the Provider to indemnify DEEWR under this clause 28 will be reduced proportionately to the extent that fault on DEEWR's part contributed to the relevant cost, loss, damage, expense, or liability.

### **Preservation of other rights**

28.3 DEEWR's right to be indemnified under this clause 28 is in addition to any other right, power, or remedy provided by law, but DEEWR will not be entitled to be compensated in excess of the amount of the relevant loss, damage, expense or liability.

### **Meaning of fault**

28.4 In this clause 28, "fault" means any negligent or unlawful act or omission or wilful misconduct, including fraud.

## **29. INSURANCE**

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### **Obligation to insure**

- 29.1 The Provider must, for the periods specified in the Specific Conditions, have insurance as specified in the Specific Conditions.
- 29.2 All insurance required under this clause 29 and the Specific Conditions must be taken out with a reputable solvent insurer recognised by the Australian Prudential Regulation Authority or regulated by a State/Territory Auditor-General.
- 29.3 29.2 All insurance required under this clause 29 and the Specific Conditions (other than statutory workers compensation insurance or compulsory third party motor vehicle insurance) must be taken out with a reputable solvent insurer authorised by the Australian Prudential Regulatory Authority.

29.4 For the avoidance of doubt the obligations in clauses 29.2 - 29.9 apply to any insurances the Provider is required to effect and maintain or cause to be effected and maintained pursuant to the Specific Conditions.

### **Provider's Insurance Obligations**

29.5 Each of the insurances required by the Specific Conditions (other than statutory workers compensation insurance and compulsory third party motor vehicle insurance) that insures multiple insureds, must include:

- (a) a cross-liability clause, whereby if the policy provides cover to more than one person, the insurer agrees that the policy shall be construed as if a separate policy has been issued to each insured (but not so as to increase the overall limit of liability) (this paragraph does not apply to any professional indemnity or errors and omissions insurance required by the Specific Conditions);
- (b) a waiver of subrogation clause, whereby the insurer agrees to waive all rights of subrogation or action that it may have or acquire against all or any of the persons comprising the insured (at least to the extent that they are insured under the policy);
- (c) a non-imputation clause, whereby the insurer agrees that any failure by any insured to observe and fulfil the terms of the policy or to comply with the terms of the policy or to comply with the insured's duty of disclosure does not prejudice the insurance of any other insured; and
- (d) a clause whereby notice of a claim given to the insurer by any insured will be accepted by the insurer as notice of a claim given by all the insureds.

29.6 In relation to the insurances specified in the Specific Conditions, the Provider must:

- (a) give full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or the payment of all or any benefits under the insurance;
- (b) punctually pay all premiums due;
- (c) comply with and abide by all the terms and conditions of the policies;
- (d) not do anything that would entitle the insurers to void, cancel or reduce their liability in respect of any claim;

- (e) not cancel, materially vary or allow any of the insurances to expire without DEEWR's prior written consent, such consent not to be unreasonably withheld;
- (f) reinstate a policy if it lapses; and
- (g) do everything reasonably required to claim and to collect or recover monies due under any policy.

29.7 The Provider must notify DEEWR immediately when it:

- (a) becomes aware of any actual, threatened or likely claim under any of the insurances which the Provider is obliged to effect and maintain as set out in the Specific Conditions, which could materially reduce the available limits or involve DEEWR; or
- (b) receives a notice of cancellation in respect of any of the insurances which the Provider is obliged to effect and maintain as set out in the Specific Conditions.

29.8 Subject to contrary stipulation in the Specific Conditions, the Provider must ensure that all subcontractors retained by it to perform work in connection with this Contract are covered by insurance of the types specified in the Specific Conditions, as is appropriate given the nature of the work to be performed by each such subcontractor (including as to limits of indemnity).

### **Evidence of insurance**

29.9 The Provider must, if requested by DEEWR:

- (a) provide to DEEWR a copy of the policy wording and a certificate of currency in respect of the insurances specified in the Specific Conditions (other than the policy wording in respect of statutory workers compensation insurance and compulsory third party motor vehicle insurance), within 10 Business Days of the request;
- (b) give full, true and particular information, in respect of any proposal for a policy of insurance to be effected by DEEWR, of all matters and things the non-disclosure of which might in any way prejudice or affect any policy or the payments of all or any benefits under a policy; and
- (c) provide all reasonable assistance to DEEWR, in order to facilitate the Commonwealth making a claim under any insurance policy effected for the Commonwealth's benefit.

### **Warranty as to adequacy**

- 29.10 Subject to contrary stipulation in the Specific Conditions, the Provider warrants that it has obtained independent professional advice as to the adequacy of the insurance affected pursuant to this clause 29.
- 29.11 For the avoidance of doubt, the provisions of this clause 29 are not to be read so as to reduce a Party's liability under any other provision of this Contract and compliance by the Provider with the provisions of this clause 29 does not limit its liability under any other provision of this Contract.

## **30. SUBCONTRACTING**

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### **Approval of subcontracting**

- 30.1 The Provider must not, without DEEWR's prior written approval, subcontract the performance of any of its obligations under this Contract. In giving approval, DEEWR may impose such terms and conditions as DEEWR thinks fit.
- 30.2 Any subcontractor who the Provider proposes to replace an approved subcontractor with must also be approved by DEEWR under this clause 30.
- 30.3 The subcontractors which DEEWR has approved at the Commencement Date, and any terms and conditions relating to their use, are identified in the Specific Conditions.
- 30.4 Without limiting clause 30, the appointment of an agent by the Provider will be deemed to be a subcontract for which approval is required.
- 30.5 Notwithstanding any other conditions on the approval of subcontractors, DEEWR may develop a template subcontract for use in a particular class of subcontracts, and may direct that the Provider use that template. If DEEWR does not develop a template subcontract for use in a particular class of subcontracts under this clause 30.5, the Provider must ensure that any subcontract it enters into with a subcontractor is evidenced in writing.

### **Responsibility for obligations**

- 30.6 The Provider is fully responsible for the performance of its obligations under this Contract, even though the Provider may have subcontracted any of them.
- 30.7 The Provider must ensure that any subcontractor is aware of all terms and conditions of this Contract relevant to the subcontractor's part in the provision of the Services.

30.8 The Provider must pay the subcontractors in accordance with the terms of the relevant subcontract.

### **Suitability of subcontractor**

30.9 Despite any approval given by DEEWR under clause 30, the Provider is responsible for ensuring the suitability of a subcontractor for the work proposed to be carried out and for ensuring that the subcontractor's work meets the requirements of this Contract.

### **Revocation of approval**

30.10 DEEWR may revoke its approval of a subcontractor on any reasonable ground by giving notice to the Provider.

30.11 On receipt of the notice the Provider must, at its own cost, promptly cease using that subcontractor and arrange their replacement with personnel or another subcontractor acceptable to DEEWR.

### **Liability under revoked approval**

30.12 If DEEWR revokes its approval of a subcontractor, the Provider remains liable under this Contract for the past acts or omissions of its subcontractors as if they were current subcontractors.

### **Terms of subcontracts**

30.13 The Provider must, in any subcontract with a subcontractor, reserve a right of termination to take account of DEEWR's right of termination under clauses 37 [Termination with Costs] and 38 [Termination for Default] and DEEWR's right of revocation of approval under clause 30.10, and the Provider must, where appropriate, make use of that right in the event of a termination or revocation by DEEWR.

30.14 The Provider must, in any subcontract with a subcontractor, bind the subcontractor to all relevant terms and conditions of this Contract including but not limited to clauses:

- (a) 22 [Confidential Information];
- (b) 23 [Personal Information];
- (c) 25 [Retention of Participant Service Records];



- (d) 27 [Access to Premises and Records];
- (e) 29 [Insurance];
- (f) 44 [Negation of Employment, Partnership and Agency]; and
- (g) 49 [Compliance with Laws and Government Policies].

### **Equal Opportunity**

30.15 The Provider must not enter into a subcontract under this Contract with a subcontractor named by the Director of the Equal Opportunity for Women in the Workplace Agency as an employer currently not complying with the *Equal Opportunity for Women in the Workplace Act 1999* (Cth).

30.16 DEEWR may:

- (a) take action under clause 36 [Remedies]; or
- (b) immediately terminate this Contract without the need to provide notice to the Provider and clauses 38.2 and 38.3 apply, as if the Contract was terminated under clause 38 [Termination for Default], if the Provider does not comply with this clause 30.

## **31. CORPORATE GOVERNANCE**

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### **Constitution**

- 31.1 The Provider must provide a copy of its Constitution to DEEWR upon request.
- 31.2 The Provider must inform DEEWR whenever there is a change in its Constitution, structure, management or operations which could reasonably be expected to have an adverse effect on its ability to comply with the Provider's obligations under this Contract.
- 31.3 The Provider must not employ, engage or elect any person who would have a role in its management, financial administration or the conduct of the Services, if:

The Provider must not employ, engage or elect any person who would have a role in its management, financial administration or, if notified by DEEWR, the conduct of the Services if:

- (a) the person is an undischarged bankrupt;
- (b) there is in operation a composition, deed of arrangement or deed of assignment with the person's creditors under the law relating to bankruptcy;
- (c) the person has suffered final judgment for a debt and the judgment has not been satisfied;
- (d) subject to Part VIIC of the *Crimes Act 1914* (Cth), the person has been convicted of an offence within the meaning of paragraph 85ZM (1) of that Act unless:
  - (i) that conviction is regarded as spent under paragraph 85ZM (2) (taking into consideration the application of Division 4 of Part VIIC);
  - (ii) the person was granted a free and absolute pardon because the person was wrongly convicted of the offence; or
  - (iii) the person's conviction for the offence has been quashed;
- (e) the person is or was a Director or occupied an influential position in the management or financial administration of an organisation that had failed to comply with funding requirements of the Commonwealth; or
- (f) the person is otherwise prohibited from being a member or Director or employee or responsible officer of the organisation of the Provider.

31.4 Where a person falls or is discovered as falling within any of clauses 31.3(a) to 31.3(f) while employed or engaged by the Provider, or is elected as an officer of the Provider, the Provider will be in breach of clause 31.3, if the Provider does not:

- (a) transfer the person to a position which does not have a role in its management, financial administration or performance of the Services; or
- (b) terminate the employment or engagement of the person or remove the person from office,

as the case may be, and immediately notify DEEWR of its action.

31.5 If the Provider advises DEEWR that it considers such termination action would be a breach of a statutory provision binding on the Provider, DEEWR will take the Provider's view into account in deciding what action to take as a result of the breach of this clause 31.

31.6 If the Provider is an Aboriginal association incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*, in the event that its public officer receives a notice from the Registrar of Aboriginal Corporations under section 71 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)* calling upon the Provider to show cause why an administrator should not be appointed, the Provider must notify DEEWR within 5 Business Days of the date of receipt of such a notice.

31.7 If the Provider is registered under the *Corporations Act 2001 (Cth)*, and:

- (a) applies to come under, receives a notice requiring it to show cause why it should not come under, receives a notice or an application from any other person for it to come under, or has otherwise come under one of the forms of external administration referred to in Chapter 5 of the *Corporations Act 2001 (Cth)*; or
- (b) an order has been made for the purpose of placing it under external administration,

the Provider must inform DEEWR in writing within 5 Business Days of the date of the making or receipt of such a notice or application or the making of such an order.

### **Change in Control Without DEEWR's Consent**

31.8 The Provider must not, without DEEWR's prior written consent, cause or permit to occur a Change in Control of:

- (a) the Provider;
- (b) if the Provider is a Consortium, the Consortium, or any member of the Consortium; or
- (c) any Material Subcontractor.

31.9 DEEWR may grant, or refuse to grant consent at its absolute discretion, and if DEEWR grants its consent under clause 31.8, DEEWR may attach such conditions on the consent as DEEWR sees fit.

31.10 The Provider must, within 5 Business Days of receiving a written request from DEEWR, provide such information and supporting evidence as DEEWR may request in relation to the:

- (a) shareholdings;
- (b) issued shares;
- (c) board of Directors;

- (d) board of management;
- (e) executive;
- (f) voting rights;
- (g) partnership composition, if relevant;
- (h) Consortium membership, if relevant,

of the Provider or any Material Subcontractor, including the dates of any changes to those matters.

31.11 If the Provider does not:

- (a) obtain DEEWR's consent as required by clause 31.8; or
- (b) provide DEEWR with the information as required by clause 31.10,

DEEWR may:

- (i) take action under clause 36 [Remedies]; and/or
- (ii) immediately terminate this Contract without the need to provide notice to the Provider and clauses 38.2 and 38.3 apply, as if the Contract was terminated under clause 38 [Termination for Default]

### **Change in composition of Consortium or partnership**

31.12 If the Provider is a Consortium or partnership:

- (a) the Provider must not make any changes to the membership of the Consortium or partnership without DEEWR's prior written consent; and
- (b) DEEWR may, in its absolute discretion, grant or refuse to grant consent, and may attach such conditions on the consent as DEEWR sees fit.

31.13 If the Provider breaches clause 31.12 DEEWR may:

31.14 (a) take action under clause 36 [Remedies]; and/or

31.15 (b) immediately terminate this Contract under clause 38 [Termination for

31.16 Default] by providing notice to the Provider.

## **32. DEALING WITH COMPLAINTS**

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### **The Complaints process**

- 32.1 The Provider must establish and publicise to Participants, potential Participants and Employers, the existence and details of a Complaints process which will deal with Complaints lodged by potential Participants, Participants and Employers about its conduct of the Services.
- 32.2 The Provider warrants that if a potential Participant, Participant or Employer is dissatisfied with the results of the Complaints process, the Provider will refer the potential Participant, Participant or Employer to the DEEWR Customer Service Line for further investigation of the Complaint and the Provider undertakes to assist DEEWR in the investigation of the Complaint.
- 32.3 The Provider's Complaints process of the Provider must:
- (a) be consistent with this Contract, any Guidelines and any Service Guarantee; and
  - (b) clearly indicate that potential Participants, Participants and Employers may also make a Complaint directly to DEEWR using DEEWR's Customer Service Line.
- 32.4 Upon request, the Provider must give to DEEWR details of the process it has established to manage Complaints.

### **Dealing with Complaints**

- 32.5 The Provider must:
- (a) explain the Complaints process to potential Participants upon first referral to the Provider, and to Participants at any time upon request;
  - (b) make copies of the Complaints process available to Participants upon request;
  - (c) ensure that all Complaints it receives are investigated by an appropriately senior staff member;
  - (d) effectively communicate the outcome of any investigation and any action the Provider proposes to take about a Complaint to DEEWR and the complainant;
  - (e) effectively communicate the outcome of a Complaint to DEEWR and the complainant; and

- (f) not withhold a Service from a complainant or discriminate against a complainant because of a Complaint.

### **Complaints Register**

32.6 The Provider must keep a Complaints Register for each Site. The Complaints Register must include, but is not limited to, the following information:

- (a) details of all Complaints received directly by the Provider;
- (b) details of all Complaints referred to the Provider by, or through, DEEWR; and
- (c) in relation to each record in the Complaints Register, details of the Parties to the Complaint, including:
  - (i) the name of the complainant (if provided);
  - (ii) if relevant, the name of the Provider's staff member being complained about;
  - (iii) the name of the Provider's staff member handling the Complaint;
  - (iv) details of the Site to which the Complaint relates;
  - (v) the date of the Complaint;
  - (vi) the nature of the Complaint (selected from a brief list of classifications);
  - (vii) whether the Complaint was referred from DEEWR;
  - (viii) details of key contacts with the complainant and the action taken, including dates;
  - (ix) outcome of the investigation;
  - (x) date of finalisation of the response to the Complaint;
  - (xi) any follow-up action required; and
  - (xii) any changes to Services or procedures, or other actions, resulting from the Complaint.

### **DEEWR access to the Complaints Registers**

32.7 In accordance with clause 27 [Access to Premises and Records], the Provider must allow DEEWR to have access to the Complaints Registers and other supporting Material.

### **Retention of the Complaints Registers**

- 32.8 Subject to contrary stipulation in clause 25 [Retention of Participant Service Records] or in a notice from DEEWR, the Provider must retain the Complaints Registers and supporting Material for seven (7) years from the Completion Date.

## **33. DISPUTE RESOLUTION**

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### **Informal resolution**

- 33.1 The Parties agree that any dispute arising during the course of this Contract will be dealt with as follows:
- (a) the Party claiming that there is a dispute will give the other Party a notice setting out the nature of the dispute;
  - (b) within 5 Business Days each Party will nominate a representative not having any prior involvement in the dispute;
  - (c) the representatives will try to settle the dispute by direct negotiation between them;
  - (d) failing settlement within a further 10 Business Days, the Parties may agree to refer the dispute to an independent third person with power:
    - (i) to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution; or
    - (ii) to mediate and recommend some form of non-binding resolution;
  - (e) the Parties will cooperate fully with any process instigated under paragraph (d) above in order to achieve a speedy resolution; and
  - (f) if a resolution is not reached within a further 20 Business Days, either Party may commence legal proceedings.

### **Costs**

- 33.2 Each Party will bear their own costs of complying with this clause 33, and the Parties must bear equally the cost of any third person engaged under clause 33.1(d).

### **Application of this clause**

- 33.3 This clause 33 does not apply to the following circumstances:

- (a) either Party commences legal proceedings for urgent interlocutory relief;
- (b) action is taken by DEEWR under or purportedly under clauses 4 [Service Guarantee], 5 [Code of Practice], 7 [Payment], 8 [Funds], 9 [Repayments and Offsetting], 15 [Delay], 18 [Performance Management], 26 [Access by Participants and Employers to Records Held by the Provider], 27 [Access to Premises and Records], 30 [Subcontracting], 31 [Corporate Governance], 36 [Remedies], 37 [Termination with Costs] or clause 38 [Termination for Default];
- (c) where DEEWR is conducting its own fraud investigation; or
- (d) an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the law by the Provider.

### **Performance of obligations**

33.4 Despite the existence of a dispute, both Parties must (unless requested in writing by the other Party not to do so) continue to perform their obligations under this Contract.

## **34. NO GUARANTEES BY DEEWR**

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34.1 DEEWR provides no guarantee of:

- (a) the volume or type of business the Provider will receive;
- (b) the numbers of Participants for any Service under this Contract;
- (c) the numbers of Participants for any ESA in relation to any Service under this Contract; or
- (d) the market and other information provided in the relevant request for tender.

## **35. SUSPENSION**

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### **Suspension**



35.1 Without limiting DEEWR's rights under this Contract, under statute, at law or in equity, if DEEWR is of the opinion that:

- (a) the Provider may be in breach of its obligations under this Contract, and while DEEWR investigates the matter;
- (b) the Provider's performance of any of its obligations under this Contract, including achievement against the Key Performance Indicators, is less than satisfactory; or
- (c) the Provider may be engaged in fraudulent activity, and while DEEWR investigates the matter,

DEEWR may, prior to taking action under clause 36 [Remedies] or clause 38 [Termination for Default], withhold or suspend:

- (i) the referral of Participants in respect of some or all Services at some or all Sites; and
- (ii) any payment in whole or in part under this Contract.

35.2 DEEWR will notify the Provider if it exercises its rights under clause 35.1 within 10 Business Days after having exercised those rights.

35.3 Notwithstanding any action taken by DEEWR under clause 35.1, the Provider must continue to perform its obligations under this Contract, unless DEEWR agrees otherwise in writing.

## **36. REMEDIES**

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36.1 Notwithstanding any other rights available to DEEWR under this Contract:

- (a) if the Provider fails to rectify a breach of this Contract within 10 Business Days of receiving a notice from DEEWR to do so, or within such other period of notice as is specified by DEEWR;
- (b) if the Provider fails to fulfil, or is in breach of any of its obligations under this Contract that are not capable of being remedied;
- (c) following notification under clause 18.5, DEEWR determines that the Provider performance has not improved to DEEWR's satisfaction within the period of time specified in the notice; or
- (d) further to paragraph (a) above, if an event has occurred which would entitle DEEWR to terminate the Contract in whole or in part under clause 38 [Termination for Default],

DEEWR may, by providing notice to the Provider, immediately exercise one or more of the remedies set out in clause 36.2.

### **Remedies**

36.2 The remedies DEEWR may exercise include:

- (a) imposing additional conditions on Funding use or payment of Fees;
- (b) increasing the number or decreasing the size of Funding instalments paid to the Provider or both;
- (c) withholding Funding instalments until such time as the performance of the Provider has improved, to DEEWR's satisfaction;
- (d) reducing the amount of Fees or Funds or not pay the Fees or Funds that would otherwise have been payable in respect of the relevant obligation;
- (e) where DEEWR has already paid Fees or Funds under this Contract recovering the equivalent amount as a debt;
- (f) imposing additional financial or performance reporting requirements on the Provider;
- (g) reducing the Funding or Fees permanently or temporarily;
- (h) reducing Participant numbers, the Provider's share of available places and/or the business levels of the Provider, permanently or temporarily;
- (i) reducing the scope of a Service; and
- (j) taking any other action set out in the Specific Conditions.

### **Notice**

36.3 If DEEWR takes any action under this clause 36, where relevant, this Contract will be deemed to be varied accordingly.

36.4 If DEEWR takes any action under this clause 36, DEEWR will notify the Provider:

- (a) the reasons for the action;
- (b) the duration of the action; and
- (c) any corresponding adjustment under this Contract.

36.5 Subject to any notice received under clause 36.4, the Provider is not relieved of any of its obligations under this Contract and must continue to conduct the Services as set out in the Specific Conditions.

## **37. TERMINATION WITH COSTS**

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### **Termination or reduction in scope**

37.1 DEEWR may, at any time by notice to the Provider, terminate this Contract in whole or in part or reduce the scope of one or all of the Services without prejudice to the rights, liabilities, or obligations of either Party accruing prior to the date of termination or reduction.

37.2 The Parties agree this clause 37 may be used to remove one or more of the Services under this Contract.

37.3 If this Contract is terminated in whole or part or reduced in scope under this clause 37, DEEWR is only be liable for:

- (a) payment of Fees as set out in clause 37.4;
- (b) payment of Funds as set out in clause 37.5; and
- (c) subject to clauses 37.8, 37.9, 37.10 and 37.11, any reasonable, unavoidable costs actually incurred by the Provider and directly attributable to the termination, partial termination or reduction in scope of this Contract.

### **Fees**

37.4 Where DEEWR terminates in whole or part or reduces the scope of this Contract under clause 37:

- (a) DEEWR will only be liable to pay Fees properly due to the Provider prior up to the effective date of the termination;
- (b) any payments that would have been payments in advance will abate according to the extent that they relate to the conduct of the Service after the effective date of the termination; and
- (c) DEEWR will be entitled to recover from the Provider any Fees paid in advance that relate to the conduct of the Service after the effective date of the termination.

### **Funds**

37.5 Where DEEWR terminates this Contract in whole or in part or reduces the scope of this Contract under this clause 37:

- (a) DEEWR will only be liable to make payments of Funds to the extent that those monies have been legally committed by the Provider prior to receipt of the notice of termination;
- (b) the Provider will be required to acquit the Funds in accordance with clause 8.8;
- (c) DEEWR will be entitled to recover from the Provider any Funds paid prior to receipt of the notice of termination which:
  - (i) have not been legally committed for expenditure by the Provider in accordance with this Contract and payable as a current liability prior to receipt of the notice of termination; or
  - (ii) have not, in DEEWR's opinion, been spent by the Provider in accordance with this Contract; and
- (d) the Provider must, if requested by DEEWR, provide within 5 Business Days details of all Funds referred to in paragraphs (a) and (c)(i) above.

37.6 For the purposes of clause 37.5(a) and 37.5(c)(i), DEEWR may require written evidence that the Funds have been so committed.

### **Provider's obligations**

37.7 Upon receipt of a notice of termination in whole or in part or reduction in scope the Provider must:

- (a) cease or reduce the performance of its obligations under this Contract in accordance with the notice;
- (b) immediately return to DEEWR any Funds in accordance with clause 37.5(c) or deal with any such Funds as DEEWR may notify to the Provider;
- (c) immediately return to DEEWR any Fees in accordance with clause 37.4(c);
- (d) immediately do everything possible to mitigate all losses, costs, and expenses, arising from the termination or reduction in scope contained in the notice; and
- (e) continue work on any part of the Services not affected by the notice.

### **Abatement of the Fees or Funds**

37.8 If there is a reduction in scope of the obligations under this Contract, DEEWR's liability to pay any part of the Fees or Funds will, in the absence of agreement to the contrary, abate proportionately to the reduction in the obligations under this Contract.

### **Limit on Compensation**

37.9 DEEWR's liability to pay any compensation under or in relation to this clause 37 is subject to the Provider's:

- (a) strict compliance with this clause 37; and
- (b) substantiation of any amounts claimed under clauses 37.4(a) and 37.5(a).

37.10 DEEWR will not be liable:

- (a) to pay compensation for loss of prospective profits for a termination or reduction in scope under this clause 37;
- (b) for loss of any benefits that would have been conferred on the Provider had the termination or reduction not occurred; or
- (c) for any amounts which would, in aggregate, exceed the maximum Fees and Funds that would have been payable by DEEWR under this Contract in respect of the relevant Service, but for termination or reduction in scope under this clause 37.

37.11 In addition, for a reduction in scope, DEEWR will not be liable to pay the Provider, and the Provider agrees that its reasonable costs do not include:

- (a) any amounts owed by the Provider under any contract of employment or to any subcontractors; and
- (b) payment of any liabilities arising from commitments the Provider has made in relation to the conduct of the Services beyond the end of the financial year in which the reduction in scope takes place.

37.12 If DEEWR terminates or reduces the scope of this Contract under this clause 37:

- (a) DEEWR's actions will not constitute a breach of this Contract; and
- (b) the costs available to the Provider under this clause 37, represent a reasonable pre-estimate of any loss that may be incurred by the Provider.

## 38. TERMINATION FOR DEFAULT

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### Defaults

38.1 DEEWR may, in the case of any one or more of the events below, immediately terminate this Contract in whole or in part (including terminating one or more Services under one or more Parts), by giving notice to the Provider, if:

- (a) the Provider fails to fulfil, or is in breach of any of its obligations under this Contract that are not capable of being remedied;
- (b) the Provider fails to fulfil, or is in breach of any of its obligations under this Contract which are capable of being remedied, and does not rectify the omission or breach within 10 Business Days of receiving a notice from DEEWR to do so, or within such other period of notice as is specified by DEEWR;
- (c) the Provider is unable to pay all its debts as and when they become due and payable or the Provider fails to comply with a statutory demand within the meaning of sections 459E and 459F of the *Corporations Act 2001* (Cth);
- (d) proceedings are initiated with a view to obtaining an order for the Provider's winding up or any shareholder, member or Director convenes a meeting for the purpose of considering or passing any resolution for the Provider's winding up;
- (e) the Provider has applied to come under, received a notice requiring the Provider to show cause why the Provider should not come under, or have otherwise come under one of the forms of external administration referred to in Chapter 5 of the *Corporations Act 2001* (Cth) or equivalent provisions in Incorporated Associations legislation of the States and Territories or Parts IV and V of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth), or an order has been made for the purpose of placing the Provider under external administration;
- (f) being an individual, the Provider becomes bankrupt or enters into a scheme of arrangement with creditors;
- (g) in relation to this Contract, the Provider breaches any law of the Commonwealth, or of a State or Territory;
- (h) the Provider ceases to carry on business;

- (i) DEEWR is satisfied that, prior to entering into this Contract, the Provider:
  - (i) has engaged in misleading or deceptive conduct;
  - (ii) has made a statement that is incorrect or incomplete; or
  - (iii) has omitted to provide information to DEEWR, that may have affected the original decision to enter into this Contract or action taken by DEEWR under this Contract; or
- (j) notice is served on the Provider or proceedings are taken to cancel its incorporation or registration or to dissolve the Provider as a legal entity.

### **Parties rights and obligations on termination**

38.2 Where DEEWR terminates this Contract in whole or in part under clause 38.1:

- (a) DEEWR is liable to pay Fees and entitled to recover Fees as set out in clause 37.4;
- (b) clauses 37.5 and 37.6 apply to DEEWR's liability to pay and entitlement to recover Funds; and
- (c) clauses 37.7 and 37.8 apply as if the Contract were terminated in accordance with clause 37.

### **Preservation of other rights**

38.3 Subclause 38.1 does not limit or exclude any of DEEWR's other rights, including the right to recover any other amounts from the Provider on termination of this Contract, including the right to reduce payments due on termination on the basis of breach or poor performance, and any rights of offset.

## **39. TRANSITION OUT**

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### **Assistance and Cooperation**

39.1 Subject to the Specific Conditions, the Provider must provide sufficient assistance and cooperation to ensure an orderly and efficient transition of any or all Services to any person nominated by DEEWR, or to DEEWR, as directed by DEEWR, if:

- (a) this Contract is terminated in whole or in part before the Completion Date;
- (b) at the Completion Date, the Provider is successful in obtaining a subsequent contract from any future procurement process, but the subsequent services contract does not require the Provider to provide a Service it provides under this Contract; or
- (c) at the Completion Date the Provider is not successful in obtaining a subsequent contract to provide a Service it provides under this Contract.

39.2 The sufficient assistance and cooperation the Provider must provide under clause 39.1 will include as a minimum:

- (a) the transfer of:
  - (i) all unexpended Funds;
  - (ii) all Records, including Personal Information;
  - (iii) Contract Material in the Provider's possession or control; and
  - (iv) Commonwealth Material in the Provider's possession or control; and
- (b) the redirection of Participants,

to any person nominated by DEEWR, or to DEEWR as directed by DEEWR.

39.3 The Provider agrees to provide full assistance to DEEWR to enable the Services to be provided by an alternative person nominated by DEEWR, or to DEEWR, for a period of 3 months prior to the Completion Date and for a further period of 6 months subsequent to the Completion Date.

39.4 If there is any form of procurement process after execution of this Contract for the delivery of one or more of the Services and the Provider:

- (a) does not submit a response, or refuses an offer to provide further services; or
- (b) is not successful in obtaining a further contract,

the referral of Participants may cease from the date of the announcement of successful new providers, or earlier if both Parties agree.

## **40. ACKNOWLEDGEMENT AND PROMOTION**

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### **Acknowledgement of support**

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- 40.1 The Provider must, in all publications, and in all promotional, publicity and advertising Materials or activities of any type undertaken by or on behalf of the Provider relating to the Services or this Contract in any way:
- (a) comply with any promotion and style guidelines contained in the Specific Conditions or issued by DEEWR from time to time;
  - (b) use badging and signage in accordance with any Guidelines;
  - (c) acknowledge the financial and other support the Provider has received from the Commonwealth, in the manner, if not set out in the Specific Conditions, then consistent with the requirements of the Guidelines; and
  - (d) deliver to DEEWR (at DEEWR's request and at the Provider's own cost) copies of all promotional, publicity and advertising Materials the Provider has developed under this Contract.

### **Right to publicise Services**

- 40.2 DEEWR may publicise and report on the Services and on the awarding of the Services to the Provider. DEEWR may do this by, amongst other means, including in media releases, general announcements about the Services and in annual reports, the name of the Provider, the amounts of Fees or Funds given to the Provider, and a brief description of the Services.

## **41. CONFLICT OF INTEREST**

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### **Warranty of no Conflict**

- 41.1 The Provider warrants that, to the best of its knowledge and belief after making diligent inquiries, at the Commencement Date no Conflict exists or is likely to arise in the performance of its obligations under this Contract.

### **Conflict that may arise**

- 41.2 Subject to clause 41.1, the Provider must not during this Contract enter into any arrangement, scheme or contract, however described, which may cause a Conflict in the performance of its obligations under this Contract.

### **Dealing with Conflict**

- 41.3 If during the term of this Contract, a Conflict arises, or is likely to arise, the Provider must:

- (a) immediately notify DEEWR of that Conflict and of the steps the Provider proposes to take to resolve or otherwise deal with the Conflict;
- (b) make full disclosure to DEEWR of all relevant information relating to the Conflict; and
- (c) take such steps as DEEWR may reasonably require to resolve or otherwise deal with that Conflict.

### **Failure to deal with Conflict**

41.4 If the Provider:

- (a) fails to notify DEEWR in accordance with this clause 41; or
- (b) is unable or unwilling to resolve or deal with the Conflict as reasonably required by DEEWR,

DEEWR may terminate this Contract under clause 38 [Termination for Default].

## **42. ASSIGNMENT AND NOVATION**

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### **Assignment of Rights**

42.1 The Provider must not assign any of its rights under this Contract without DEEWR's prior written approval.

### **Novation**

42.2 The Provider must not enter into negotiations with any other person for the purpose of entering into an arrangement that will require the novation of this Contract, without DEEWR's prior written approval.

## **43. JOINT AND SEVERAL LIABILITY**

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43.1 If more than one Party is a signatory to this Contract as the Provider, each of those Parties will be jointly and severally liable for the performance of all of the obligations of the Provider under this Contract.

43.2 If the Provider is a Consortium, each member of the Consortium is jointly and severally liable to the Commonwealth in relation to this Contract.

## **44. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY**

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### **Status**

44.1 Subject to the Specific Conditions the Provider, its employees, partners, officers, volunteers, agents or subcontractors will not, by virtue of this Contract, be, or for any purpose be deemed to be, DEEWR employees, partners, agents or subcontractors or otherwise able to bind or represent the Commonwealth.

### **Representatives**

44.2 Subject to the Specific Conditions the Provider must not represent itself, and must ensure that its employees, partners, officers, volunteers, agents and subcontractors do not represent themselves, as being DEEWR employees, partners, agents or subcontractors or as otherwise able to bind or represent the Commonwealth.

## **45. WAIVER**

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### **Exercise of rights**

45.1 If either Party does not exercise (or delays in exercising) any rights under this Contract, that failure or delay does not operate as a waiver of those rights.

### **Partial exercise of rights**

45.2 A single or partial exercise by either Party of any of its rights does not prevent the further exercise of any right.

### **Means of waiver**

45.3 Waiver of any provision of, or right under, this Contract:

- (a) must be in writing signed by the Party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in the written waiver.

### **Meaning of rights**

45.4 In this clause 45, 'rights' means rights or remedies provided by this Contract, under statute, at law or in equity.

## **46. ENTIRE CONTRACT, VARIATION AND SEVERANCE**

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### **Entire Contract**

- 46.1 This Contract records the entire agreement between the Parties in relation to its subject matter and supersedes all communications, negotiations, arrangements, and agreements, whether oral or written, between the Parties about the subject matter of this Contract.

### **Variation of Contract**

- 46.2 Except for action DEEWR is expressly authorised to take elsewhere in this Contract, no variation of this Contract is binding unless it is agreed in writing and signed by the Parties.

### **Severance**

- 46.3 If a court or tribunal says any provision of this Contract has no effect or interprets a provision to reduce an obligation or right, this does not invalidate any other provision.

## **47. APPLICABLE LAW AND JURISDICTION**

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### **Applicable Law**

- 47.1 This Contract is to be construed in accordance with, and any matter related to it is to be governed by, the laws of the Australian Capital Territory.

### **Jurisdiction**

- 47.2 Both Parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory in respect to any dispute under this Contract.

## **48. NOTICES**

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### **Giving of notice**

- 48.1 A Party giving notice or notifying under this Contract must do so in writing or by facsimile transmission, and if:
- (a) in writing, the notice must be:

- (i) addressed to the Account Manager or the Contact Person; and
  - (ii) hand delivered or sent by pre-paid post to their respective street addresses;
- (b) by facsimile transmission, the notice must be sent to the facsimile number of the Account Manager or the Contact Person, as appropriate.

### **Receipt of notice**

48.2 A notice given in accordance with clause 48.1 is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by pre-paid post, 5 Business Days after the date of posting unless it has been received earlier; and
- (c) if sent by facsimile transmission upon receipt by the sender of a facsimile confirmation receipt.

48.3 For the purposes of this clause 48, the Account Manager's and the Contact Person's address details are as specified in the Specific Conditions.

## **49. COMPLIANCE WITH LAWS AND GOVERNMENT POLICIES**

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### **Compliance with laws and policies**

49.1 The Provider must, in carrying out its obligations under this Contract, comply with:

- (a) all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority; and
- (b) any of DEEWR's policies notified by DEEWR to the Provider in writing, referred to or made available by DEEWR to the Provider (including by reference to an internet site), including any listed in the Specific Conditions.

### **No unlawful discrimination**

49.2 Without limiting clause 49.1, the Provider must provide to Participants Services that are free of sexual harassment and any form of unlawful discrimination and that comply with the:

- (a) *Racial Discrimination Act 1975 (Cth)*;

- (b) *Sex Discrimination Act 1984* (Cth);
- (c) *Disability Discrimination Act 1992* (Cth); and
- (d) *Age Discrimination Act 2004* (Cth).

49.3 The Provider must, when using DEEWR's premises or facilities, comply with all reasonable directions and procedures relating to occupational health, safety and security in effect at those premises or in regard to those facilities, as notified by DEEWR or as might reasonably be inferred from the use to which the premises or facilities are being put.

## **50. COMPLIANCE WITH THE NATIONAL CODE OF PRACTICE FOR THE CONSTRUCTION INDUSTRY**

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50.1 Where the Services involve construction, the Provider must ensure that the Services comply with the National Code of Practice for the Construction Industry (the 'Code'), Commonwealth Implementation Guidelines for the National Code for the Construction Industry and Industry Guidelines and that compliance with the Code, Commonwealth Implementation Guidelines for the National Code for the Construction Industry and Industry Guidelines are made a condition of tender and a condition of relevant contracts and extended to all subcontractors, consultants and suppliers who may be engaged by the Provider.

50.2 For the purposes of this clause 50:

- (a) the National Code of Practice for the Construction Industry'
- (b) the Industry Guidelines'; and
- (c) the Commonwealth Implementation Guidelines for the National Code for the Construction Industry;

are references to the documents of those names located at [www.workplace.gov.au](http://www.workplace.gov.au).

50.3 DEEWR may supply copies of these documents to the Provider, upon the Provider's request.

## **ANNEXURE 1 DEEWR EMPLOYMENT AND RELATED SERVICES CODE OF PRACTICE**

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Employment and related service providers commit to observe the highest standards of fairness and professional practice as they deliver the services and obligations outlined in their respective contractual arrangements with the Australian Government.

At all times our priority is to assist clients to achieve the best outcomes. We will deliver services and programmes to clients to the best of our ability and with adherence to contracted requirements, service guidelines and relevant participation requirements.

We operate the services and programmes we deliver in a manner that:

1. Upholds the integrity and good reputation of the services and programmes by:
  - acting with honesty, due care and diligence
  - behaving ethically and professionally, and being openly accountable for our actions
  - avoiding any practice or activity which could reasonably be foreseen to bring the services and programmes into disrepute
  - complying with all relevant Australian laws, including privacy, fair trading, trade practices and anti-discrimination laws.
2. Demonstrates our commitment to clients by:
  - being supportive and helpful to clients
    - in their pursuit of employment
    - in their efforts to improve their employment prospects, including education and training
    - while they undertake their mutual obligations or
    - while they undertake voluntary or community participation
    - while they stabilise their life situation and overcome personal and societal barriers to community participation
  - focusing our assistance to help clients to achieve the best outcome
  - treating clients fairly and with respect
  - considering clients' individual circumstances and backgrounds
  - ensuring cultural sensitivity in dealing with indigenous clients and clients from diverse cultural and linguistic backgrounds
    - including advocacy where appropriate
  - delivering assistance in accordance with service guarantees.
3. Is accurate and relevant by:
  - providing ongoing assistance to clients for the duration of our service to them

- providing information about programmes or services that may assist them to achieve the best outcome
  - ensuring that we have premises and facilities appropriate to deliver services with privacy and dignity
  - ensuring that the information we collect about clients is relevant and necessary
  - ensuring information is recorded in a timely manner and is kept confidential
  - tailoring assistance to clients with consideration of their individual needs and relevant participation requirements
  - demonstrating flexibility in service delivery as clients' circumstances change.
4. Is communicated clearly and effectively by:
- ensuring that clients are aware of their rights and obligations
  - providing information to clients with a disability in an accessible format
  - providing timely feedback and information to clients about decisions we make that could affect them
  - providing clients with appropriate access to relevant records we have about them, on request.
5. Encourages feedback without bias by ensuring that:
- we have a complaints process of which clients are made aware
  - staff seek and appropriately respond to clients' feedback with the aim of continuously improving services
  - staff support clients when resolving any issues or concerns they may have
  - we advise clients of the free DEEWR Customer Service Line and, for clients of Disability Open Employment Services and Vocational Rehabilitation providers, the free Complaints Resolution and Referral Service.

Clients are encouraged, in the first instance, to raise any concerns they may have with us. If clients are dissatisfied with how we respond to their concerns, or feel that they cannot discuss the issue directly with us, they can contact the free DEEWR Customer Service Line on 1800 805 260 (an interpreter can be arranged on request).



Clients of Disability Open Employment Services (DOES) and Vocational Rehabilitation (VR) are encouraged to contact the free Complaints Resolution and Referral Service on 1800 880 052 if they are not satisfied with how we, as DOES and VR providers, respond to their concerns.

If clients are dissatisfied with how DEEWR has managed their concerns, they may make a complaint to the Commonwealth Ombudsman's Office.

Disclaimer: This document is a sample copy of the *Employment Services Contract 2006-2009*. This copy is provided only for your information and as a guide. If you have entered into a contract with DEEWR, you must rely on the original signed contract and any contract variations you have entered into. You should seek your own legal advice, if required. While DEEWR has exercised reasonable care in publishing this document, DEEWR makes no representation, express or implied, as to the accuracy of the document or the applicability of the document to you or your circumstances. You should note that you may or may not have executed the contract, or any subsequent contract variations to it, in the particular form expressed in this document. DEEWR accepts no liability for any use of this document or any reliance placed on it.

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'All references to the former DEEWR have been replaced with DEEWR throughout this Contract as per the changes made in the General Contract Variation 4 and should be read as such in this Contract'

# EMPLOYMENT SERVICES CONTRACT 2006–2009

## PART B—SPECIFIC CONDITIONS

for

Job Network

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1. INTERPRETATION
2. JOB NETWORK SERVICES
3. JOB SEARCH SUPPORT SERVICES
4. INTENSIVE SUPPORT SERVICES
- 4A. FLEXIBLE SERVICING ARRANGEMENTS
5. JOB SEARCH FACILITIES
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### **SCHEDULE B1 PAYMENTS AND CONTACTS**

#### **TABLE 1: JOB NETWORK SERVICE FEES**

#### **TABLE 2: INTENSIVE SUPPORT OUTCOME PAYMENTS**

#### **TABLE 3: CONTACTS SCHEDULE**

### **SCHEDULE B2 SERVICE GUARANTEES**

### **SCHEDULE B3 CONTRACT AND BUSINESS DETAILS**

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## 1. INTERPRETATION

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1.1 In these Specific Conditions, unless the contrary intention appears:

- (a) **'Active Participation Model'** means the set of changes announced by the Commonwealth government in the 2002-03 Federal Budget to improve Job Network services as refined by the Commonwealth government from time to time;
  - (aaa) [Reserved]; [GCV3 – 31 August 2007]
  - (aab) [Reserved]; [GCV3 – 31 August 2007]
  - (aac) **'Account Manager'** means the person for the time being holding, occupying or performing the duties of the position as described at Item B3.1 Schedule B3
  - (b) [Reserved]; [GCV3 – 31 August 2007]
  - (b) **'Age Pension'** has the meaning given to that term by the *Social Security Act 1991* (Cth);
  - (bII) **'Age Pensioner Job Seeker'** or **'AP Job Seeker'** means a job seeker who, as determined by the Provider:
    - (i) is in receipt of Age Pension; and
    - (ii) has volunteered to receive ESAP;but does not include a job seeker who:
    - (iii) otherwise is in a class of persons identified by DEEWR as being ineligible for ESAP;
  - (bIII) **'AP Job Seeker Outcome'** occurs where the AP Job seeker has completed employment for a minimum of 20 hours each week for 13 Consecutive Weeks during the provision of ESAP or within 6 months from the completion of ESAP;
  - (bIV) **'AP Job Seeker Outcome Payment'** means the payments payable under clause 10.9A and set out in Table 2A of Schedule B1 of this Part
- (c) **'Applying for Job Search Support'** means the document used to establish and record the eligibility of a Job Search Support Only Job Seeker;
- (d) **'Approved Program of Work for Income Support Payment'** has the meaning given to that term by the *Social Security Act 1991* and 'Work for the Dole' has a corresponding meaning;
- (e) **'Australian Careers Information'** means an internet based website that provides career and occupational information, including job prospects, weekly earnings and job characteristics;
- (f) **'Australian Training'** means an internet based directory of education and training courses located across Australia;

- (fa) **'Basic Rate'** has the meaning given to that term by the *Social Security Act 1991*, where the term applies in relation to the payment of Unemployment Allowances;
- (fb) **'Break in ESAP'** means any period or periods, to a total of 6 months, in which an AP Job Seeker elects to have a break from ESAP in accordance with the Guidelines and clauses 3.9H-3.9I;
- (g) **'Community Development Employment Projects' or 'CDEP'** means the project directly funded by DEEWR to deliver CDEP services;
- (ga) **'Contact Person'** means the person for the time being holding, occupying or performing the duties of the person as described in Item B3.2 of Schedule B3.
- (h) **'CDEP Organisation'** means an organisation contracted by the Commonwealth to implement Community Development Employment Projects and, where the context so admits, include the officers, employees, agents and sub-contractors of the organisation, and the organisation's successors and assigns;
- (i) **'CDEP Participant'** means a person who is a participant on a Community Development Employment Project approved by the Commonwealth and who appears on a CDEP schedule;
- (j) **'Community Work Coordinator'** means an organisation contracted to provide Community Work Coordinator Services, including Work for the Dole and Community Work Placements;
- (k) **'Complementary Programme'** means an employment or training programme administered by the Commonwealth, including DEEWR, or provided by a State or Territory government (including by State or Territory government funded providers), as notified by DEEWR from time to time, which the Provider may access to provide additional specialised assistance to a Fully Job Network Eligible Job Seeker, or about which the Provider may provide information to a Job Search Support Only Job Seeker to help the Job Search Support Only Job Seeker to access such specialised assistance;
- (ka) **'Compliance Penalty Period'** has the meaning given to that term by the *Social Security Act 1991 (Cth)*;
- (kaa) **'Consecutive Weeks'** means a continuous period of weeks broken only by acceptable breaks in employment being breaks that are specified as acceptable in Guidelines issued by DEEWR;
- (kaaa) **'Delegate'** means a person who is a delegate of the Secretary with respect to the *Social Security Act 1991* and/or the *Social Security (Administration) Act 1999* and who is involved in providing Job Network Services for and on behalf of the Provider;
- (l) **'Disability Employment Services'** means the open employment assistance and vocational rehabilitation services administered by DEEWR and the supported employment assistance administered by FACSIA;

- (m) **'Effective Exit'** occurs when a Fully Job Network Eligible Job Seeker:
- (i) moves off a qualifying income support sufficient to break the Fully Job Network Eligible Job Seeker's continuity of Registration;
  - (ii) is not on a qualifying income support and turns 21 years of age, unless the Fully Job Network Eligible Job Seeker is in a period of Intensive Support Customised Assistance, which may continue to completion with the Fully Job Network Eligible Job Seeker's agreement;
  - (iii) is referred to Disability Employment Services or equivalent;
  - (iv) leaves the workforce;
  - (v) achieves the assessed level of restricted work hours in employment which is an Intensive Support Outcome for an Interim Payment Period or is an Intensive Support Under 12 Month Outcome;
  - (vi) who is in receipt of a Parenting Payment or Carer Payment achieves the chosen reduced working hours which is an Intensive Support Outcome for an Interim Payment Period or is an Intensive Support Under 12 Month Outcome;
  - (vii) who is not the subject of an activity test, or who has part time participation requirements, achieves an Intensive Support Outcome for an Interim Payment Period or an Intensive Support Under 12 Month Outcome;
  - (viii) who is not the subject of an activity test chooses to withdraw from Job Network Services;
  - (ix) who has commenced Intensive Support Customised Assistance before reaching a period of Registration that is 12 months in duration, moves off qualifying income support and successfully completes an Interim Payment Period; or
  - (x) participates in an activity or an event that occurs in relation to the Fully Job Network Eligible Job Seeker that DEEWR may notify the Provider from time to time as being an Effective Exit;
- (n) **'Electronic Diary'** means the DEEWR system used for the referral of Eligible Job Seekers to the Provider and for referrals by the Provider to other relevant service providers, including Complementary Programmes, and for making and managing an Eligible Job Seeker's appointments;
- (o) **'Eligible Job Seeker'** means a Fully Job Network Eligible Job Seeker, a Job Search Support Only Job Seeker and an EP Job Seeker;
- (oi) **'Employment Services for Age Pensioners'** or **'ESAP'** means the Services provided by the Provider to an AP Job Seeker as set out in clauses 3.9A to 3.9J;
- (oii) **'ESAP Service Fee'** means the Fee payable under clause 10.4I and set out in Table 1A of Schedule B1 of this Part
- (oa) **'EP Job Seeker'** means:

- (i) a JSSO Job Seeker or a FJNE Job Seeker who is:
    - (A) a parent with a dependent child aged less than 16 years;
    - (B) a person aged 50 years or older; or
    - (C) in receipt of Carer Payment or a carer as defined by the Guidelines; and
  - (ii) any other person identified by DEEWR as eligible for EP Services;
- but does not include a JSSO Job Seeker who:
- (iii) has been employed for at least 15 hours per week for at least 13 weeks in each year of the two years immediately preceding referral or Registration of the JSSO Job Seeker;
  - (iv) is in receipt of an Age Pension; or
  - (v) otherwise, is in a class of persons identified by DEEWR as being ineligible for EP Services;
- (ob) **'EP Services'** means the Employment Preparation Services specified at clauses 3.4A-3.4J;
  - (oc) **'ESA Business Share'** means the proportion of Fully Job Network Eligible Job Seekers in an Employment Services Area set out in Item B.13 of Schedule B3, to whom the Provider is contracted to provide Job Network Services;
  - (p) **'FACSLIA'** means the Department of Families, Community Services and Indigenous Affairs or such other government agency or department as may administer or perform the functions of that department from time to time;
  - (q) **'Final Payment Period'** means a period of 13 Consecutive Weeks, for an employment related activity, or one Semester for an education related activity, which:
    - (i) immediately follows the completion of an Interim Payment Period, where the requirements of that Interim Payment Period have been met;
    - (ii) has not started within another Payment Period; and
    - (iii) does not overlap with any other Payment Period;
  - (qa) **'Flexible Servicing Arrangements'** means the Flexible Servicing Arrangements described in clause 4A;
  - (r) **'Foundation Skills Barrier'** means a fundamental barrier to employment which needs to be addressed before a Fully Job Network Eligible Job Seeker can benefit from assistance available through Commonwealth employment programmes and services. This may include, but is not limited to, low skills in language, literacy and numeracy;

- (s) **'Full-Time Study'** means:
- (i) a university course that, for the purposes of the Higher Education Contribution Scheme, represents a standard student load for the equivalent of a full-time student; or
  - (ii) a course that is at least 15 class contact hours a week;
- (t) **'Fully Job Network Eligible Job Seeker' or 'FJNE Job Seeker'** means a person who is identified by Centrelink or another relevant organisation on DEEWR IT Systems as eligible for the full range of Job Network Services;
- (u) **'Highly Disadvantaged'** means, in relation to an Eligible Job Seeker:
- (i) the Eligible Job Seeker has been identified through the Job Seeker Classification Instrument as at high risk of long-term unemployment or as having greater difficulty relative to other job seekers in the labour market in finding employment because of the Eligible Job Seeker's personal circumstances and labour market skills; or
  - (ii) the Eligible Job Seeker has been identified by DEEWR as highly disadvantaged;
- (v) **[Reserved]; [GCV3 – 31 August 2007]**
- (va) **'Income Support Payment'** has the same meaning as 'income support payment' in the *Social Security Act 1991* (Cth);
- (w) **[Reserved]; [GCV3 – 31 August 2007]**
- (x) **'Intensive Support Under 12 Month Outcome'** occurs where:
- (i) a Fully Job Network Eligible Job Seeker who has been Registered for a period of less than 12 months and who is not identified as Highly Disadvantaged is placed into an employment or education or training related activity after commencing Intensive Support but prior to commencing Intensive Support Customised Assistance and:
    - (A) the Fully Job Network Eligible Job Seeker remains in employment for a period of 13 Consecutive Weeks or completes a Semester of an eligible single qualification course of two or more Semesters in duration; and
    - (B) the requirements for an Intensive Support Outcome and an Interim Payment Period have been satisfied; or
  - (ii) any other event occurs which is to be treated as an Intensive Support Under 12 Month Outcome, as notified by DEEWR from time to time;



- (y) **'Intensive Support Commencement Date'** means the date on which an Activity Agreement or Voluntary Activity Agreement is first certified by the Provider on DEEWR IT Systems after a Fully Job Network Eligible Job Seeker first attends an interview in respect of Intensive Support with the Provider and enters into that Activity Agreement or Voluntary Activity Agreement;
- (z) **'Intensive Support Customised Assistance'** means the services that the Provider is required to provide under clauses 4.18 to 4.23 inclusive and that are a part of the Intensive Support Services;
- (aa) **'Intensive Support Intermediate Payment'** occurs where, for the duration of the Payment Period:
  - (i) a Fully Job Network Eligible Job Seeker who is in receipt of a Newstart Allowance or a Youth Allowance (other) gains employment or Unsubsidised Self-Employment or an apprenticeship or a traineeship that generates sufficient income to reduce the Eligible Job Seeker's Basic Rate of Newstart Allowance or Youth Allowance (other) by an average of at least 60 per cent; or
  - (ia) a Fully Job Network Eligible Job Seeker who is in receipt of Newstart Allowance, Youth Allowance (other) or Parenting Payment (Partnered or Single) with part time participation requirements and who is identified and recorded on DEEWR IT Systems by Centrelink or another party identified by DEEWR prior to the FJNE Job Seeker commencing employment as a parent or as having a disability gains employment or Unsubsidised Self-Employment or an apprenticeship or a traineeship for an average of 10 or more hours per week;
  - (ii) a Fully Job Network Eligible Job Seeker who is not in receipt of Newstart Allowance or Youth Allowance gains employment or Unsubsidised Self-Employment or an apprenticeship or a traineeship for an average of 15 or more hours per week, which does not lead to an Intensive Support Outcome payment;
  - (iii) a Fully Job Network Eligible Job Seeker who has been identified and recorded on DEEWR IT Systems prior to the FJNE Job Seeker commencing employment as having a disability and a partial work capacity, gains employment or Unsubsidised Self-Employment or an apprenticeship or a traineeship that is on average at least 70 per cent of the minimum number of hours per week in the range as assessed by Centrelink, a JCA Provider or another party identified by DEEWR, but is not less than an average of 8 hours of work per week; or
  - (iv) a Fully Job Network Eligible Job Seeker who is in receipt of a Parenting Payment (Partnered or Single) without participation requirements or Carer Payment and who chooses to work reduced hours due to caring responsibilities (this choice being recorded on DEEWR IT Systems by Centrelink or another party identified by DEEWR prior to the FJNE Job Seeker commencing employment) gains employment or Unsubsidised Self-Employment or an apprenticeship or a traineeship that is an average of 10 hours or more per week; or

- (v) a Fully Job Network Eligible Job Seeker who is aged 21 years or more and:
    - (A) transfers to Youth Allowance (Student), Abstudy or Austudy, completes one Semester of an eligible single qualification course of two or more Semesters duration; or
    - (B) where the Fully Job Network Eligible Job Seeker does not transfer to Youth Allowance (Student), Abstudy or Austudy, completes one Semester of an eligible single qualification course of two or more Semesters in duration and meets the requirements of a Qualifying Education Outcome;
  - (vi) a Fully Job Network Eligible Job Seeker who is aged between 15 and 20 years and who has completed year 12 or equivalent, and:
    - (A) transfers to Youth Allowance (Student), Abstudy or Austudy, completes one Semester of an eligible single qualification course of two or more Semesters duration; or
    - (B) where the Fully Job Network Eligible Job Seeker does not transfer to Youth Allowance (Student), Abstudy or Austudy, completes one Semester of an eligible single qualification course of two or more Semesters in duration and meets the requirements of a Qualifying Education Outcome;
  - (vii) where a Fully Job Network Eligible Job Seeker who is a CDEP Participant gains employment or Unsubsidised Self-Employment or an apprenticeship or a traineeship of an average of 15 hours or more per week which is not funded by the Fully Job Network Eligible Job Seeker's CDEP wage; or
  - (viii) any other event that DEEWR may notify the Provider from time to time as being an Intensive Support Intermediate Payment;
- (ab) **'Intensive Support Job Search Training'** means the services that the Provider is required to provide under clauses 4.13 to 4.17A inclusive and that are a part of the Intensive Support Services;
- (ac) **'Intensive Support Outcome'** occurs where, for the duration of the Payment Period:
- (i) a Fully Job Network Eligible Job Seeker who is in receipt of a Newstart Allowance or a Youth Allowance (other) remains each fortnight in employment or Unsubsidised Self-Employment that generates sufficient income to have caused the Fully Job Network Eligible Job Seeker's Basic Rate of Newstart Allowance or Youth Allowance (other) to cease for the entire Payment Period; or
  - (ia) a Fully Job Network Eligible Job Seeker who is in receipt of a Newstart Allowance or a Youth Allowance (other) remains each week in:
    - (A) a full-time apprenticeship or traineeship; or

- (B) an apprenticeship or traineeship which is not full-time, but which generates sufficient income to have caused the Fully Job Network Eligible Job Seeker's Basic Rate of Newstart Allowance or Youth Allowance (other) to cease for the entire Payment Period;
- (ib) a FJNE Job Seeker who has been identified and recorded on DEEWR IT Systems by Centrelink or another party identified by DEEWR as a parent or as having a disability receiving Newstart Allowance, Youth Allowance (other) or Parenting Payment (Partnered or Single) with part-time participation requirements remains each week in employment or Unsubsidised Self-Employment or an apprenticeship or a traineeship for 15 or more hours each week;
  - (ii) a Fully Job Network Eligible Job Seeker who is not in receipt of a Newstart Allowance or a Youth Allowance (other) remains each week in employment or Unsubsidised Self-Employment or an apprenticeship or a traineeship of at least 20 hours or more each week; or
  - (iii) a Fully Job Network Eligible Job Seeker who has been identified and recorded on DEEWR IT Systems as having a disability and a partial work capacity, remains in employment or Unsubsidised Self-Employment or an apprenticeship or a traineeship that equals or exceeds the minimum number of hours per week in the range as assessed by Centrelink, a JCA Provider or another party identified by DEEWR, but is not less than 8 hours of work each week; or
  - (iv) a Fully Job Network Eligible Job Seeker who is in receipt of a Parenting Payment (Partnered or Single) without participation requirements or Carer Payment and who chooses to work reduced hours due to caring responsibilities (this choice being recorded on DEEWR IT Systems by Centrelink or another party identified by DEEWR) remains in employment or Unsubsidised Self-Employment or an apprenticeship or a traineeship for at least 15 hours each week;
  - (v) a Fully Job Network Eligible Job Seeker who has not completed year 12 or equivalent and who is either 15 to 20 years of age and/or is an Indigenous Australian and completes one Semester of an eligible single qualification course of two or more Semesters duration:
    - (A) transfers to Youth Allowance (Student), Abstudy or Austudy or where the Fully Job Network Eligible Job Seeker does not transfer to Youth Allowance (Student), Abstudy or Austudy, meets the requirements of a Qualifying Education Outcome; or
    - (B) on a part-time basis (as defined by the training institution) during which the Fully Job Network Eligible Job Seeker also gains employment (or Unsubsidised Self-Employment or an apprenticeship or a traineeship) sufficient to reduce the Fully Job Network Eligible Job Seeker's Basic Rate of a Newstart Allowance or a Youth Allowance (other) by an average of at least 60 per cent over the Semester; or

- (C) on a part-time basis (as defined by the training institution) during which the Eligible Job Seeker who is not in receipt of a Newstart Allowance or a Youth Allowance (other) gains employment (or Unsubsidised Self-Employment or an apprenticeship or a traineeship) for an average of least 15 hours each week averaged over the Semester; or
  - (vi) where a Fully Job Network Eligible Job Seeker who is a CDEP Participant remains each week in employment or Unsubsidised Self-Employment or an apprenticeship or a traineeship of at least 20 hours or more each week which is not funded by the Fully Job Network Eligible Job Seeker's CDEP wage; or
  - (vii) any other event that DEEWR may notify the Provider from time to time as being an Intensive Support Outcome;
- (ad) **'Intensive Support Outcome Payments'** means the payments payable under clause 10 and set out in Table 2 of Schedule B1 of this Part;
- (ae) **'Intensive Support Services'** means the Services that the Provider is required to provide under clause 4, and 'Intensive Support' and 'IS' have corresponding meanings;
- (af) **'Interim Payment Period'** means a period of 13 Consecutive Weeks for an employment related activity or one Semester for an education or training related activity which also satisfies the following conditions:
- (i) the employment, education or training related activity that gives rise to the Interim Payment must have:
    - (A) started on or after the Intensive Support Commencement Date;
    - (B) been lodged in DEEWR IT Systems on or after the Intensive Support Commencement Date and within 28 days after the Fully Job Network Eligible Job Seeker started the activity; and

must not:

    - (C) have started within another Payment Period; and
    - (D) be for an employment, education or training related activity that gives rise to another Payment Period;
  - (ii) the commencement of the Interim Payment Period must have started and been lodged in DEEWR IT Systems within 28 days after the date upon which the employment or education or training activity that gives rise to the Interim Payment started; and
  - (iii) the Fully Job Network Eligible Job Seeker must be receiving Intensive Support Services;

- (ag) **'Job Network Card'** means the card provided to Eligible Job Seekers by Centrelink or to Job Search Support Only Job Seekers by the Provider and contains the Eligible Job Seeker's job seeker ID number and allows the Eligible Job Seeker to access appropriate Job Network Services;
- (ah) **'Job Network Services'** means the services that the Provider is required to provide under clause 2;
- (ai) **'Job Network Service Fee'** means the fee payable under clause 10 and set out in Table 1 of Schedule B1 of this Part;
- (aj) **'Job Network Services (Specialist) Provider'** means a Provider contracted to provide Job Network Services to one or more specific client groups as set out at Item B3.19 of Schedule B3 of this Contract;
- (ak) **'Job Placement Organisation'** means an organisation contracted to the Commonwealth to provide Job Placement Services;
- (al) **'Job Placement Services'** means the services set out in the *Job Placement Licence*;
- (ao) **'Job Search Support Only Job Seeker'** and **'JSSO Job Seeker'** means a person who registers with either Centrelink or the Provider and who will receive Job Search Support Services only from the Provider, and is not:
  - (i) a full-time student;
  - (ii) working in paid employment for 15 hours or more each week;
  - (iii) an overseas visitor on a working holiday visa; or
  - (iv) prohibited by law from working in Australia;
 but includes:
  - (v) a person who is seeking an apprenticeship or traineeship; or
  - (vi) any other person DEEWR may notify the Provider, from time to time, as being a Job Search Support Only Job Seeker;
- (ap) **'Job Search Support Services'** and **'Job Search Support'** mean the Service that the Provider is required to provide under clause 3 and 'Job Search Support' has a corresponding meaning;
- (aq) **'Job Seeker Account'** means a quarantined pool of funds held by DEEWR, in respect of each Site, that can be drawn upon by the Provider, in accordance with this Contract, to assist EP Job Seekers, Fully Job Network Eligible Job Seekers and AP Job Seekers to obtain employment.

The amounts that will be credited to the Job Seeker Account in respect of each Site, for each of the following events occurring at that, and only at that, Site, are:

- (i) either:

- (A) \$11 (including GST) for each Fully Job Network Eligible Job Seeker who is commencing Intensive Support for the first time during a continuous period of Registration; or
- (B) \$22 (including GST) for each Fully Job Network Eligible Job Seeker who is commencing Job Search Support for the first time during a continuous period of Registration and is identified as having a Locational Disadvantage; and
- (ii) \$900 (including GST) for each Fully Job Network Eligible Job Seeker who is commencing Intensive Support Customised Assistance for the first time during a continuous period of Registration;
- (iii) an additional \$450 (including GST) for each Fully Job Network Eligible Job Seeker who is commencing Intensive Support Customised Assistance for the first time during a continuous period of Registration and who is identified as Highly Disadvantaged before commencing the first period of Intensive Support Customised Assistance;
- (iv) an additional \$225 (including GST) for each Fully Job Network Eligible Job Seeker who is commencing Intensive Support Customised Assistance for the first time during a continuous period of Registration and who is identified as having a Locational Disadvantage before commencing the first period of Intensive Support Customised Assistance;
- (v) \$500 (including GST) for each Fully Job Network Eligible Job Seeker who is commencing a second period of Intensive Support Customised Assistance for the first time during a continuous period of Registration;
- (vi) an additional \$250 (including GST) for each Fully Job Network Eligible Job Seeker who is commencing a second period of Intensive Support Customised Assistance for the first time during a continuous period of Registration and who is identified as Highly Disadvantaged before commencing the second period of Intensive Support Customised Assistance; and
- (vii) an additional \$125 (including GST) for each Fully Job Network Eligible Job Seeker who is commencing a second period of Intensive Support Customised Assistance for the first time during a continuous period of Registration and who is identified as having a Locational Disadvantage before commencing the second period of Intensive Support Customised Assistance;
- (viii) \$2300 (including GST) upon completion of 13 Consecutive Weeks of a Wage Assist Job by a Very Long Term Unemployed Job Seeker, provided:
  - (A) the Provider has not previously received a Wage Assist Job Job Seeker Account credit in respect of the Very Long Term Unemployed Job Seeker; and

- (B) the Provider has not received the Maximum Amount of Wage Assist Job Credits;
- (viib) an additional \$2300 (including GST) upon completion of 26 Consecutive Weeks of a Wage Assist Job by a Very Long Term Unemployed Job Seeker, provided:
  - (A) the Provider has not previously received a Wage Assist Job Job Seeker Account credit in respect of the Very Long Term Unemployed Job Seeker, apart from a credit for the completion of first 13 Consecutive Weeks of the Wage Assist Job; and
  - (B) the Provider has not received the Maximum Amount of Wage Assist Job Credits;
- (viic) \$300 (including GST) for each EP Job Seeker who commences EP Services; and
- (viid) \$500 (including GST) for each AP Job Seeker who commences ESAP;
- (viii) any additional amounts notified by DEEWR from time to time as payable:
  - (A) in respect of particular groups of Fully Job Network Eligible Job Seekers; and
  - (B) for particular items;
  - (C) to specified limits in relation to individual Fully Job Network Eligible Job Seekers; and
  - (D) under any other conditions notified by DEEWR;
- (ar) **'Job Seeker Classification Instrument'** or **'JSCI'** means the tool that measures an Eligible Job Seeker's likely difficulty in getting a job and that will identify an Eligible Job Seeker as Highly Disadvantaged based on the Eligible Job Seeker's relative difficulty in finding employment because of the Eligible Job Seeker's personal circumstances and labour market skills;
- (as) **'Job Seeker Classification Instrument Supplementary Assessment'** means the professional assessment conducted by an organisation contracted by the Department of Human Services, as a result of an Eligible Job Seeker's response to the Job Seeker Classification Instrument, which indicates that further assessment of the Eligible Job Seeker is required;
- (asa) **'JSKA Job Seekers'** means:
  - (a) FJNE Job Seekers who have commenced in either Job Search Support or Intensive Support Services;
  - (b) EP Job Seekers who have commenced EP Services, regardless of whether the EP Job Seeker may also be a FJNE Job Seeker;

- (c) any other persons specified by DEEWR in writing from time to time
- (at) **'Locational Disadvantage'** means in respect of an Eligible Job Seeker who is identified on DEEWR IT Systems as such in accordance with the Guidelines;
- (ata) **'Maximum Amount of Wage Assist Job Credits'** means the maximum amount DEEWR will credit to the Job Seeker Account for Wage Assist Jobs as notified by DEEWR in writing from time to time;
- (au) **'Mutual Obligation Activity'** means the additional activity a Fully Job Network Eligible Job Seeker aged between 18 and 49 years and who has been receiving an Unemployment Allowance for six months or more, is required to undertake to supplement the Fully Job Network Eligible Job Seeker's job search activities under the *Social Security Act 1991*;
- (av) **'NEIS'** means the New Enterprise Incentive Scheme, being the programme known by that name, which is administered by DEEWR and in connection with which services are provided under Part C of this Contract;
- (ava) **'NEIS Intensive Support Outcome'** occurs where, for the duration of an Interim Payment Period, a NEIS Participant, commenced in Intensive Support services, operates a NEIS business in accordance with the terms of his or her NEIS Participant Agreement;
- (avb) **'NEIS Mentor Support'** means:
- (i) assistance and advice about organisational, financial and marketing issues to help the NEIS Participant to develop their business;
  - (ii) monitoring services to ensure the NEIS Participant's compliance with their approved NEIS business plan, including ongoing currency of business insurance, and advising of any changes which may affect the viability or safe operation of their business; and
  - (iii) advice on specialist business professionals who may be consulted by the NEIS Participant;
- Note:** consultations with specialist business professionals will not be at the NEIS Provider's expense;
- (avc) **'NEIS Participant'** means a person who is an Eligible Job Seeker as defined in clause 1.1(e) of Part C of the Contract who has signed a NEIS Participant Agreement and who has commenced receipt of assistance under NEIS;
- (avd) **'NEIS Participant Agreement'** means an agreement entered into between a NEIS Participant and DEEWR for the purposes of participating in NEIS;
- (ave) **'NEIS Provider'** means an entity that is contracted by the Commonwealth under Part C of this Contract to provide NEIS services;



- (avf) **'Newstart Activity Agreement'** has the same meaning as it has in the *Social Security Act 1991*;
- (aw) **'Own Organisation'** means the Provider or that part of the Provider that delivers Job Network Services under this Contract;
- (awa) **'Payment Period'** means either a Final Payment Period, or an Interim Payment Period, depending upon the context in which that term is used;
- (ay) **'PSP'** means the Personal Support Programme administered by DEEWR;
- (az) **'Qualifying Education Outcome'** means a single qualification course that is:
- (i) approved for Austudy or Youth Allowance (Student) or Abstudy purposes;
  - (ii) normally of two or more Semesters within a 12 month period in duration; and
  - (iii) at the equivalent of a Full-Time Study load;
- (aza) **'Rapid Reconnection'** means the process by which Centrelink makes an appointment for an Eligible Job Seeker in the Provider's Electronic Diary which will take place within one Business Day of contact by Centrelink with the Eligible Job Seeker following notification of a possible breach in accordance with clause 2.8;
- (azaa) **'Registration'** means the registration by Centrelink or other party notified by DEEWR of an Eligible Job Seeker as looking for work and requiring Job Network Services as recorded on DEEWR IT Systems, following which, the Eligible Job Seeker remains registered on DEEWR IT Systems whilst receiving Job Network Services, and terms such as 'duration of Registration' and 'period of Registration', refer to the amount of time that the Eligible Job Seeker has been registered;
- (ba) **'Related Entity'** means either:
- (i) those parts of the Provider that deliver Services other than as an Own Organisation; or
  - (ii) 'an entity connected with a corporation' as defined by section 64B of the *Corporations Act 2001*;
- (baa) **'Secretary'** means the Secretary of the Department of Education, Employment and Workplace Relations;
- (bb) **'Semester'** means a semester (or equivalent) as defined by a training institution, where the semester (or equivalent) is 16 weeks in duration but not shorter than 13 weeks and is within at least one half of a 12 month period of Full-Time Study;
- (bc) **'Site Business Share'** means the indicative proportion of Fully Job Network Eligible Job Seekers to whom the Provider must provide Job Network Services from the Site set out in Item B3.16 of Schedule B3;

- (bca) **'Star Rating'** means the relative measure of performance of the Provider against KPI 1 and KPI 2 as calculated by DEEWR. Star Ratings are measured from 1 – 5 Stars with 5 Stars being better performance;
- (bd) **'TA Costs'** means payment of course costs for TA Training, in whole or in part, to a maximum amount specified by DEEWR from time to time for each TA Job Seeker, but does not include payment of other costs including:
- (i) student union fees;
  - (ii) books and equipment that are not prescribed for the TA Training;
  - (iii) travel;
  - (iv) an accumulated HECS-HELP debt, FEE-HELP debt, or similar Commonwealth higher education loan programme debt;
  - (v) other education related expenses unless those payments are part of course fees; or
  - (vi) any other costs that DEEWR may notify the Provider from time to time as being excluded from TA Costs;
- (be) **'TA Job Seeker'** means a Fully Job Network Eligible Job Seeker who is also:
- (i) an Indigenous Job Seeker identified on DEEWR IT Systems; or
  - (ii) any other person that DEEWR may notify the Provider from time to time;
- and who has been identified by the Provider as having a need for additional employment related training as part of receiving Intensive Support;
- (bf) **'TA Training'** means a course, preferably accredited, that is appropriate for the skills and abilities of the TA Job Seeker and will meet the needs of the TA Job Seeker's local labour market;

In particular, TA Training includes:

- (i) undergraduate or postgraduate higher education courses including courses run by accredited open learning agencies;
- (ii) vocational education or training, including formal courses and employer provided training (including on-the-job training), delivered by a registered training organisation and specified on DEEWR IT Systems;
- (iii) obtaining recognition of prior learning by an appropriate authority;
- (iv) secondary school qualifications for a TA Job Seeker with an education level below those qualifications; and
- (v) any other training that DEEWR may notify the Provider from time to time as being TA Training

but does not include:

- (vi) courses where the equivalent training is available to a TA Job Seeker through programmes or courses funded by the Commonwealth, a State or Territory government, or a local government, including the Language, Literacy and Numeracy (LLN) Programme and work preparation courses;
  - (vii) apprenticeships or traineeships where the training component is directly or indirectly funded by another public sector funded body;
  - (viii) training that duplicates an award already held by an Eligible Job Seeker unless that training leads to an upgrade of qualifications; and
  - (ix) any other educational course or training that DEEWR may notify the Provider from time to time as being excluded from TA Training;
- (bg) **'Training Account'**, or 'TA', means the account the Provider may use in accordance with clause 8;
- (bh) **'Unsubsidised Self-Employment'** means self-employment where an Eligible Job Seeker does not receive a personal income subsidy of any kind;
- (bha) **'Very Long Term Unemployed Job Seeker'** means
- (i) a FJNE Job Seeker who has completed two periods of Intensive Support Customised Assistance within the current period of registration; or
  - (ii) any other person that DEEWR may notify the Provider from time to time
- (bhb) **'Voluntary Activity Agreement'** means an agreement, in accordance with clause 6, between the Provider and:
- (i) an Eligible Job Seeker who is not an Activity Agreement Job Seeker, which outlines the assistance or intervention which the Eligible Job Seeker will receive while receiving Job Network Services from the Provider; or
  - (ii) an AP Job Seeker, which sets out the activities that the AP Job Seeker undertakes to do while receiving ESAP from the Provider;”
- (bhc) **'Voluntary Activity Agreement Job Seeker'** means an Eligible Job Seeker or an AP Job Seeker who does not have Activity Test Requirements, and who agrees to enter into a Voluntary Activity Agreement.
- (bi) **'Résumé Summary'** means the Eligible Job Seeker's vocational information and related résumé lodged on-line by the Provider in DEEWR IT Systems;

(bia) **‘Wage Assist Job’** means:

(i) full time employment of at least 35 hours per week; or

(ii) employment that generates sufficient income to have caused the Eligible Job Seeker’s Income Support Payment to cease for the entire period the Job Seeker is in the Wage Assist Job,

and in respect of which the Provider pays a Wage Assist Job subsidy to the employer at the rate of \$2300 for each 13 Consecutive Weeks of employment and where:

(iii) such Wage Assist Job subsidy is paid for a period not exceeding 26 Consecutive Weeks of employment; and

(iv) at the commencement of employment, the intention of the Provider and the employer is that the employment will be ongoing and permanent;

(bib) **‘Wage Assist Job Job Seeker Account Credit’** means those amounts credited to the Job Seeker Account in accordance with clauses 1.1(aq)(viiia) and 1.1(aq)(viiib);

(bic) **‘Workplace Modification Scheme’** means the Workplace Modification Scheme by that name, administered by DEEWR; and

(bk) **‘Youth Allowance Activity Agreement’** has the same meaning as it has in the Social Security Act 1991.

1.2 For the avoidance of doubt, where this Contract requires the Provider to take certain action with regard to a FJNE Job Seeker who has ‘participation requirements’, whether that, or a similar term is used, the term refers to the FJNE Job Seeker’s obligation to satisfy the requirements of the Activity Test under the *Social Security Act 1991*, and similarly, the term ‘pattern of work avoidance’ is to be read in the context of the FJNE Job Seeker’s obligation, if any, to satisfy the Activity Test.

1.3 For the avoidance of doubt, all persons coming within the category of ‘Eligible Job Seekers’ and who are eligible to receive assistance from the Provider under this Part B, are ‘Participants’ for the purposes of Part A of this Contract.

## 2. JOB NETWORK SERVICES

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2.1 The Job Network Services will consist of two services:

(a) Job Search Support Services; and

(b) Intensive Support Services.

- 2.1A The Service Start Date is set out in Item B3.3 of Schedule B3 and the Service Period is set out in Item B3.4 of Schedule B3.
- 2.2 Where the Provider is providing Job Network Services, the Provider will also be a Job Placement Organisation.
- 2.2A If the *Job Placement Licence* between the Provider and the Commonwealth expires or is terminated prior to the completion of the Service Period, DEEWR may terminate this Part B, in accordance with clause 37 of Part A.
- 2.3 The Provider will provide the job search facilities for use by Eligible Job Seekers as set out in clause 5.
- 2.4 The Provider must provide Job Network Services only in the Employment Service Area(s) and at the Sites set out in Items B3.11 and B3.14 of Schedule B3, 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 B3.19 of Schedule B3.
- 2.4A The Provider must ensure that the Sites are open for the provision of Job Network Services at the times specified in Items B3.17 and B3.18 of Schedule B3.
- 2.4B If the Provider was, prior to 1 July 2006, providing Job Network Services pursuant to the terms of the *Employment Services Contract 2003-2006* ("the original contract"), and DEEWR has extended the original contract such that the terms of the original contract are now contained in this Contract, the ESA Business Share and the Site Business Share of the original contract are relevantly specified in the columns titled 'Ext' and 'Extended' in Items B3.13, B3.16 and B3.20.1 of Schedule B3.
- 2.4C If DEEWR has contracted the Provider under the terms of this Contract, to provide Job Network Services commencing from, or after, 1 July 2006, the ESA Business Share and Site Business Share that take effect from, or after, 1 July 2006, are relevantly specified in the columns titled 'New' in the table contained in Item B3.13, B3.16 and B3.20.1 of Schedule B3.
- 2.4D The columns titled 'Total' in the table in Item B3.13, B3.16 and B3.20.1 of Schedule B3, relevantly specify the sum of the ESA Business Share and Site Business Share specified in accordance with clauses 2.4B and 2.4C.
- 2.5 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 Registration;
  - (c) through a continuation of services and regular contact with the Eligible Job Seeker;
  - (d) ensuring ongoing employment focused activity throughout their period of Registration;
- and

- (e) based on strategies to achieve sustainable employment outcomes for different groups of Eligible Job Seekers.
- 2.6 The Provider must ensure that the Job Network Services provided to Eligible Job Seekers are in accordance with the *Service Guarantees*, copies of which are at Schedule B2 of this Part.
- 2.7 The Provider must:
- (a) provide a copy of the *Code of Practice* and the *Service Guarantees* to Eligible Job Seekers; and
  - (b) explain the *Code of Practice* to Eligible Job Seekers.
- 2.8 In respect of any Eligible Job Seekers who are in receipt of Unemployment Allowance(s), the Provider must, notify Centrelink, in a manner consistent with any Guidelines that may be issued by DEEWR from time to time, of any:
- (a) change in the circumstances of an Eligible Job Seeker; and
  - (b) breach or possible breach by an Eligible Job Seeker of obligations relating to Unemployment Allowances,
- within 5 Business Days of becoming aware of the change in circumstances, breach or possible breach.
- 2.9 The Provider must respond within 5 Business Days to any request for information by Centrelink or DEEWR about any change in circumstances, breach or possible breach referred to in clause 2.8.

### **3. JOB SEARCH SUPPORT SERVICES**

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- 3.1 The Provider must provide Job Search Support Services to Eligible Job Seekers immediately upon the Eligible Job Seekers' referral by Centrelink, DEEWR or another party identified by DEEWR, or upon Registration by the Provider, and must continue to provide those services until the Eligible Job Seeker is no longer eligible to receive Job Network Services.
- 3.2 Where the Eligible Job Seeker is referred by Centrelink, the first interview with the Provider will be arranged by Centrelink through the Electronic Diary.
- 3.3 The Provider will meet face to face with the Eligible Job Seeker, except where the Eligible Job Seeker is identified as having a Locational Disadvantage, in which case the first interview may be conducted by telephone.
- 3.4 The Provider must at the first interview with an Eligible Job Seeker provide Job Search Support Services to Eligible Job Seekers, which include the following:
- (a) explaining the relevant Job Network Services and Job Placement Services;

- (b) creating and lodging a Résumé Summary and lodging a resume in DEEWR IT Systems and ensuring the Eligible Job Seeker has a copy of their resume;
- (c) explaining how JobSearch matches Résumé Summaries to available vacancies for notification of auto-matches;
- (d) establishing a password for the Eligible Job Seeker for access to auto-matches through the Eligible Job Seeker's personal page;
- (e) identifying to the Eligible Job Seeker additional methods for receiving auto matches and appointment reminders from JobSearch and recording on DEEWR IT Systems the Eligible Job Seeker's preferred method for receiving such matches and reminders, including email, SMS or telephone message bank services for the Eligible Job Seeker, as required;
- (f) providing advice about the best ways to look for and find work;
- (g) explaining the use and access to job search facilities where those facilities are at the Provider's Site;
- (h) showing the Eligible Job Seeker how to search for job vacancies through JobSearch;
- (i) providing the Eligible Job Seeker with an initial list of appropriate job matches; and
- (j) where required, providing access to an interpreter.

### **Employment Preparation**

3.4A The Provider must provide individually tailored EP Services only to EP Job Seekers for the purposes of:

- (a) updating the skills and/or qualifications;
- (b) addressing self esteem and self confidence; and
- (c) improving the job search skills

of EP Job Seekers to assist EP Job Seekers take up employment.

3.4B An EP Job Seeker with no recent work experience means an EP Job Seeker who has not been employed for at least 15 hours per week for at least 13 weeks in each year of the two years immediately preceding referral or Registration of the EP Job Seeker.

3.4C An EP Job Seeker with recent work experience means an EP Job Seeker who is not an EP Job Seeker with no recent work experience.

3.4D The Provider must provide EP Services for the following periods ('the period of EP Services') to:

- (a) each EP Job Seeker with no recent work experience:

- (i) for a period of 3 months in respect of EP Job Seekers who are JSSO Job Seekers; or
  - (ii) for a period of 6 months in respect of EP Job Seekers who are FJNE Job Seekers;

commencing upon referral or Registration of the EP Job Seeker; and

- (b) each EP Job Seeker with recent work experience for a period of 3 months commencing 3 months after referral or Registration of the EP Job Seeker.
  - (c) For the avoidance of doubt, where according to the terms of this Contract the Provider must provide an EP Job Seeker with EP Services and any other Service during a period of time, those Services will be provided concurrently during that time.
- 3.4E The Provider must commence providing EP Services to each EP Job Seeker by conducting a face to face and one on one meeting with the EP Job Seeker to:
- (a) undertake a detailed assessment which has regard to the individual circumstances of the EP Job Seeker's employment needs and barriers, including job search skills;
  - (b) where the EP Job Seeker is not an FJNE Job Seeker, obtain from the person, and retain in accordance with clause 25 of Part A, a completed statutory declaration in the form as required by DEEWR from time to time, for the purpose of confirming that the person is eligible for EP Services; and
  - (c) enter into with the EP Job Seeker, an **Activity Agreement** or **Voluntary Activity Agreement** in accordance with clause 6, which details the EP Services that will be provided to the EP Job Seeker and the activities the EP Job Seeker must undertake to achieve the purposes specified in clause 3.4A.

3.4F Subsequent to the meeting referred to in clause 3.4E, the Provider must:

- (a) for each EP Job Seeker with no recent work experience:
  - (i) if the EP Job Seeker is a JSSO Job Seeker, have contact with the person at least 2 more times over the period of EP Services; or
  - (ii) if the EP Job Seeker is a FJNE Job Seeker;
    - (A) have contact with the EP Job Seeker at least 2 more times within the first 3 months of the period of EP Services, these contacts to be spread over the duration of the 3 month period; and
    - (B) where clause 4.15 applies to the EP Job Seeker, have contact with the EP Job Seeker at least 4 more times within the final 3 months of the period of EP Services;
- (b) for each EP Job Seeker with recent work experience:



- (i) have contact with the EP Job Seeker at least 2 more times within the period of EP Services;  
or
  - (ii) where clause 4.15 applies to the EP Job Seeker, have contact with the EP Job Seeker at least 6 more times within the period of EP Services; and
  - (c) Subject to clause 11.16, the final contact between the Provider and the EP Job Seeker referred to in this clause must be a face to face and one on one meeting.
- 3.4G At the contacts specified in clause 3.4F, the Provider must, for the purposes specified in clause 3.4A:
- (a) provide support to the EP Job Seeker;
  - (b) review the EP Job Seeker's progress against the Activity Agreement or Voluntary Activity Agreement; and
  - (c) update the EP Job Seeker's Activity Agreement or Voluntary Activity Agreement as necessary.
- 3.4H Where the EP Job Seeker is a parent with a dependent child aged less than 16 years, the Provider must give the option to the EP Job Seeker of conducting the contacts specified in clauses 3.4E and 3.4F and the activities specified in the Activity Agreement or Voluntary Activity Agreement within school hours.
- 3.4I In accordance with the needs of the EP Job Seeker, the provision of EP Services to each EP Job Seeker may include using the Job Seeker Account in accordance with clause 7 to provide:
- (a) ongoing mentoring, in addition to the contacts specified in clauses 3.4E and 3.4F, to assist the EP Job Seeker make the transition into active engagement, vocational activities and the workforce;
  - (b) career counselling (where not available through the Career Planning Programme funded by the Commonwealth) to assist the EP Job Seeker to determine appropriate job options, taking into account parenting and carer issues;
  - (c) appropriate personal development, education or training related activity; and
  - (d) assistance to access the Outside School Hours and Vacation Care program administered by FACSIA.
- 3.4J DEEWR will notify Providers of the maximum number of EP Job Seekers with no recent work experience and who are JSSO Job Seekers ("the Maximum Number") per financial year and DEEWR may notify Providers of a variation to the Maximum Number from time to time at its sole discretion.
- 3.4K DEEWR will not pay Fees for EP Services rendered to EP Job Seekers with no recent work experience, once the Maximum Number referred to in clause 3.4J has been reached.

### **Fully Job Network Eligible (FJNE) Job Seekers**

- 3.5 Where a FJNE Job Seeker is identified by Centrelink as Highly Disadvantaged and requiring early intervention, the Provider must immediately commence the FJNE Job Seeker in Intensive Support Customised Assistance.
- 3.6 Where a FJNE Job Seeker is referred for immediate access to Intensive Support Customised Assistance under clause 3.5, the Provider must also provide the FJNE Job Seeker with the services contained in clause 3.4.

### **Job Search Support Only (JSSO) Job Seekers**

- 3.7 The Provider must, before registering a JSSO Job Seeker, verify whether the JSSO Job Seeker may be eligible for income support through Centrelink.
- 3.8 In addition to the services contained in clauses 3.4 and 3.4A – 3.4J, the Provider must also provide services to JSSO Job Seekers registered by the Provider, which include the following:
- (a) establishing the eligibility of the JSSO Job Seeker for Job Search Support Services using the Applying for Job Search Support form; and
  - (b) upon Registration, supplying a Job Network Card to the JSSO Job Seeker.

### **Employment Services for Age Pensioners**

- 3.9A The Provider must provide Employment Service for Age Pensioners.
- 3.9B The Service Period for ESAP commences on 1 July 2007.
- 3.9C The Provider must enter into with the AP Job Seeker, an Voluntary Activity Agreement in accordance with clause 6, which details the ESAP that will be provided to the AP Job Seeker and the activities the AP Job Seeker must undertake.
- 3.9D Subject to clauses 3.9F – 3.9M, the Provider must provide to each AP Job Seeker, 3 months of the Services contained in the following clauses:
- (i) clause 3.4A;
  - (ii) subclause 3.4E(a);
  - (iii) subclause 3.4E(c);
  - (iv) subclause 3.4F(a)(i);
  - (v) subclause 3.4F(c) ;
  - (vi) clause 3.4G; and
  - (vii) clause 3.4I.

3.9E Subject to clauses 3.9F – 3.9M, and after the completion of delivery of the Services in clause 3.9D, the Provider must deliver 100 hours of Intensive Support Job Search Training to each AP Job Seeker as set out in clause 4.13 and in accordance with the Guidelines.

### ***Duration***

3.9F Subject to clauses 3.9G and 3.9H, the ESAP must be delivered within 12 months of the Provider determining that the job seeker is an AP Job Seeker, and recording the AP Job Seeker's details on the DEEWR IT System.

3.9G The 12 month period of ESAP must include:

- (i) 6 months for the provision of ESAP; and
- (ii) if the AP Job Seeker elects to have a Break In ESAP, 6 months, or less, Breaks in ESAP.

3.9H The Provider may cease providing ESAP where an AP Job Seeker Outcome is achieved before the completion of ESAP.

### ***Break in ESAP***

3.9I An AP Job Seeker may elect to have a Break in ESAP anytime within the 12 months of the provision of ESAP, and the Provider must suspend delivery of ESAP during the Break in ESAP.

3.9J The Provider must act in accordance with the Break in ESAP Guidelines.

### ***Maximum number of AP Job Seekers***

3.9K DEEWR will notify Providers of the maximum number of AP Job Seekers ("the Maximum Number") per financial year and DEEWR may notify Providers of a variation to the Maximum Number from time to time at its sole discretion.

3.9L DEEWR will not pay ESAP Service Fees for ESAP rendered to AP Job Seekers, once the Maximum Number referred to in clause 3.9K has been reached."

- 3.9M The Provider may only claim one set of ESAP Service Fees and one AP Job Seeker Outcome Payment for each AP Job Seeker within any 2 year period.

#### **4. INTENSIVE SUPPORT SERVICES**

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- 4.1 The Provider must provide Job Search Support Services to all FJNE Job Seekers receiving Intensive Support Services.
- 4.2 The Provider must provide Intensive Support Services, in addition to Job Search Support Services:
- (a) to a FJNE Job Seeker who has been Registered for 3 months;
  - (b) immediately upon Registration, to a FJNE Job Seeker who is identified by Centrelink as Highly Disadvantaged and requiring early intervention; or
  - (c) to any other person identified by DEEWR as eligible for Intensive Support Services as soon as practicable and in accordance with the Guidelines.
- 4.3 The Provider will collaborate with personal advisers from Centrelink where a FJNE Job Seeker has been identified as having non-vocational barriers and the FJNE Job Seeker is being serviced in parallel by both the Provider and personal advisers from Centrelink.
- 4.4 The Provider must provide services to a FJNE Job Seeker which include:
- (a) access to job search facilities, including touch-screen kiosks and job search telephones, and other equipment provided by the Provider, such as fax machines, computers, printers, newspapers and photocopiers;
  - (b) continued guidance in using job search facilities and advice on the best ways to look for and find work;
  - (c) regular updating of the FJNE Job Seeker's *Résumé Summary* into JobSearch and assistance with resume and job application preparation; and
  - (d) contacting a FJNE Job Seeker who is not in receipt of a Newstart Allowance or Youth Allowance before the FJNE Job Seeker reaches a period of Registration of 3 months duration to confirm the FJNE Job Seeker's participation in Intensive Support.
- 4.5 Where the Provider is not providing Intensive Support Job Search Training or Intensive Support Customised Assistance to a FJNE Job Seeker, the Provider will also:
- (a) maintain regular contact with the FJNE Job Seeker, in accordance with clause 4.7, as the FJNE Job Seeker participates in a Mutual Obligation Activity;
  - (b) arrange for the FJNE Job Seeker to be referred to a Community Work Coordinator if:

- (i) the FJNE Job Seeker has selected an Approved Programme of Work for Unemployment Payment;
  - (ii) the FJNE Job Seeker has reached a period of 7 months Registration and the FJNE Job Seeker has not commenced a Mutual Obligation Activity, and then once each year thereafter; or
  - (iii) the FJNE Job Seeker did not commence or complete a required Mutual Obligation Activity;
- (c) arrange for the FJNE Job Seeker to be referred to a Complementary Programme, if appropriate;
  - (d) use the Job Seeker Account for additional assistance in accordance with clause 7; and
  - (e) where the FJNE Job Seeker is a Very Long Term Unemployed Job Seeker, provide the Services specified in clauses 4.22A and 4.22B.
- 4.6 Subject to clause 2.4(b), the Provider will provide Intensive Support Services which comprise:
- (a) undertaking an assessment of the FJNE Job Seeker's employment needs and barriers, including job search skills;
  - (b) negotiating the terms of an Activity Agreement or Voluntary Activity Agreement with the FJNE Job Seeker in accordance with clause 6;
  - (c) entering details of contacts with the FJNE Job Seeker on DEEWR IT Systems; and
  - (d) recording changes in the FJNE Job Seeker's circumstances on DEEWR IT Systems in accordance with the Guidelines, which may result in the FJNE Job Seeker being eligible for immediate access to Intensive Support Customised Assistance or referral for a Job Seeker Classification Instrument Supplementary Assessment.

### **Contacts**

- 4.7 The Provider will contact and meet a FJNE Job Seeker face to face (see Schedule B1 - Table 3), at least and at the following times:
- (a) upon referral to the Provider from Centrelink or Registration with the Provider as the case may be, except where the FJNE Job Seeker is identified as having a Locational Disadvantage, in which case the first interview may be conducted by telephone;
  - (b) when the FJNE Job Seeker commences Intensive Support and before they commence Intensive Support Job Search Training or Intensive Support Customised Assistance, to negotiate the terms of an Activity Agreement or Voluntary Activity Agreement in accordance with clause 6;
  - (c) at the commencement of Intensive Support;

- (d) during Intensive Support, after the FJNE Job Seeker has been Registered for a period of 7 months, 10 months, 20 months and 22 months in duration, and once every 2 months after the FJNE Job Seeker has been Registered for a period of 32 months in duration;
  - (e) at the commencement of Intensive Support Customised Assistance;
  - (f) during the first period of Intensive Support Customised Assistance, once every fortnight, unless the Provider decides, based on an assessment of the FJNE Job Seeker's needs and circumstances, that alternative contact arrangements are appropriate and agreed with the FJNE Job Seeker; and
  - (g) during the second period of Intensive Support Customised Assistance, an average of 8 times, ranging between 3 and 12 times, depending on the job prospects of the individual FJNE Job Seeker and local labour market conditions.
- 4.8 Except for the contact specified in clause 4.7(a), the Provider may schedule contacts either within 2 weeks before or within 2 weeks after each of the contact times specified in clause 4.7 to allow for more practical interview scheduling.
- 4.9 The Provider must, in relation to each contact with the Provider:
- (a) advise each FJNE Job Seeker during the course of each contact of the date and time of the next scheduled contact between the FJNE Job Seeker's and the Provider;
  - (b) provide written confirmation to the FJNE Job Seeker of the next scheduled contact between the FJNE Job Seeker and the Provider; and
  - (c) within 3 Business Days before each contact remind the FJNE Job Seeker of the upcoming contact.
- 4.10 The Provider must at each contact with a FJNE Job Seeker review and record the FJNE Job Seeker's attempts to find work and the FJNE Job Seeker's responses to job matches made by JobSearch.
- 4.11 The Provider must ensure that it has sufficient capacity in its Electronic Diary to allow for all necessary contacts with a FJNE Job Seeker.
- Note: DEEWR will regularly monitor the flow of Eligible Job Seekers to the Provider and the availability of appointments in the Provider's Electronic Diary.*
- 4.12 As part of providing Intensive Support Services to a FJNE Job Seeker, the Provider will also provide:
- (a) Intensive Support Job Search Training; and
  - (b) Intensive Support Customised Assistance.

### **Intensive Support Job Search Training**

- 4.13 Subject to clause 4.17, the Provider must provide Intensive Support Job Search Training Services to each FJNE Job Seeker, as set out in their **Activity Agreement** or **Voluntary Activity Agreement**, which must include the following:
- (a) improving the FJNE Job Seeker's job search skills, including interview techniques and the ability to favourably present to a potential employer;
  - (b) expanding the FJNE Job Seeker's employment-related networks;
  - (c) motivating the FJNE Job Seeker's to look for work;
  - (d) formal and informal training in job search skills and techniques which must include the following:
    - (i) job application skills, including writing and updating a resume, preparing job applications and covering letters, obtaining references, approaching employers, following up job leads and organising contacts; and
    - (ii) interview techniques and skills, including job interview and cold canvassing techniques, and presentation skills;
  - (e) practical job search activities;
  - (f) supervised access to resources including telephones, computers, stationery and vacancy listings;
  - (g) Job Placement Services;
  - (h) assistance with the FJNE Job Seekers' résumés and job applications to ensure that the FJNE Job Seekers have up to date, presentable résumés, are able to submit written job applications when required, and are able to tailor written job applications to different positions;
  - (i) updating the FJNE Job Seekers' Résumé Summaries and résumés on completion of the job search activities;
  - (j) arranging additional work related training where appropriate;
  - (k) updating the FJNE Job Seekers' circumstances on DEEWR IT Systems; and
  - (l) maintaining a record of the FJNE Job Seekers' attendance during the period of Intensive Support Job Search Training.
- 4.14 The Provider must deliver 100 hours of Intensive Support Job Search Training to each FJNE Job Seeker, except where clause 4.15, 4.16 or 4.17 applies.
- 4.14A The 100 hours of Intensive Support Job Search Training required by clause 4.14 must be delivered within 3 weeks unless extenuating circumstances (as described in clause 4.15B)

exist in relation to a particular FJNE Job Seeker, in which case the period for delivery may be extended to:

- (a) a maximum of 8 weeks in the case of a FJNE Job Seeker who is receiving Newstart Allowance or Youth Allowance; or
- (b) a maximum of 24 weeks in the case of:
  - (i) a FJNE Job Seeker who is receiving Newstart Allowance or Youth Allowance and who is identified as having a Locational Disadvantage, or a FJNE Job Seeker identified by DEEWR as either a parent or as having a disability and also receiving Newstart Allowance or Youth Allowance (other) with part-time participation requirements; or
  - (ii) any other FJNE Job Seeker who is not receiving Newstart Allowance or Youth Allowance.

4.15 If:

- (a) a FJNE Job Seeker has completed Intensive Support Job Search Training (with any Provider) within the 12 months prior to commencing Intensive Support with the Provider; or
- (b) the Provider has otherwise identified that the FJNE Job Seeker does not require, or is not available for, the full 100 hours of Intensive Support Job Search Training;

the Provider may choose to deliver 30 hours of Intensive Support Job Search Training to that FJNE Job Seeker.

4.15A The 30 hours of Intensive Support Job Search Training allowed by clause 4.15 must be delivered within 1 week unless extenuating circumstances (as described in clause 4.15B) exist in relation to a particular FJNE Job Seeker, in which case the period for delivery may be extended to:

- (a) a maximum of 4 weeks in the case of a FJNE Job Seeker who is receiving Newstart Allowance or Youth Allowance; or
- (b) a maximum of 6 weeks in the case of:
  - (i) FJNE Job Seeker who is receiving Newstart Allowance or Youth Allowance and who is identified as having a Locational Disadvantage, or a FJNE Job Seeker identified by DEEWR as either a parent or as having a disability and also receiving Newstart Allowance or Youth Allowance (other) with part-time participation requirements; or
  - (ii) any other FJNE Job Seeker who is not receiving Newstart Allowance or Youth Allowance.

4.15B For the purposes of clauses 4.14A and 4.15A, extenuating circumstances exist in relation to a FJNE Job Seeker if, before or during the provision of the Intensive Support Job Search Training, that FJNE Job Seeker has:



- (a) commenced part-time employment or part-time study and requires that the Intensive Support Job Search Training services be provided on a part-time basis; or
  - (b) been identified as having a Locational Disadvantage; or
  - (c) become subject to other circumstances, as notified by DEEWR from time to time, that otherwise excuse the Provider in this regard.
- 4.16 Where the Provider has commenced providing Intensive Support Job Search Training to a FJNE Job Seeker in accordance with clause 4.14 or 4.15, the Provider may cease to provide that training (without having delivered the requisite number of hours) if and when:
- (a) the FJNE Job Seeker commences full-time employment;
  - (b) the FJNE Job Seeker commences full-time study; or
  - (c) other circumstances arise that allow the cessation of the Intensive Support Job Search Training, as notified by DEEWR from time to time.
- 4.16A On completion of Intensive Support Job Search Training, the Provider must:
- (a) review the FJNE Job Seeker's job search progress;
  - (b) record changes in the FJNE Job Seeker's circumstances on DEEWR IT 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 for a Job Seeker Classification Instrument Supplementary Assessment;
  - (c) if the FJNE Job Seeker has nominated an Approved Programme of Work for Unemployment Payment as an option for a Mutual Obligation Activity in an Activity Agreement, refer the FJNE Job Seeker directly to a Community Work Coordinator if the FJNE Job Seeker agrees to commence the Mutual Obligation Activity immediately; and
  - (d) if barriers to employment are identified with the FJNE Job Seeker which could be addressed by participating in a Complementary Programme, discuss with the FJNE Job Seeker referral to a Complementary Programme.
- 4.17 Subject to clause 4.17A, where a FJNE Job Seeker is:
- (a) not available to undertake Intensive Support Job Search Training;
  - (b) identified by the Provider as not requiring any Intensive Support Job Search Training; or
  - (c) otherwise unable to participate in Intensive Support Job Search Training for reasons as notified by DEEWR from time to time,

the Provider is not required to deliver Intensive Support Job Search Training to the FJNE Job Seeker, but must commence the FJNE Job Seeker in Intensive Support and provide the services referred to in clauses 4.7(b), 4.13(c), 4.13(g) and 4.16A.

*Note: This commencement in Intensive Support without the FJNE Job Seeker's participation in Intensive Support Job Search Training will not result in payment of Intensive Support Job Search Training service fees under the clause 10.4(a).*

4.17A Clause 4.17 does not apply in respect of AP Job Seekers and FJNE Job Seekers who are EP Job Seekers.

### **Intensive Support Customised Assistance**

4.18 The Provider will provide 2 periods of Intensive Support Customised Assistance to a FJNE Job Seeker during the FJNE Job Seeker's continuous period of Registration.

4.19 The Provider must provide the first period of Intensive Support Customised Assistance for a period of 6 months, or any further period agreed by DEEWR, to:

- (a) a FJNE Job Seeker who has been Registered for at least 12 months;
- (b) a FJNE Job Seeker who has been identified as Highly Disadvantaged and requiring early intervention; or
- (c) any other person identified by DEEWR from time to time as eligible for Intensive Support Customised Assistance.

4.20 The Provider must provide the second period of Intensive Support Customised Assistance for a period of 6 months to a FJNE Job Seeker who has:

- (a) been Registered for at least 24 months; or
- (b) has remained Registered for a period of 6 months since completion of the first period of Intensive Support Customised Assistance.

4.21 For the first and second periods of Intensive Support Customised Assistance, the Provider will:

- (a) deliver more one on one services to the FJNE Job Seeker to address the FJNE Job Seeker's barriers to employment and to tailor the FJNE Job Seeker's efforts in looking for work;
- (b) undertake an initial, detailed assessment of the FJNE Job Seeker's capabilities against potential opportunities available within the local labour market;
- (c) based on the assessment in clause 4.21(b), update the FJNE Job Seeker's **Activity Agreement or Voluntary Activity Agreement** and involve the FJNE Job Seeker in activities that are most likely to maximise job prospects for the FJNE Job Seeker, including:
  - (i) intensive job search directed at particular occupations or locations;

- (ii) specific vocational training tailored to job opportunities;
  - (iii) subsidised employment;
  - (iv) work experience, which may include community work or volunteer work that is relevant to the FJNE Job Seeker's job prospects;
  - (v) career counselling;
  - (vi) participation in Complementary Programmes; and
  - (vii) other activities determined by the Provider and the FJNE Job Seeker to best meet the FJNE Job Seeker's identified employment needs;
- (d) in respect of the first period of Intensive Support Customised Assistance, and if appropriate to the needs and circumstances of the FJNE Job Seeker in respect of the second period of Intensive Support Customised Assistance, engage the FJNE Job Seeker in work preparation activity, which does not need to be supervised directly, but must be monitored by the Provider, for at least an average of 3 Business Days each week for at least the first 3 months of Intensive Support Customised Assistance, unless the FJNE Job Seeker is identified as having alternative service needs by the Provider, in which case flexible servicing options may need to be used by the Provider;
- (e) negotiate the terms of an Activity Agreement or Voluntary Activity Agreement with the FJNE Job Seeker in accordance with clause 6;
- (f) meet with the FJNE Job Seeker at the times specified in clause 4.7(f) for an average total of 10.5 hours for the first period of Intensive Support Customised Assistance, including the period of initial assessment, and at the times specified in clause 4.7(g) for the second period of Intensive Support Customised Assistance, to review the FJNE Job Seeker's progress and the FJNE Job Seeker's job search efforts;
- (g) monitor the Eligible Job Seeker's activities to ensure that the FJNE Job Seeker:
- (i) is actively participating in the activities specified in the FJNE Job Seeker's Activity Agreement;
  - (ii) continues to use the self-help job search facilities at the Provider's Site; and
  - (iii) accesses vacancies held by Job Placement Organisations;
- (h) access the Job Seeker Account to purchase assistance relevant to the FJNE Job Seeker's needs; and
- (i) arrange additional work related training through the Training Account for TA Job Seekers.

4.22 Before completing the first period of Intensive Support Customised Assistance, the Provider will assist the FJNE Job Seeker to select a suitable Mutual Obligation Activity and refer the

FJNE Job Seeker to a Community Work Coordinator or to a Complementary Programme that is approved by DEEWR as a suitable Mutual Obligation Activity, if required.

- 4.22A Before, or upon, each FJNE Job Seeker having completed his or her second period of Intensive Support Customised Assistance, the Provider must, in accordance with any Guidelines that may be issued by DEEWR, arrange for the FJNE Job Seeker to participate in one or more of the following:
- (a) if the FJNE Job Seeker has a history of exemptions from the activity test, medical conditions or other non vocational needs that indicate that referral to a JCA Provider may be appropriate, refer the FJNE Job Seeker to a JCA Provider to determine whether the FJNE Job Seeker may be better serviced by a programme such as PSP or Disability Employment Services, or be eligible for an alternative form of income support;
  - (b) if the Provider has not previously received a Wage Assist Job Job Seeker Account Credit in respect of the FJNE Job Seeker during the FJNE Job Seeker's current period of Registration, place the FJNE Job Seeker into a Wage Assist Job;
  - (c) if the FJNE Job Seeker is aged 18 to 59 years, is in receipt of the full rate of Newstart Allowance or Youth Allowance, and is eligible for full time Work for the Dole:
    - (i) designate the FJNE Job Seeker as a full time Work for the Dole participant, refer the FJNE Job Seeker to a Community Work Coordinator for the purpose of having the FJNE Job Seeker commence in full time Work for the Dole, in which the FJNE Job Seeker will remain unless and until the FJNE Job Seeker:
      - (A) is placed into employment or a two semester education or training placement which, if the FJNE Job Seeker continues in, will attract an Intensive Support Outcome payment;
      - (B) turns 60 years of age;
      - (C) is aged over 55 years, commences in, and continues to participate in, voluntary work approved by Centrelink, for a total of at least 30 hours each fortnight; or
      - (D) complies with circumstances notified by DEEWR from time to time; and
    - (ii) continue to provide Intensive Support Services to the FJNE Job Seeker while he or she is participating in full time Work for the Dole;
  - (d) assist the FJNE Job Seeker to select a suitable Mutual Obligation Activity and refer the FJNE Job Seeker to a Community Work Coordinator or to a Complementary Programme that is approved by DEEWR as a suitable Mutual Obligation Activity, if required; or
  - (e) if the FJNE Job Seeker is ineligible to participate any of the activities listed above, the Provider must provide Intensive Support Job Search Reviews to the FJNE Job Seeker in accordance with Table 3 of Schedule B1.

4.22B Following completion of the FJNE Job Seeker's second period of Intensive Support Customised Assistance, the Provider must provide Intensive Support Job Search Reviews to the FJNE Job Seeker in accordance with Table 3 of Schedule B1 and, in accordance with the needs of the FJNE Job Seeker, confirm that the FJNE Job Seeker must continue the activity referred to in clause 4.22A or refer the FJNE Job Seeker to one of the activities referred to in clause 4.22A.

4.23 Where:

(a) a FJNE Job Seeker is participating in a structured activity after completing the first or second periods of Intensive Support Customised Assistance, which the Provider has identified as being an activity that is necessary to address the FJNE Job Seeker's barriers to employment; and

(b) the structured activity does not satisfy Mutual Obligation Activity requirements, the Provider may negotiate a delay in the commencement of a Mutual Obligation Activity for a maximum of 3 months through the Activity Agreement.

4.24 [Reserved]

### **Training Account**

4.25 As part of providing Intensive Support, the Provider may also use the Training Account as set out in clause 8 for additional employment related training.

### **Complementary Programmes**

4.26 Where a FJNE Job Seeker has an identified vocational, motivational or Foundation Skills Barrier which could be addressed by the FJNE Job Seeker participating in a Complementary Programme, the Provider may refer the FJNE Job Seeker to the Complementary Programme.

4.27 If a FJNE Job Seeker participates in a Complementary Programme, including any Mutual Obligation Activities, the Provider will continue to provide Intensive Support Services to the FJNE Job Seeker for the period that the FJNE Job Seeker is participating in the Complementary Programme.

4.28 Where a FJNE Job Seeker is referred to PSP or to Disability Employment Services, or begins to receive an allowance in relation to NEIS, clauses 4.18 - 4.23 will not apply. In the case of PSP, the FJNE Job Seeker will be re-referred to the Provider once the FJNE Job Seeker is assessed by the PSP provider as ready to participate in Job Network Services and will start to receive Intensive Support Customised Assistance.

4.29 Before a FJNE Job Seeker commences a Complementary Programme, including any Mutual Obligation Activities, the Provider will re-negotiate the FJNE Job Seeker's Activity Agreement or Voluntary Activity Agreement as necessary and in accordance with clause 6.

4.30 While a FJNE Job Seeker is participating in a Complementary Programme, the Provider will:

(a) maintain regular contact with the FJNE Job Seeker;

- (b) monitor the FJNE Job Seeker's activities against the FJNE Job Seeker's Activity Agreement or Voluntary Activity Agreement;
- (c) review the FJNE Job Seeker's job search efforts and progress; and
- (d) re-negotiate the FJNE Job Seeker's Activity Agreement or Voluntary Activity Agreement as necessary and in accordance with clause 6.

#### **PSP Joint Reviews**

- 4.31 Where a FJNE Job Seeker commences Intensive Support Customised Assistance from PSP and will commence Intensive Support Customised Assistance while in PSP, the Provider will undertake reviews of the FJNE Job Seeker jointly with the PSP provider at the following intervals:
- (a) one following referral and prior to commencement in Intensive Support Customised Assistance; and
  - (b) one within every 6 months thereafter as necessary following commencement in the first period of Intensive Support Customised Assistance;
- for the period that the FJNE Job Seeker remains in PSP.
- 4.32 The Provider must maintain a written record of the joint reviews conducted under clause 4.31.

#### **Approved Programme of Work for Unemployment Payment**

- 4.33 Where a FJNE Job Seeker elects with Centrelink's agreement to participate in an Approved Programme of Work for Unemployment Payment to reduce or cease an Compliance Penalty Period, the Provider will continue to provide Intensive Support Services during the period that the FJNE Job Seeker is participating in the Approved Programme of Work for Unemployment Payment activity.

#### **Linkages with Indigenous Employment Centres (IEC)**

- 4.34 [Reserved]; [GCV3 – 31 August 2007]
- 4.35 [Reserved]; [GCV3 – 31 August 2007]

#### **Community Work Coordinators**

- 4.36 Where the Provider refers a FJNE Job Seeker to a Community Work Coordinator for Work for the Dole or a Community Work placement, the referral must be made to a local Community Work Coordinator in a timely and equitable manner through DEEWR IT Systems and in accordance with:
- (a) the Community Work Coordinator's market share; and
  - (b) any other requirement(s) that DEEWR may notify the Provider from time to time.
- 4.37 The Provider must, using its knowledge of the local labour market, provide DEEWR with a list that details the skills-in-demand within each of the Employment Services Areas in which the Provider is required to provide Job Network Services, no later than 6 weeks prior to the start of

each Performance Period. The Provider must submit this information in a form specified by DEEWR.

#### 4A. FLEXIBLE SERVICING ARRANGEMENTS

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4A.1 If the Provider has been contracted to provide Job Network Services where Flexible Servicing Arrangements apply, such Flexible Servicing Arrangements are specified in the Attachment to this Part B entitled 'Details of Flexible Servicing Arrangements'.

#### 4B. WORK EXPERIENCE PLACEMENTS

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4B.1 For the purposes of this clause 4B:

- (a) **'Work Experience Placement'** or **'WEP'** means voluntary work experience of a limited period, as notified by DEEWR from time to time; and
- (b) **'Host'** means an entity (and where the context so admits, includes its relevant officers, employees and agents) that:
  - (i) has the capacity to provide work experience as described in clauses 4B.1(a) and 4B.3 to an Eligible Job Seeker;
  - (ii) has not previously used the system of WEPs, described in this clause 4B, in a manner that contravenes WEP Programme Guidelines; and
  - (iii) satisfies any additional requirements that may be specified in the WEP Programme Guidelines; and
- (c) **'WEP Programme Guidelines'** means the document provided by DEEWR to the Provider which outlines the guidelines that the Provider must follow when providing WEP under this Contract, as amended from time to time.

4B.2 The Provider or DEEWR may terminate a WEP at any time.

4B.3 Where the Provider places an Eligible Job Seeker into a WEP with a Host, the Provider must ensure that:

- (a) the WEP is one that is intended to provide the Eligible Job Seeker with the opportunity to:

- (i) increase their work skills; and/or
  - (ii) demonstrate to the Host (or other potential employer), their capacity to perform productive work;
- (b) there is no intention or understanding on the part of the Host or the Eligible Job Seeker that the WEP itself will create legal relations between the Eligible Job Seeker, and:
  - (i) DEEWR;
  - (ii) the Provider; or
  - (iii) the Host;
- (c) both the Eligible Job Seeker and Host are aware that:
  - (i) the Eligible Job Seeker, the Host, the Provider or DEEWR may terminate the WEP at any time; and
  - (ii) the WEP is terminated immediately, if the Eligible Job Seeker and the Host decide to enter into a common law employment relationship;
- (d) prior to the commencement of the WEP:
  - (i) the Eligible Job Seeker has signed a WEP Participant letter; and
  - (ii) the Host has signed a WEP Host letter,  
in a form as provided, or agreed, by DEEWR;
- (e) at the commencement, and throughout the WEP, the Provider has satisfied itself that there is a safe system of work in place for the WEP including that the Host is complying with:
  - (i) relevant occupational health and safety requirements, as if the Eligible Job Seeker is an employee in the relevant industry in which the WEP occurs; and
  - (ii) relevant statutory workers compensation requirements, if any.
- (f) the Provider records the commencement and end dates of the WEP on DEEWR IT Systems, and other details of the WEP, as required, and in the manner notified by DEEWR from time to time;
- (g) throughout the WEP, the Provider monitors the Eligible Job Seeker's progress in their WEP, at the times, and in a manner notified by DEEWR from time to time; and
- (h) the Provider complies with the WEP Programme Guidelines.



4B.4 From 1 January 2007, where the Provider places an Eligible Job Seeker into a WEP, DEEWR will provide personal accident and public liability insurance for the benefit of the Eligible Job Seeker (the amount and form of which is at DEEWR's absolute discretion), provided that:

- (a) the Eligible Job Seeker is a person which DEEWR has determined is eligible to receive insurance coverage under this clause, and for whom DEEWR has obtained insurance;
- (b) the WEP is one which complies with:
  - (i) the requirements set out in clause 4B.3; and
  - (ii) any additional requirements as may be required by DEEWR's insurer; and
- (c) the Provider has complied with, and continues to comply with:
  - (i) all requirements under this Contract including, but not limited to, clauses 13, 18.3, 23, 24, 25 and 27 of Part A; and
  - (ii) any requirements in the WEP Programme Guidelines about the conditions under which DEEWR will provide insurance for the benefit of Eligible Job Seeker's whilst participating in WEPs.

*Note: For the avoidance of doubt DEEWR will not provide insurance under this clause 4B.4 in respect of Eligible Job Seekers who participate in work experience and who are not eligible to receive insurance coverage in accordance with clause 4B.4(a).*

4B.5 DEEWR will not make any payments to the Provider for WEPs arranged by the Provider, apart from those payments which are otherwise set out in this Contract.

4B.6 The Provider must not demand or accept any payment from a Host in relation to a WEP.

## 5. JOB SEARCH FACILITIES

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5.1 Subject to clause 5.9, the Provider will provide job search facilities for Eligible Job Seekers to:

- (a) search for work;
- (b) maintain on-line résumés;
- (c) investigate work related matters; and

- (d) receive auto-matches of the Eligible Job Seeker's Résumé Summary to vacancies from JobSearch.
- 5.2 The job search facilities will include:
- (a) a touch-screen kiosk with keyboard functionality, or similar facility such as an internet-connected personal computer, that accords with the specifications notified by DEEWR from time to time; and
  - (b) a stand-alone job search telephone with the kiosk for Eligible Job Seekers to call employers or Job Placement Organisations listed on the kiosk.
- 5.3 Each kiosk at a job search facility will include:
- (a) self-service access for Eligible Job Seekers to services including:
    - (i) vacancy information;
    - (ii) lodging and updating résumés and Résumé Summaries; and
    - (iii) auto-matches to vacancies from JobSearch;
  - (b) the capacity to:
    - (i) print professional résumés and vacancy information;
    - (ii) send résumés by email to employers and Job Placement Organisations;
  - (c) access to employment services provider information; and
  - (d) access to Australian Training and Australian Careers Information.
- 5.4 The Provider will ensure that kiosks are readily accessible and available to all Eligible Job Seekers and in a shopfront style reception environment, or equivalent, and in accordance with any directions notified by DEEWR from time to time.
- 5.5 The Provider will be responsible for maintaining kiosks at each of the Provider's Sites and ensuring that the kiosks are kept clean and operational at all times.
- 5.6 DEEWR will determine the number of, and associated specifications for, kiosks and job search telephones that a Provider will be required to have in place at each Site. DEEWR may vary this requirement from time to time at its sole discretion.
- 5.7 DEEWR will provide funding to the Provider to acquire and operate a kiosk, as set out in clauses 5.8 and 5.9, for the:
- (a) acquisition, delivery and installation, and technical maintenance of a kiosk; and
  - (b) connectivity to DEEWR IT Systems and connection of job search telephones and other support to operate the kiosk.

- 5.8 Subject to clause 5.9, DEEWR will provide the Provider with funding each year, payable after 1 July each year during the Service Period, for each of the Provider's Sites, to reflect the number of facilities required at each Site, in accordance with the following table:

**Metropolitan** (as defined by Telstra)

<b>Number of kiosks</b>	<b>Number of JobSearch telephones</b>	<b>Amount for kiosk(s) (including GST)</b>	<b>Connectivity, JobSearch telephone and other support (including GST)</b>	<b>Total (including GST)</b>
1	1	\$10,800	\$13,300	\$24,100
2	2	\$19,600	\$14,200	\$33,800
3	3	\$29,100	\$20,800	\$49,900
4	3	\$38,600	\$21,500	\$60,100
5	4	\$51,100	\$22,400	\$73,500
6	4	\$61,100	\$23,100	\$84,200

**Regional** (as defined by Telstra)

<b>Number of kiosks</b>	<b>Number of JobSearch telephones</b>	<b>Amount for kiosk(s) (including GST)</b>	<b>Connectivity, JobSearch telephone and other support (including GST)</b>	<b>Total (including GST)</b>
1	1	\$10,800	\$15,200	\$26,000
2	2	\$19,600	\$16,200	\$35,800
3	3	\$29,100	\$22,500	\$51,600
4	3	\$38,600	\$23,500	\$62,100
5	4	\$51,100	\$30,300	\$81,400
6	4	\$61,100	\$31,000	\$92,100

- 5.9 Where the Provider's Site has an ESA Business Share translated to the number of Eligible Job Seekers accessing the Site at any one point in time that is less than 100 or more than 2,601, DEEWR will determine the amount of funding, and the number of job search facilities and associated specifications, for each of the Provider's Sites on a case-by-case basis.
- 5.10 Any payments or charges reimbursable by DEEWR under this clause 5 are Fees for the purposes of this Contract.
- 5.11 DEEWR may at its sole discretion vary the amount of funding it will provide under clause 5.8.

- 5.12 Where DEEWR varies the number of, and associated specifications for, kiosks and job search telephones that a Provider will be required to have in place at each Site within a year, or where fees imposed by suppliers of job search facilities are changed, DEEWR may at its discretion:
- (a) vary the amount of funding it will provide under clause 5.8;
  - (b) recover any amount of funding that has not been spent by the Provider for the purposes set out in clause 5.7.
- 5.13 The Provider will cooperate with DEEWR in any reasonable relocation of the job search facilities.

## **6. ACTIVITY AGREEMENTS AND VOLUNTARY ACTIVITY AGREEMENTS**

### **PREPARING ACTIVITY AGREEMENTS AND VOLUNTARY ACTIVITY AGREEMENTS – GENERAL REQUIREMENTS**

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- 6.1 DEEWR will issue the Provider with the approved form of Activity Agreements and Voluntary Activity Agreements.
- 6.2 The Provider must enter into an Activity Agreement or a Voluntary Activity Agreement, as relevant, for:
- (a) each FJNE Job Seeker, when they commence Intensive Support and before they commence Intensive Support Job Search Training or Intensive Support Customised Assistance;
  - (b) each EP Job Seeker, during their first appointment with the Provider; and
  - (c) each AP Job Seeker, during their first appointment with the Provider.
- 6.3 The Provider must:
- (a) notify each job seeker of:
    - (i) the requirement to enter into an Activity Agreement or a Voluntary Activity Agreement, as relevant; and
    - (ii) the places and times at which the relevant agreement is to be negotiated;

- (b) ensure that the job seeker understands their rights, responsibilities and obligations in relation to their Activity Agreement or Voluntary Activity Agreement, as relevant;
- (c) when entering into an Activity Agreement or a Voluntary Activity Agreement, use the relevant form issued under clause 6.1;
- (d) enter the details of the Activity Agreement or Voluntary Activity Agreement onto DEEWR's IT System; and
- (e) provide the job seeker with the services, and arrange the activities, specified in the Activity Agreement or Voluntary Activity Agreement.

6.4 Activity Agreements and Voluntary Activity Agreements must:

- (a) comply with any relevant Guidelines;
- (b) outline the activities to be undertaken by the job seeker to assist them to find and sustain employment, including participation in any Complementary Programmes, and the services to be provided by the Provider, including all contacts that the Provider will have with the job seeker and in particular those contacts that will occur during periods of Intensive Support Customised Assistance and other periods of increased activities as relevant, and the methods of all contacts with the job seeker;
- (c) take into account:
  - (i) the job seeker's education, experience, skills, and age;
  - (ii) the impact of any disability, illness, mental condition or physical condition of the job seeker on their ability to work, to look for work or to participate in training activities;
  - (iii) the state of the local labour market and the transport options available to the job seeker;
  - (iv) the length of travel time required for compliance with the Activity Agreement or Voluntary Activity Agreement;
  - (v) the training opportunities available to the job seeker, including any Complementary Programmes;
  - (vi) the family and caring responsibilities of the job seeker;
  - (vii) any purchases that have been reimbursed to the Provider, or will be made, through the Job Seeker Account, as relevant; and
  - (viii) any other matters the Provider considers relevant in the circumstances;

- (d) be revised by the Provider as required by changes in the circumstances of the job seeker or any relevant Guidelines; and
- (e) if the job seeker:
  - (i) is an Activity Agreement Job Seeker, be signed by a Delegate; or
  - (ii) is a Voluntary Activity Agreement Job Seeker, be signed by the Provider.

#### Additional Requirements for Activity Agreement Job Seekers

6.5 For Activity Agreement Job Seekers, the Provider must:

- (a) arrange for a Delegate to prepare, approve the terms of, and sign an Activity Agreement, in accordance with, as relevant:
  - (i) sections 501 to 501E of the *Social Security Act 1991* (Cth) - in relation to a Parenting Payment Activity Agreement;
  - (ii) sections 544A to 544E of the *Social Security Act 1991* (Cth) - in relation to a Youth Allowance Activity Agreement; and
  - (iii) sections 605 to 607C of the *Social Security Act 1991* (Cth) - in relation to a Newstart Activity Agreement;
- (b) ensure that the Activity Agreement is signed by the Activity Agreement Job Seeker after it is signed by a Delegate;
- (c) once the Activity Agreement has been signed by a Delegate and the Activity Agreement Job Seeker, enter the Delegate's approval onto DEEWR's IT System;
- (d) certify that:
  - (i) in negotiating the Activity Agreement, the sections set out at clause 6.5(a), as relevant, were complied with; and
  - (ii) the Activity Agreement Job Seeker has signed the Activity Agreement after the Delegate;
- (e) ensure that the Activity Agreement details the Activity Test Requirements that the Activity Agreement Job Seeker must meet;
- (f) ensure that a Delegate, in exercising delegated powers in relation to the preparation and approval of Activity Agreements under the *Social Security Act 1991* (Cth), also complies with the *Social Security Act 1991* (Cth) and *Social Security (Administration) Act 1999* (Cth) generally, including the provisions of Division 3 (Confidentiality) of Part 5 of the *Social Security (Administration)*

*Act 1999 (Cth) and Social Security (Activity Agreement Requirements) (DEEWR) Determination 2006; and*

- (g) ensure that all Delegates receive training on all legislative provisions relevant to their approving of Activity Agreements.

### Compliance with Activity Agreements

6.6 If an Activity Agreement Job Seeker fails to,

- (a) attend at the place and time arranged for the negotiation of their Activity Agreement;
- (b) respond to correspondence about the negotiation of their Activity Agreement;
- (c) enter into an Activity Agreement;
- (d) agree to the reasonable terms, or any reasonable variation, of their Activity Agreement as proposed in negotiation between a Delegate and the Activity Agreement Job Seeker;
- (e) comply with the terms of their Activity Agreement;
- (f) respond to a notification of an appointment by, or other requirement of, the Provider in relation to their Activity Agreement;
- (g) otherwise attend appointments in relation to their Activity Agreement, without making alternative arrangements with the Provider, the Provider must,
  - (h) if the failure has not yet been discussed, attempt to contact the Activity Agreement Job Seeker, at least twice within 48 hours of the Provider becoming aware of the failure, to ascertain whether he or she had a Valid Reason for the failure;
  - (i) document any relevant Valid Reason for the failure; and
  - (j) in the absence of either:
    - (i) contact, after at least two (2) attempts; or
    - (ii) after contact, a Valid Reason for such failure,



the Provider must, subject to clause 11A.4,

- (k) complete and submit a Participation Report to Centrelink, within five (5) Business Days of an absence under clause 6.6(j), and in accordance with any relevant Guidelines; and
- (l) supply Centrelink with documentary evidence of such failure, and any relevant reason(s), contact(s) or attempt(s), if requested by Centrelink.

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## **7. JOB SEEKER ACCOUNT**

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7.1 Subject to clause 7.2, the Provider may be reimbursed from the Job Seeker Account for services, activities, facilities and products purchased to assist a JSKA Job Seeker to overcome barriers to employment and to obtain suitable employment.

7.2 Where a JSKA Job Seeker:

- (a) is an FJNE Job Seeker, but not an EP Job Seeker;
- (b) has commenced Job Search Support Services; and
- (c) has not commenced Intensive Support Services

the Provider may only be reimbursed from the Job Seeker Account in respect of fares and petrol assistance to attend job interviews, and for interpreter services.

7.3 The Provider may be reimbursed from the Job Seeker Account for costs associated with the Provider's travel to service a FJNE Job Seeker who is identified as having a Locational Disadvantage where DEEWR has approved such costs.

7.4 The Job Seeker Account is a notional account. Accordingly, the Provider will not receive any monies under this clause 7, unless the Provider is entitled to be reimbursed for costs properly incurred in accordance with this clause. Therefore, the Provider cannot represent the amounts credited to the Job Seeker Account as profits for any purpose, except for those amounts for which the Provider is legally entitled to be reimbursed under this clause.

### **Job Seeker Account reimbursement**

7.5 Subject to clause 7.6, DEEWR will pay the Provider an amount equal to:

- (a) costs properly incurred for a JSKA Job Seeker in accordance with this clause 7, less any input tax credits that the Provider is entitled to in respect of the payment of those costs; and
- (b) GST payable by the Provider on Taxable Supplies made by the Provider under this clause 7.

- 7.6 DEEWR will reimburse the relevant amount from the Job Seeker Account to the Provider only if the Provider has rendered a Tax Invoice to DEEWR within 60 days, or such other time specified by DEEWR from time to time, of the purchase of services, activities, facilities and products, and DEEWR accepts the Tax Invoice.
- 7.7 The Provider may access the relevant amount in the Job Seeker Account after a JSKA Job Seeker's eligibility, availability of credits in the Job Seeker Account and the Provider's commitment to purchase the service or activity, have been evidenced to DEEWR's satisfaction.

**No anticipation of credits**

- 7.7A The Provider must not enter into commitments in anticipation of future Job Seeker Account credits that will prevent the Provider from delivering Job Seeker Account funded assistance to existing, and future, JSKA Job Seekers on the Provider's caseload, in accordance with the JSKA Job Seekers' needs, and any Guidelines.
- 7.8 Notwithstanding clause 7.5, DEEWR may, at its discretion:
- (a) reverse any credits to the Job Seeker Account;
  - (b) impose a limit on the Provider's use of the Job Seeker Account; or
  - (c) preclude the Provider from using the Job Seeker Account in whole or in part, or for particular purchases.
- 7.9 The Provider must:
- (a) repay any amounts, as directed by DEEWR, it has received from the Job Seeker Account which DEEWR considers have been incorrectly paid to the Provider;
  - (b) if the Provider has claimed both:
    - (i) an amount under the Workplace Modifications Scheme; and
    - (ii) reimbursement from the Job Seeker Account;in respect of the same service, activity, facility, or product, repay to DEEWR the amount claimed under the Job Seeker Account.
- 7.10 The Provider will not be reimbursed from the Job Seeker Account for any of the following purposes:
- (a) any overheads or costs of the Provider that are associated with administering or providing services to a JSKA Job Seeker, including the Job Seeker Account, except where such costs have been approved by DEEWR;
  - (b) to pay for the Intensive Support Services or EP Services that the Provider is required to provide under this Contract, including interviews and specified periodic contact with a JSKA Job Seeker, job applications, and access to equipment including facsimile, telephone, stationery and internet access;

- (c) assistance not related to addressing the needs and employment prospects of a JSKA Job Seeker;
- (d) for activities which may bring the Job Network into disrepute and/or are inconsistent with the Code of Practice;
- (e) education or training courses that duplicate the training for which places are available under Commonwealth government programmes, including basic English as a Second Language courses (where equivalents are available under the Language, Literacy and Numeracy (LLN) Programme and Adult Migrant English Programme (AMEP) general education courses which are equivalent to the LLN Programme), unless the JSKA Job Seeker is not eligible for the Commonwealth government programme;
- (f) cash incentives to a JSKA Job Seeker and other incentives, including, but not limited to personal gifts, movie tickets, alcohol, food and restaurant vouchers;
- (g) to fund wage subsidies for employment with an Own Organisation or a Related Entity;
- (h) to pay for NEIS Mentor Support, business advice, monthly contact, advice, counselling and training or any other services which a NEIS Provider is contracted to deliver under Part C of this Contract;
- (hi) any cost where DEEWR is not satisfied the cost was properly incurred in accordance with the Guidelines;
- (i) any other items that DEEWR may notify the Provider from time to time.

7.10A The Provider must manage its use of the Job Seeker Account so as to ensure:

- (a) compliance with the Guidelines; and
- (b) reimbursements from the Job Seeker Account in respect of a JSKA Job Seeker are commensurate with the JSKA Job Seeker's level of disadvantage and duration of Registration.

7.11 Any payments or charges reimbursable by DEEWR under this clause 7 are Fees for the purposes of this Contract.

### **Monitoring**

7.12 DEEWR will monitor the Provider's use of, and reimbursement of payments or charges from the Job Seeker Account in accordance with clause 18 of Part A.

7.13 In particular, DEEWR will monitor the Provider's use of, and reimbursement of payments or charges from, the Job Seeker Account where services, activities, facilities or products have been purchased from an Own Organisation or a Related Entity.

7.14 The Provider acknowledges that an unethical manner for the purposes of clause 3.3(c) of Part A includes any practice that manipulates the Job Seeker Account.

## 8. TRAINING ACCOUNT

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- 8.1 Where the Provider uses the Training Account, the Provider will:
- (a) assess the TA Job Seeker's individual training needs;
  - (b) assess whether the TA Job Seeker will benefit from the TA Training;
  - (c) assist the TA Job Seeker to develop training options to develop their vocational skills and improve their employment prospects in the local labour market;
  - (d) provide the TA Job Seeker with information about the TA Training and ensure that the proposed TA Training:
    - (i) is directed at the achievement of an employment outcome;
    - (ii) is relevant to the TA Job Seeker's skills and abilities and the needs of the TA Job Seeker's local labour market;
    - (iii) will start while the TA Job Seeker is in Intensive Support and the TA Job Seeker continues to participate in Intensive Support;
  - (e) match the TA Job Seeker to appropriate TA Training;
  - (f) record the details of the TA Training on DEEWR IT Systems;
  - (g) update the TA Job Seeker's *Activity Agreement or Voluntary Activity Agreement* to include the TA training;
  - (h) confirm the TA Training on DEEWR IT Systems before the TA Job Seeker commences the TA Training;
  - (i) arrange for the TA Job Seeker to enrol in the TA Training;
  - (j) pay the TA Costs in accordance with directions issued by DEEWR; and
  - (k) advise the TA Job Seeker to seek advice from Centrelink regarding the TA Job Seeker's income support payments.

### **Training Account reimbursement**

- 8.2 Subject to clause 8.1, DEEWR will pay the Provider an amount equal to:
- (a) TA Costs properly incurred in accordance with this Contract, less any input tax credits that the Provider is entitled to in respect of the payment of the TA Costs; and
  - (b) GST payable by the Provider on Taxable Supplies made by the Provider under this clause 8.
- 8.3 DEEWR will make payment to the Provider only if the Provider renders a Tax Invoice to DEEWR that confirms that the:
- (a) TA Costs have been paid by the Provider; and
  - (b) the services set out in clause 8.1 have been provided;
- within 60 Days, or such other time specified by DEEWR from time to time, of the TA Costs being incurred and recorded on DEEWR IT Systems, and DEEWR accepts the Tax Invoice.

- 8.4 If the Provider has sent a Tax Invoice to DEEWR, the Provider must retain, and if requested by DEEWR the Provider must supply, documentary evidence from the TA Training provider that the TA Costs have been met by the Provider.
- 8.5 The Provider will check that the TA Job Seeker has commenced the TA Training and make all reasonable efforts to ensure that it is in a position to receive any refund of the TA Costs and, if it receives such refund, it will immediately return the TA Costs to DEEWR.
- 8.6 DEEWR will not reimburse the Provider from the Training Account if:
- (a) the Provider seeks reimbursement for costs other than TA Costs; or
  - (b) the Provider seeks reimbursement for costs for training which a NEIS Provider is contracted to deliver under Part C of this Contract; or
  - (c) any other circumstance occurs that DEEWR may notify the Provider as being excluded from time to time.
- 8.7 For each period of Intensive Support Job Search Training or Intensive Support Customised Assistance, DEEWR will reimburse the Provider a maximum amount specified by DEEWR from time to time, for each TA Job Seeker.
- 8.8 Any payments or charges reimbursable by DEEWR under this clause 8 are Fees for the purposes of this Contract.

### **Monitoring**

- 8.9 DEEWR will monitor and evaluate the Provider's use of the Training Account and reimbursement of TA Costs to the Provider in accordance with clause 18 of Part A.
- 8.10 In particular, DEEWR will monitor the Provider's use of the Training Account and reimbursement of TA Costs to the Provider where an Own Organisation or a Related Entity is providing the TA Training.
- 8.11 The Provider acknowledges that an unethical manner for the purposes of clause 3.3(c) of Part A includes any practice that manipulates the Training Account.

## **9. LENGTH OF ASSISTANCE TO A FJNE JOB SEEKER**

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### **Length of Assistance**

- 9.1 The Provider will provide Job Network Services to a FJNE Job Seeker until:
- (a) an Effective Exit occurs;
  - (b) the FJNE Job Seeker withdraws from the labour market; or
  - (c) on the occurrence of any other event DEEWR may notify to the Provider from time to time.
- 9.2 Centrelink may suspend a FJNE Job Seeker's participation or exempt a FJNE Job Seeker from the activity test because of medical incapacity or any other non-participation reason for a

period, during which the Provider may continue to provide services to the FJNE Job Seeker with the FJNE Job Seeker's agreement.

- 9.3 A FJNE Job Seeker's duration of Registration will continue for any period of suspension or exemption as set out in clause 9.2, after which the Provider will resume providing Intensive Support to the FJNE Job Seeker.

## 10. FEES

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10.1 DEEWR will pay the Provider the Fees as set out in Schedule B1 of this Part.

10.2 Fees will include:

- (a) Job Network Service Fees;
- (b) Intensive Support Outcome Payments;
- (c) ESAP Service Fees; and
- (d) AP Job Seeker Outcome Payments.

### **Job Network Service Fees**

10.3 Job Network Service Fees will be determined by:

- (a) the duration of the Eligible Job Seeker's period of Registration; and
- (b) whether the Eligible Job Seeker has been identified as Highly Disadvantaged.

10.4 DEEWR will pay Job Network Service Fees:

- (a) for payments in respect of Intensive Support Job Search Training and the first and second periods of Intensive Support Customised Assistance, after the Provider has commenced providing Job Network Services to an FJNE Job Seeker as specified in the Activity Agreement or Voluntary Activity Agreement signed by the FJNE Job Seeker; and
- (b) for payments in respect of EP Services, after the Provider has commenced providing the EP Services to the EP Job Seeker specified in the Activity Agreement or Voluntary Activity Agreement signed by the EP Job Seeker,

provided that the Provider has rendered a Tax Invoice to DEEWR within 28 days after commencing the provision of the relevant Services to the Eligible Job Seeker as specified in the Activity Agreement signed by the Eligible Job Seeker, and DEEWR accepts that Tax Invoice.

10.4A DEEWR will pay the Provider, in accordance with clause 10.4B, Job Network Service Fees in respect of the following types of Services:

- (a) Job Search Support – Registration:
  - (i) new referral interview; and
  - (ii) re-referral interview;

- (b) Intensive Support assessment interview payment for those not going into Intensive Support Job Search Training;
- (c) Intensive Support reviews 7 months & 10 months;
- (d) Intensive Support - Job Search reviews 20 months & 22 months;
- (e) Intensive Support - Job Search reviews 32 months, 34 months & 36 months; and
- (f) Intensive Support - Job Search reviews 38 months, 40 months & 42 months and every 2 months thereafter.

10.4B DEEWR will pay the Job Network Service Fees set out in clause 10.4A:

- (a) on a Quarterly basis during the Service Period;
- (b) in accordance with the following formula, notifying the Provider in writing of the amount:

(the volume of the types of Services set out in clause 10.4A expected by DEEWR to occur in each financial year during the period of this Contract) *multiplied by* (relevant Job Network Service Fee for each type of Service) *multiplied by* [(the Provider's national business allocation) *divided by* 4];

provided that the Provider has rendered a Tax Invoice to DEEWR within 28 days after the beginning of each Quarter during the Contract Period, and DEEWR accepts that Tax Invoice.

For the purpose of this clause 10.4B, 'Quarter' means:

- (a) 1 July to 30 September;
- (b) 1 October to 31 December;
- (c) 1 January to 31 March; and
- (d) 1 April to 30 June;

in each year of the Contract Period.

### **ESAP Service Fees**

10.4C DEEWR will pay ESAP Service Fees after the Provider has rendered a Tax Invoice to DEEWR within 28 days after commencing the provision of ESAP to the AP Job Seeker as specified in the Voluntary Activity Agreement signed by the AP Job Seeker, and DEEWR accepts that Tax Invoice.

### **Intensive Support Outcome Payments**

10.5 Intensive Support Outcome Payments (see Schedule B1 – Table 2) will be determined by:

- (a) using the FJNE Job Seeker's duration of Registration which will be calculated at the time that the FJNE Job Seeker is placed into employment or into qualifying education and not on completion of the Payment Period;
- (b) whether the NEIS Participant has commenced operating a NEIS business in accordance with the terms of his or her NEIS Participant Agreement;
- (c) whether the FJNE Job Seeker has been identified as Highly Disadvantaged;
- (d) whether the FJNE Job Seeker belongs to a category notified by DEEWR as eligible for Intensive Support Outcome Payments and any particular rate of outcome payment notified by DEEWR for that category;
- (e) whether the FJNE Job Seeker has commenced Intensive Support or Intensive Support Customised Assistance.

### **Intensive Support Interim Payments**

10.6 DEEWR will pay the Provider an Intensive Support Interim Payment as described in Table 2 in Schedule B1:

- (a) after completion of an Interim Payment Period;
- (b) if the requirements for an Intensive Support Outcome or Intensive Support Intermediate Payment have been satisfied for the Interim Payment Period; and
- (c) if the Provider has rendered a Tax Invoice to DEEWR within 28 days of the Interim Payment Period, and DEEWR accepts the Tax Invoice.

### **Intensive Support Final Payments**

10.7 DEEWR will pay the Provider an Intensive Support Final Payment:

- (a) after the completion of a Final Payment Period;
- (b) where the Provider has qualified for an Intensive Support Interim Payment under clause 10.6;
- (c) if the requirements for an Intensive Support Outcome or Intensive Support Intermediate Payment have been satisfied for the Final Payment Period; and
- (d) if the Provider has rendered a Tax Invoice to DEEWR within 28 days of the Final Payment Period, and DEEWR accepts the Tax Invoice;

except where:

- (e) the Intensive Support Final Payment would be based on continuing placement in an education or training course that has satisfied the requirements of an Intensive Support Intermediate Payment, in which case DEEWR will not pay an Intensive Support Final Payment; or



- (f) the claim is for an Intensive Support Under 12 Month Outcome, in which case DEEWR will not pay an Intensive Support Final Payment.

### **Intensive Support Under 12 Month Outcome**

10.8 DEEWR will pay the Provider for an Intensive Support Under 12 Month Outcome:

- (a) after the Provider has commenced providing Intensive Support Services;
- (b) if the requirements for an Intensive Support Outcome have been satisfied; and
- (c) if the Provider has rendered a Tax Invoice to DEEWR within 28 days of the Interim Payment Period, and DEEWR accepts the Tax Invoice.

### **NEIS Intensive Support Outcome**

10.8A DEEWR will pay the Provider a NEIS Intensive Support Outcome:

- (a) if the requirements for a NEIS Intensive Support Outcome have been satisfied; and
- (b) if the Provider has rendered a Tax Invoice to DEEWR within 28 days of the relevant Interim Payment Period, and DEEWR accepts the Tax Invoice.

### **AP Job Seeker Outcome Payment**

10.8B DEEWR will pay the Provider an AP Job Seeker Outcome Payment where:

- (i) an AP Job Seeker Outcome has occurred in relation to that AP Job Seeker;
- (ii) the Provider has recorded all details of the AP Job Seeker's employment in the DEEWR IT System within 28 days of the AP Job Seeker's employment start date;
- (iii) the employment start date occurs on, or after the date that the AP Job Seeker has commenced ESAP;
- (iv) the start date of the 13 Consecutive Weeks of employment must be within 28 days of the AP Job Seeker's employment start date; and
- (v) the Provider has rendered a Tax Invoice to DEEWR within 28 days of the end of the 13<sup>th</sup> Consecutive Week of employment and DEEWR accepts the Tax Invoice.

10.9 Notwithstanding clause 7.10 of Part A, where a FJNE Job Seeker is participating in a Complementary Programme in accordance with clauses 4.26 to 4.30 inclusive, the following provision will apply in relation to Fees:

- (a) if the FJNE Job Seeker satisfies the conditions for an Intensive Support Outcome or an Intensive Support Intermediate Payment, DEEWR will pay the Provider an amount equal to the difference between the Intensive Support Outcome Payment or the Intensive Support Intermediate Payment and the amount the Complementary Programme provider is entitled to receive for the services that relate to the Intensive Support Outcome or the Intensive Support Intermediate Payment.

### **Outcomes That Do Not Attract Payment**

10.10 DEEWR will not pay Fees including in respect of Intensive Support Outcomes, Intensive Support Intermediate Payments and AP Job Seeker Outcomes, for:

- (a) positions funded directly by CDEP participants' allowances;
- (b) jobs in the sex industry and jobs involving nudity;
- (c) jobs for voluntary and unpaid work;
- (d) training courses not eligible for Youth Allowance (Student), Abstudy or Austudy;
- (e) positions funded under the 'Work for the Dole' programme;
- (f) jobs that involve taking up employment in another country;
- (g) jobs involving illegal activity;
- (h) discriminatory jobs;
- (i) placements in any programme, including paid work experience programmes, funded by the Commonwealth or by a State or a Territory government, including a Complementary Programme;
- (ia) placements in non-ongoing jobs, or paid work experience, where the FJNE Job Seeker's wages are subsidised by the Provider and where the Provider seeks reimbursement from the Job Seeker Account;
- (j) placement in a recurring job that has already led to an Intensive Support Outcome, an Intensive Support Intermediate Payment or an AP Job Seeker Outcome in the same period of Registration;
- (ja) placement into an eligible education or training course that has already led to an Intensive Support Outcome or Intensive Support Intermediate Payment in the same period of Registration;
- (jb) employment, education or training activities of FJNE Job Seekers aged 15 to 24 years, other than Indigenous Australians, who commence Intensive Support Job Search Training prior to being Registered for 3 months and who have not had their Activity Agreements or Voluntary Activity Agreements updated by the Provider for commencing Intensive Support Services at 3 months of Registration;
- (k) employment in a same or similar position which was vacated within the previous 14 days by a job seeker who attracted an Intensive Support Outcome or Intensive Support Intermediate Payment; or
- (l) any other events that DEEWR may notify, from time to time, as being excluded under this clause.

**Transitional arrangements for outcomes that have commenced before, but are not completed by, 1 July 2006**

10.11 If:

- (a) the Provider was, prior to 1 July 2006, providing Job Network Services pursuant to the terms of the *Employment Services Contract 2003-2006* ('the original contract');
- (b) DEEWR has extended the original contract such that the terms of the original contract are now contained in this Contract; and
- (c) the Provider claims payment in relation to an Intensive Support Intermediate Payment described in clause 1.1(aa)(i) or an Intensive Support Outcome described in clause 1.1(ac)(v)(B), where the Payment Period for the relevant Intensive Support Intermediate Payment or Intensive Support Outcome commenced prior to 1 July 2006;

DEEWR will not make payment unless:

- (d) the conditions as set out in the original contract are satisfied in respect of that part of the Payment Period that occurred prior to 1 July 2006; and
- (e) the conditions as set out in this Contract are satisfied for the remaining part of the relevant Payment Period.

## 11. REFERRALS AND RELOCATION, AND CHANGE OF PROVIDER

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### Referrals

- 11.1 DEEWR IT Systems will notify the Provider of the referral of each Eligible Job Seeker that will be referred to the Provider by recording an appointment for the Eligible Job Seeker in the Provider's Electronic Diary.
- 11.2 DEEWR IT Systems will refer a flow of Eligible Job Seekers:
- (a) to a Provider, within a 20 per cent tolerance of the Provider's ESA Business Share; or
  - (b) to a Job Network Services (Specialist) Provider, to an upper tolerance of 120 per cent of the Job Network Services (Specialist) Provider's ESA Business Share;
- and the flow of referrals to each of the Sites within each ESA shall correspond accordingly.
- 11.3 [Reserved]
- 11.4 This notification may include the following information on each Eligible Job Seeker:
- (a) personal details; and
  - (b) employment history.
- 11.5 Subject to clause 2.4, the flow of FJNE Job Seekers to the Provider will be dependent on:
- (a) the flow of FJNE Job Seekers registering with Centrelink in the LMR set out in Item B3.10 and the LMR coverage at Item B3.10.1 of Schedule B3; and
  - (b) Eligible Job Seeker choice.
- Note: DEEWR does not guarantee the level or type of Eligible Job Seekers that will be referred to the Provider. DEEWR will not support the lower tolerance level of ESA Business Share for Job Network Service (Specialist) Providers.*
- 11.6 Subject to clauses 9.1, 11.7, 11.8 and 11.9, the Provider must:
- (a) provide Services to a FJNE Job Seeker for the entire duration of the FJNE Job Seeker's period of Registration; and
  - (b) where:
    - (i) an Effective Exit occurs in relation to a FJNE Job Seeker which changes the FJNE Job Seeker's duration of Registration; and
    - (ii) the FJNE Job Seeker subsequently returns to Job Network Services within 12 months of the date of the Effective Exit,

the FJNE Job Seeker will return to the Provider and the FJNE Job Seeker will count towards the Provider's ESA Business Share and Site Business Share; and

- (c) where:
- (i) an Effective Exit occurs in relation to a FJNE Job Seeker which does not change the FJNE Job Seeker's duration of Registration; and
  - (ii) the FJNE Job Seeker subsequently returns to Job Network Services,

the FJNE Job Seeker will return to the Provider, the FJNE Job Seeker will not count towards the Provider's ESA Business Share and the Site Business Share, and the Provider will provide Services as if the Effective Exit did not occur in relation to the FJNE Job Seeker.

### **Relocation of FJNE Job Seekers**

11.7 If a FJNE Job Seeker transfers to a new location, and:

- (a) if the FJNE Job Seeker at the time of the transfer, was receiving Services from the Provider; and
- (b) the FJNE Job Seeker's new location is not within a reasonable distance of a Site of the Provider,

Centrelink or DEEWR may terminate the FJNE Job Seeker's referral to the Provider.

11.8 If a FJNE Job Seeker transfers to a new location and the FJNE Job Seeker's new location is within a reasonable distance of a Site of the Provider, the Provider will continue to provide Job Network Services to the FJNE Job Seeker at no additional cost to DEEWR.

### **Change of Provider**

11.9 Notwithstanding this clause 11, a FJNE Job Seeker may be transferred from the Provider from which the FJNE Job Seeker is receiving Services where:

- (a) there is an irretrievable breakdown in the FJNE Job Seeker's relationship with the Provider; or
- (b) the FJNE Job Seeker's outgoing Provider and DEEWR, and the FJNE Job Seeker's new Provider agree to the Eligible Job Seeker transferring to another Provider.

11.10 Notwithstanding this clause 11, where a FJNE Job Seeker is commencing Intensive Support Customised Assistance from PSP, the PSP provider will arrange the initial contact directly with the Provider.

### **Fees and re-location of Eligible Job Seekers**

11.11 Subject to clauses 11.15 and 11.17, where a FJNE Job Seeker has re-located under clause 11.7, DEEWR will pay the outgoing Provider and the new Provider Job Network Service Fees, which may be on a pro rata basis, and will provide the new Provider with new Job Seeker

Account credits and new Training Account credits corresponding to the FJNE Job Seeker's eligibility and point in the Active Participation Model continuum.

- 11.12 Subject to clauses 11.15 and 11.17, where a FJNE Job Seeker has changed Provider under clause 11.9(a), DEEWR will pay the outgoing Provider and the new Provider Job Network Service Fees, which may be on a pro rata basis, and will provide the new Provider with new Job Seeker Account credits and new Training Account credits corresponding to the FJNE Job Seeker's eligibility and point in the Active Participation Model continuum.
- 11.13 Subject to clauses 11.15 and 11.17, where a FJNE Job Seeker has changed Provider under clause 11.9(b), DEEWR will pay the outgoing Provider and the new Provider Job Network Service Fees, which may be on a pro rata basis, and the outgoing Provider and the new Provider will agree between themselves on the level of credits, if any, to transfer from the Job Seeker Account and the Training Account.
- 11.14 Notwithstanding clauses 11.11, 11.12, 11.13, 11.15 and 11.17, where a Provider has not continued to provide Services, DEEWR may recover Job Network Service Fees paid to the Provider that are relevant to that part of the Services that will no longer be provided.
- 11.15 Where an EP Job Seeker, who is also an FJNE Job Seeker has, in accordance with clauses 11.7 and 11.9, transferred to:
- (a) another provider, but prior to the transfer, had not received all 3 contacts relevantly specified in clauses 3.4E, 3.4F(a)(i) and 3.4F(b)(i), if the requirements of clause 10.4(b) have otherwise been satisfied, the Provider is entitled to retain, or to claim payment of, the Fees payable under clause 10.4(b);
  - (b) the Provider, but prior to the transfer, had not received all 3 contacts relevantly specified in clauses 3.4E, 3.4F(a)(i) and 3.4F(b)(i), the Provider must provide the remaining contacts, and the Provider may claim payment in accordance with clause 10.4(b), provided the requirements of clause 10.4(b) have been satisfied.
- 11.16 Where an EP Job Seeker, who is also a JSSO Job Seeker, moves to a new location, the Provider must continue to provide all the contacts specified in clauses 3.4E, 3.4F(a)(i) and 3.4F(b)(i), and if it is impracticable for the Provider to provide the remaining contacts on a face to face basis, may use alternative means to carry out the remaining contacts.
- 11.17 DEEWR reserves the right to commence recovering Fees under clause 11 at any time. DEEWR will notify Providers in writing of the details of any decision to recover Fees under clauses 11.11 to 11.13 and the basis upon which Fees will be recovered.

## **11A. APPOINTMENTS FOR ELIGIBLE JOB SEEKERS**

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- 11A.1 The Provider must ensure that the Provider's Electronic Diary has capacity to accept appointments for an Eligible Job Seeker:
- (a) within two Business Days from the date on which Centrelink decides to refer the Eligible Job Seeker to the Provider under clause 11.1; or

(b) for the purposes of Rapid Reconnection;

unless otherwise agreed to by DEEWR.

11A.2 Where the Eligible Job Seeker is referred to the Provider in accordance with clause 11A.1(a), the Provider must meet with the Eligible Job Seeker for the purpose of commencing the Eligible Job Seeker in Job Network Services.

11A.3 Where the Eligible Job Seeker has an appointment with the Provider in accordance with clause 11A.1(b), the Provider must meet with the Eligible Job Seeker for the purpose of resuming the Eligible Job Seeker's participation in Job Network Services.

11A.4 Where an Eligible Job Seeker fails to attend an appointment under clause 11A.1 with the Provider, the Provider must notify Centrelink on DEEWR IT Systems of:

(a) the failure; and

(b) where known, the reason for the failure;

on the same Business Day of the appointment.

## **12. PERFORMANCE MANAGEMENT**

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12.1 In addition to clause 18 of Part A, DEEWR will conduct a Performance Review in each Employment Service Area, Labour Market Region and at each Site of the Provider.

12.2 If, at the completion of a Performance Review, DEEWR considers the performance of the Provider at the Labour Market Region level, Employment Service Area level, or Site level warrants it, DEEWR may, with the agreement of the Provider, increase the Provider's ESA Business Shares and corresponding Site Business Shares for all or part of the remaining Contract Period.

12.3 Where, in DEEWR's view, a Provider's performance is less than satisfactory at the Labour Market Region level, Employment Service Area level, or Site level, DEEWR may notify the Provider warning that a failure to improve performance to DEEWR's satisfaction by the end of the following Performance Period may result in DEEWR terminating the whole (or that part) of the Contract, or reducing the Provider's ESA Business Shares and corresponding Site Business Shares for all or part of the remaining Contract Period, or suspending referral of Eligible Job Seekers to the Provider at the Labour Market Region level, Employment Service Area level, or Site level.

12.4 If, at the completion of a Performance Period following a warning given under clause 12.3, the Provider's performance at the Labour Market Region level, Employment Service Area level, or Site level has not improved to DEEWR's satisfaction, DEEWR may, at its sole discretion, terminate the whole (or that part) of the Contract, or reduce the Provider's ESA Business Shares and corresponding Site Business Shares for all or part of the remaining Contract Period, or suspend referral of Eligible Job Seekers to the Provider at the Labour Market Region level, Employment Service Area level, or Site level.

- 12.5 If, at the completion of a Performance Period, the performance of the Provider at the Labour Market Region level, Employment Service Area level, or Site level is less than satisfactory, DEEWR may, at its sole discretion, decrease the Provider's ESA Business Shares and corresponding Site Business Shares for all or part of the remaining Contract Period.
- 12.6 Where DEEWR is not satisfied with the performance of a Provider over 2 or more Performance Periods, DEEWR may, at its sole discretion, reduce or suspend or terminate the Provider's ESA Business Shares and corresponding Site Business Shares for one or more of the remaining Performance Periods.
- 12.7 When assessing the Provider's performance, the factors that DEEWR may take into account include:
- (a) the Provider's degree of compliance with the Site Business Shares;
  - (b) the number and value of invalid claims made by the Provider;
  - (c) the proportion of employment outcomes in respect of FJNE Job Seekers that give rise to Intensive Support Outcome Payments that do not result in ongoing employment of FJNE Job Seekers beyond the period of employment that gave rise to the Intensive Support Outcome Payments;
  - (d) the efficiency and effectiveness of Job Seeker Account expenditure by the Provider in achieving outcomes for JSKA Job Seekers;
  - (e) the Provider's performance against the KPIs;
  - (f) the Provider's performance against any Performance Benchmarks;
  - (g) the Provider's performance in assisting particular client groups such as parents, people with disabilities and Indigenous Australians;
  - (h) delays in commencing Eligible Job Seekers in any of the stages of the continuum of Services described in clauses 3 and 4;
  - (i) the Provider's participation in initiatives aimed at improving the local labour market, including addressing labour and skills in demand through industries strategies and other local activities; and
  - (j) the Provider's compliance with this Contract.
- 12.8 Notwithstanding any other provision of this Contract, where:
- (a) the Provider's Star Rating for an ESA is:
    - (i) 2.5 Stars or lower; or
    - (ii) 2 Stars or more lower than any other provider's Star Rating in that ESA;



DEEWR may, at its sole discretion, decrease the ESA Business Share and correspondingly decrease the Site Business Share(s); or

- (b) the Provider's Star Rating for a Site is:
  - (i) 2.5 Stars or lower; or
  - (ii) 2 Stars or more lower than the Star Rating for any other site in the ESA;

DEEWR may, at its sole discretion, decrease the Site Business Share at that Site and correspondingly decrease the ESA Business Share.

12.9 For the avoidance of doubt, references in this clause 12 to reducing or decreasing ESA Business Share or Site Business Share, include reducing or decreasing it to zero. If required by DEEWR, where DEEWR reduces to zero:

- (a) the Site Business Share of a Site, the Provider must discontinue providing Job Network Services from the Site;
- (b) the ESA Business Share of an ESA, the Provider must discontinue providing Job Network Services from the ESA,

from the date specified by DEEWR. In both cases, the Provider must also cooperate with DEEWR to ensure that Eligible Job Seekers affected by the discontinuation of Job Network Services are transferred to alternate service providers as specified by DEEWR.

12.10 For the avoidance of doubt, the rights conferred upon DEEWR by clauses 12.5-12.8 are not limited by clauses 12.1-12.4.

12.11 DEEWR may decide whether it will, or will not, publish the Provider's Star Ratings.

12.12 This clause 12 is without prejudice to any other right which the Commonwealth has or which may accrue to the Commonwealth.

12.13 For the purposes of clauses 1.1 and 18 of Part A, the KPI's are set out in clauses 12.14-12.16 below:

12.14 KPI 1: Average time taken for Eligible Job Seekers to achieve employment placements.

**Objective:** To help Eligible Job Seekers find work as quickly as possible.

DEEWR will assess performance against this key performance indicator based on the average time from registration with the Provider to the placement of Eligible Job Seekers in employment and the payment of job placement and employment outcome payments. The assessment will include Eligible Job Seekers with different durations of unemployment, Eligible Job Seekers from special groups (Indigenous Australians, people with disabilities, mature age people, people from other than main English-speaking countries, youth and lone parents) and Eligible Job Seekers identified as highly disadvantaged.

12.15 KPI 2: The proportions of FJNE Job Seekers for whom outcome payments are paid.

**Objective:** To maximise outcomes for Eligible Job Seekers - particularly the long-term unemployed and those identified as highly disadvantaged.

DEEWR will assess performance against this key performance indicator based on the proportions of FJNE Job Seekers for whom different types of outcome payments are paid, including FJNE Job Seekers with different durations of unemployment, FJNE Job Seekers from special groups (Indigenous Australians, people with disabilities, mature age people, people from other than main English-speaking countries, youth and lone parents) and FJNE Job Seekers identified as highly disadvantaged.

12.16 KPI 3: DEEWR satisfaction with the delivery of services in compliance with the *Code of Practice and Service Guarantees*.

**Objective:** To maximise the delivery of high-quality, ethical employment services.

DEEWR will assess performance against this key performance indicator on the basis of the principles and commitments set out in the *Code of Practice and Service Guarantees*.

### 13. PROMOTION OF JOB NETWORK SERVICES

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13.1 DEEWR grants to the Provider a non-exclusive licence which is free of charge for the Contract Period to use the Job Network trade mark, of which the Commonwealth is the registered proprietor, as set out in this clause 13.

13.2 The Provider may use the Job Network trade mark for purposes directly related to the provision of Job Network Services only, including:

- (a) prominently displaying the Job Network logo at each of the Provider's Sites, including on external and internal signage;
- (b) providing brochures, fact sheets or videos to Centrelink to attract Eligible Job Seekers;
- (c) advertising the Provider's particular skills or experience on JobSearch; or
- (d) if the Provider is a Job Network Services (Specialist) Provider, targeting the specific group(s) of Eligible Job Seekers set out in Item B3.19 of Schedule B3.

13.3 The Provider must ensure that all advertisements, publicity and promotional materials using the Job Network trade mark are undertaken in accordance with the requirements notified to the Provider by DEEWR from time to time.

### 14. INSURANCE

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14.1 The Provider must, for as long as any obligations remain in connection with this Part B, have and maintain, the following insurance:

- (a) public liability insurance in respect of all premises where the Services are being

provided, for an amount of not less than \$10 million per claim; and

- (b) permanent injury and death insurance coverage for an amount of not less than \$250,000 per claim that covers Eligible Job Seekers while:
  - (i) on the Provider's premises;
  - (ii) undertaking employment activities that the Provider has directed them to do, including but not limited to, training, research into employment in local libraries and market research; and
  - (iii) travelling by the most direct route between:
    - (A) the Provider's premises and the Eligible Job Seeker's home or Centrelink following referral;
    - (B) the Provider's premises and job interviews; and
    - (C) the Eligible Job Seeker's home and job interviews, following referral by the Provider.

## 15. Continuation of services after service period

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- 15.1 After the completion of the Service Period and Transition Period, the Provider may continue to claim any eligible Fees.
- 15.2 At the completion of the Service Period, the Provider must continue to provide Job Network Services to the FJNE Job Seeker for the period of assistance at clause 9.1.
- 15.3 If the Provider is not successful in obtaining a further employment services contract or the Provider does not submit a tender for a further employment services contract:
  - (a) the referral of FJNE Job Seekers will cease from the date of the announcement of successful tenderers, or earlier if both parties agree; and
  - (b) DEEWR may negotiate with the Provider to transfer FJNE Job Seekers to another provider with such further employment services contract while ensuring continuity of service to the FJNE Job Seeker.

## SCHEDULE B1 - PAYMENTS AND CONTACTS

### Job Network Service Fees

Table 1

Type of Services	Duration of Registration by Centrelink or other party notified by DEEWR	Required contact (see Table 3 – Contacts Schedule)	Total time for all contacts in Service period	Fee for all contacts in Service period (GST incl.)	Total fee for all contacts in Service period (GST incl.) (including supplement for job seekers identified as Highly Disadvantaged)
Job Search Support – Registration:					
New referral interview	0-3 months	1	45 minutes (average)	\$63	\$94
Re-referral interview		1	20 minutes (average)	\$26	\$39
Employment Preparation (EP) Services	0-3 months – JSSO Job Seekers EP Job Seekers with no recent work experience	See clauses 3.4E and 3.4F(a)		\$160	\$160

	0-6 months – FJNE EP Job Seekers with no recent work experience	See clauses 3.4E and 3.4F(a)		\$160	\$160
	4-6 months – FJNE EP Job Seekers with recent work experience	See clauses 3.4E and 3.4F(b)		\$160	\$160
Intensive Support:					
30 hours 'Refresher' Intensive Support Job Search Training (1), (2a)	4-6 months in accordance with clause 4.2(a)  OR in accordance with clause 4.2(c).*	5 Business Days (or equivalent)	30 hours	\$229  OR \$688 for FJNE EP Job Seekers	\$229  OR \$688 for FJNE EP Job Seekers (if applicable)*
100 hours Full Intensive Support Job Search Training (2), (2a)		15 Business Days (or equivalent)	100 hours	\$688	\$688 (if applicable)*
Intensive Support assessment interview payment for those FJNE Job Seekers not commenced in Intensive Support Job Search Training		1	30 minutes (average)	\$42	\$42 (if applicable)*
Intensive Support reviews  7 months & 10 months	7-12 months	2	70 minutes (average)	\$94	\$94 (if applicable)*

<p>Intensive Support Customised Assistance (First period)</p> <p><i>If a FJNE Job Seeker commences Intensive Support Customised Assistance immediately after registering with Centrelink, then a new referral (or if applicable re-referral) interview fee is also payable</i></p>	<p>13-18 months</p> <p>in accordance with clause 4.19(a)</p> <p>OR</p> <p>from the date of commencement of Intensive Support Customised Assistance (first period) in accordance with clause 4.19(b), (c) and (d).</p>	<p>12 (Fortnightly)</p>	<p>10.5 hours (average)</p>	<p>\$834</p>	<p>\$1250</p>
<p>Intensive Support – Job Search reviews <sup>(3)</sup></p> <p>20 months &amp; 22 months</p>	<p>19-24 months</p>	<p>2</p>	<p>60 minutes (average)</p>	<p>\$73</p>	<p>\$109</p>



Intensive Support - Customised Assistance (Second Period):	25-30 months in accordance with clause 4.20(a)  OR  in accordance with clause 4.20(b)	8 on average (with a minimum of 3 contacts over the period). Individual job prospects and local labour market conditions may influence the number of contacts for a FJNE Job Seeker within this range.	6.25 hours (average)	\$495	\$742
Intensive Support – Job Search reviews <sup>(4)</sup>  32 months and every two months thereafter	31+ months	1 every two months	1.5 hours (average) per three contacts	\$104 per three contacts	\$156 per three contacts

\* Note: Highly Disadvantaged job seekers go directly into Intensive Support Customised Assistance.

- (1) For FJNE Job Seekers to whom clause 4.15 applies.
- (2) For FJNE Job Seekers to whom clause 4.14 applies.
- (2a) The Provider is required to continue to provide the Services described in clause 3.4F to an EP Job Seeker whilst providing Intensive Support Job Search Training to the EP Job Seeker.
- (3) FJNE Job Seekers identified as Highly Disadvantaged would begin to receive these reviews approximately 2 months after the end of the first period of Intensive Support Customised Assistance.
- (4) FJNE Job Seekers identified as Highly Disadvantaged would begin to receive these and subsequent reviews approximately 2 months after the end of the second period of Intensive Support Customised Assistance.

## ESAP Service Fee

Table 1A

Type of Service	Duration of Service	Required contact	Fee
ESAP – Services in 3.9D	6-12 months	See clause 3.9D	\$160
ESAP – Services in 3.9E	6-12 months	See clause 3.9E	\$688

## Intensive Support Outcome Payments

Table 2

Duration of Registration by Centrelink or other party notified by DEEWR <sup>(1)</sup>	Payment Type	IS Interim Payment (GST inclusive)	IS Final Payment (GST inclusive)
		13 weeks	26 weeks
From commencement in Intensive Support to 12 months (if not identified as Highly Disadvantaged)	Intensive Support Under 12 Month Outcome	\$550	N/A
	NEIS Intensive Support Outcome	\$550	N/A
13 - 24 months  OR  up to 24 months if the FJNE Job Seeker is not Highly Disadvantaged and has commenced in Intensive Support Customised Assistance	Intensive Support Outcome	\$1,650	\$825
	Intensive Support Intermediate Payment	\$550	\$550
	NEIS Intensive Support Outcome	\$550	N/A



25 - 36 months  OR identified as Highly Disadvantaged	Intensive Support Outcome	\$3,300	\$1,650
	Intensive Support Intermediate Payment	\$550	\$550
	NEIS Intensive Support Outcome	\$550	N/A
3 years or longer  (also payable for Highly Disadvantaged Registered 3 years or longer and all FJNE Job Seekers on Disability Support Pension)	Intensive Support Outcome	\$4,400	\$2,200
	Intensive Support Intermediate Payment	\$1,100	\$1,100
	NEIS Intensive Support Outcome	\$1,100	N/A

(1) Duration of Registration is as at the time of the beginning of the activity that gives rise to the payment.

## Age Pensioner Outcome Payments

Table 2A

Age Pensioner Outcome Payment	\$550 (GST inclusive)
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## Contacts Schedule

Table 3

Type of Assistance	Summary of activities
<p>Job Search Support new referral interview</p> <p>(on average, 45 minute interview)</p>	<ul style="list-style-type: none"> <li>• Registration of FJNE Job Seekers and JSSO Job Seekers for Job Network Services</li> <li>• lodgment of a <b>Résumé Summary</b> into JobSearch to enable daily auto-matching against new vacancies</li> <li>• provide access to touch screen kiosks</li> <li>• provide access to an interpreter, where required</li> </ul>
<p>Job Search Support re referral interview</p> <p>(on average, 20 minute interview)</p>	<ul style="list-style-type: none"> <li>• update of Registration as required</li> <li>• update of <b>Résumé Summary</b> on JobSearch to enable daily auto-matching against new vacancies</li> <li>• for FJNE Job Seekers re registering for Job Network Services</li> </ul>
<p>Employment Preparation</p>	<ul style="list-style-type: none"> <li>• develop an individually tailored <b>Activity Agreement or Voluntary Activity Agreement</b></li> <li>• provide additional tailored support through the Job Seeker Account including additional mentoring and career counseling, skills acquisition activities and vocational or non vocational development as required</li> <li>• assist in arranging Outside School Hours Care and Vacation Care as required</li> <li>• number of contacts to be determined by the level of Intensive Support Job Search Training activities</li> </ul>
<p>Intensive Support Job Search Training</p> <ul style="list-style-type: none"> <li>• For FJNE Job Seekers to whom clause 4.14 applies</li> <li>• For FJNE Job Seekers to whom clause 4.15 applies</li> </ul>	<ul style="list-style-type: none"> <li>• develop an individually tailored <b>Activity Agreement or Voluntary Activity Agreement</b></li> <li>• formal and informal training in job search skills and techniques</li> <li>• practical job search, including assisted cold canvassing</li> <li>• supervised access to resources such as telephones, computers, faxes, internet, stationery, vacancy listings</li> <li>• update FJNE Job Seekers' personal details on JobSearch</li> </ul>

<p>Intensive Support assessment interview for those not going into Intensive Support Job Search Training</p> <p>(on average, 30 minute interview)</p>	<ul style="list-style-type: none"> <li>• link to a Community Work Coordinator or other agencies/providers as appropriate, for Mutual Obligation Activities</li> <li>• develop an individually tailored Activity Agreement or Voluntary Activity Agreement</li> </ul>
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## Contacts Schedule

Table 3 (cont.)

Type of Assistance	Summary of activities
<p>Intensive Support</p> <p>7 Month review</p> <p>(on average, 40 minute interview)</p>	<ul style="list-style-type: none"> <li>• review the FJNE Job Seeker's attempts to find employment</li> <li>• look at the results of job matches made by JobSearch and provide feedback to the FJNE Job Seeker</li> <li>• if necessary, provide job search advice, fares assistance or referral to Complementary Programmes</li> <li>• if the FJNE Job Seeker has not commenced a Mutual Obligation Activity (where appropriate), refer the FJNE Job Seeker directly to a Community Work Coordinator for Mutual Obligation Activities</li> <li>• update the FJNE Job Seeker's Activity Agreement or Voluntary Activity Agreement with any new or changed activities</li> </ul>
<p>Intensive Support</p> <p>10 Month review</p> <p>(on average, 30 minute interview)</p>	<ul style="list-style-type: none"> <li>• review the FJNE Job Seeker's attempts to find employment</li> <li>• look at the results of job matches made by JobSearch and provide feedback to the FJNE Job Seeker</li> <li>• if necessary, provide job search advice, fares assistance or referral to Complementary Programmes</li> <li>• confirm the FJNE Job Seeker's progress in Mutual Obligation Activities and, where appropriate, refer the FJNE Job Seeker to a Community Work Coordinator for Mutual Obligation Activities</li> <li>• update the FJNE Job Seeker's Activity Agreement or Voluntary Activity Agreement with any new or changed activities</li> </ul>
<p>Intensive Support Customised Assistance (first</p>	<ul style="list-style-type: none"> <li>• undertake a detailed assessment of the FJNE Job Seeker's capabilities against potential opportunities available within the local</li> </ul>

<p>period) – fortnightly contacts, averaging 10.5 hours in total</p>	<p>labour market</p> <ul style="list-style-type: none"> <li>• discuss the range of assistance to be provided during Intensive Support Customised Assistance</li> <li>• update the FJNE Job Seeker's <b>Activity Agreement or Voluntary Activity Agreement</b> with any new or changed activities</li> <li>• ensure that the FJNE Job Seeker is engaged in intensive work preparation, organise training and/or work experience as appropriate for their individual needs</li> <li>• access the Job Seeker Account to provide appropriate and individualised assistance to the FJNE Job Seeker</li> <li>• on completion, refer the FJNE Job Seeker to a Community Work Coordinator (where appropriate) for Mutual Obligation Activities</li> </ul>
<p>Intensive Support Job Search reviews 20 months &amp; 22 months  (on average, 2 contacts at 30 minutes each)</p>	<ul style="list-style-type: none"> <li>• review the FJNE Job Seeker's attempts to find employment</li> <li>• look at the results of job matches made by JobSearch and provide feedback to the FJNE Job Seeker</li> <li>• if necessary, provide job search advice, fares assistance or referral to Complementary Programmes</li> <li>• confirm the FJNE Job Seeker's progress in Mutual Obligation Activities and, where appropriate, refer the FJNE Job Seeker to a Community Work Coordinator for Mutual Obligation Activities</li> <li>• update the FJNE Job Seeker's <b>Activity Agreement or Voluntary Activity Agreement</b> with any new or changed activities</li> </ul>

<p>Intensive Support Customised Assistance (second period) – 8 contacts on average (with a minimum of 3 contacts).</p> <p>The Provider may consider factors like individual job prospects and local labour market conditions in determining the actual number of contacts for any particular FJNE Job Seeker within the parameters</p>	<ul style="list-style-type: none"> <li>• discuss the range of assistance to be provided during Intensive Support Customised Assistance</li> <li>• update the FJNE Job Seeker's <b>Activity Agreement or Voluntary Activity Agreement</b> with any new or changed activities</li> <li>• if appropriate to the needs and circumstances of the FJNE Job Seeker, ensure that the FJNE Job Seeker is engaged in intensive work preparation, organise training and /or work experience</li> <li>• access the Job Seeker Account to provide appropriate and individualised assistance to the FJNE Job Seeker</li> <li>• on completion assess the FJNE Job Seeker's ongoing needs and provide and/or refer FJNE Job Seeker to appropriate servicing options for very long term unemployed people</li> </ul>
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outlined.	
<p>Intensive Support</p> <p>Job Search reviews</p> <p>32 months and every 2 months thereafter</p> <p>(on average, 3 contacts at 30 minutes generally conducted every 2 months)</p>	<ul style="list-style-type: none"> <li>• review the FJNE Job Seeker's attempts to find employment</li> <li>• update the FJNE Job Seeker's <b>Activity Agreement or Voluntary Activity Agreement</b> with any new or changed activities</li> <li>• look at the results of job matches made by JobSearch and provide feedback to the FJNE Job Seeker</li> <li>• if necessary, provide job search advice, fares assistance or referral to Complementary Programmes</li> <li>• review the appropriateness of, and refer the FJNE Job Seeker to, servicing options for very long term unemployed people to assist the FJNE Job Seeker</li> <li>• link to Community Work Coordinator or other agencies/providers as appropriate for Mutual Obligation activities each year</li> </ul>

### JOB NETWORK SERVICE GUARANTEE

#### Your Job Network Service Guarantee

You will receive ongoing personalised employment services provided by your preferred Job Network member. These services will be culturally sensitive to your circumstances and background as well as tailored both to your needs and to the job opportunities available.

Throughout your period of unemployment, you can expect your chosen Job Network member to:

- provide access to job vacancy information and job search facilities through touch-screen kiosks
- advise you on job search techniques, career options and vocational employment programmes and other services available to you
- give you feedback on a job interview if your Job Network member arranged it for you
- help you to meet your income support obligations when you are looking for work.

From commencement with your Job Network member, the services will include:

- recording your Résumé Summary and resulting résumé in JobSearch
- matching of your Résumé Summary against vacancies in JobSearch
- establishing a password for access to your personal page and job matches on JobSearch
- immediate access to any job matches via your personal page with additional advice, where arranged, through your personalised email, SMS or telephone message bank service.

If you have been registered with Centrelink as unemployed for more than three months, and are receiving Intensive Support services, your Job Network member will also:

- assess your skills, experience and capabilities and develop an Activity Agreement or Voluntary Activity Agreement to help you get work
- help you to improve your job search skills by giving you intensive job search training and additional support to help you make job applications
- contact you regularly, at least every three months and more frequently if you have been registered for more than 12 months.

If you are receiving Intensive Support services and subject to the assessment of your needs, your Job Network member services may also include:

- help with access to training, a wide range of vocational programmes, counselling and other services and work experience consistent with your Activity Agreement or Voluntary Activity Agreement
- more intensive job search activities and work preparation with fortnightly contact to help you into a job
- additional services, facilities and activities, such as interpreter services, travel assistance if you are referred to a job interview by your Job Network member, vocational training, or counselling you may require to get a job
- support while you are settling into your new job.

If you are not satisfied with the service you have received, you should raise this first with your Job Network member. If you are still not satisfied, then you should call the Job Network customer service line on 1800 805 260, which will endeavour to resolve your concerns quickly and fairly.



This brochure tells you about the services you can expect from your Job Network member.

### Parents Service Guarantee

From July 2006, many parents who are unemployed and on income support will be seeking part-time work of at least 15 hours per week with the help of a Job Network member.

When you register as looking for work with a Job Network member, you will be provided with a high standard of employment services. Your Job Network member will provide services that are tailored to your personal circumstances.

### Find a Job Network member

You can be referred to Job Network by Centrelink or, if you are a Parenting Payment recipient whose youngest child has not yet turned 6, you can be directly registered by your local Job Network member.

Job Network will provide a flexible mix of services, support and training to meet your needs and fit around your parenting responsibilities.

Job Network members will be responsive to particular issues faced by parents when returning to the workforce. In particular, they can help you with arranging childcare and provide support while you look for work.

**Your Job Network member has the ability to prepare you for employment and tailor services to suit you needs. Depending on the level of service you are entitled to, this may include:**

- helping you to access to child care;
- providing information on job opportunities;
- arranging employment and training programmes,
- accessing counselling services, work experience and/or other services;
- providing interpreter services
- providing travel assistance (if you are referred to a job interview by your Job Network member); and
- providing support while you are settling into your new job.



**Job Network members are committed to providing this guaranteed level of service.**

**Your Job Network member will help you find a job by:**

- recording your skills and experience;
- providing advice on updating your skills and qualifications;
- addressing self esteem or confidence

issues;

- discussing Outside School Hours Care and Vacation Care issues with you and helping you to locate relevant services;
- advising you on job search techniques, career options and employment opportunities;
- providing access to resources to look for work such as computers, newspapers and faxes.
- providing immediate access to messages about job matches through JobSearch; and
- giving you feedback on job interviews they arrange for you.

### **Code of Practice**

The Code of Practice is part of your Job Network members' contract with the Australian Government. It tells you how Job Network will deliver services to you.

You can expect:

- high quality service;
- professionalism and integrity;
- confidentiality and privacy;
- personalised and courteous service;
- consideration of your needs and background;
- fairness in dealing with all clients; and
- clear and timely communication.

Your Job Network member or Centrelink office should have copies of the Code of Practice which you can take. Just ask for one.

### **Customer feedback**

If you are not satisfied with the service you have received, raise this first with your Job Network member — ask to speak with the manager or supervisor.

If you are still not satisfied, call the Customer Service Line on 1800 805 260 - **an interpreter is available on request.**

You will speak to a Customer Service Officer from the Department of Education, Employment and Workplace Relations in the capital city of the State you are calling from. The Department of Education, Employment and Workplace Relations is responsible for monitoring Job Network members. They will endeavour to resolve your concerns quickly and fairly.

## SCHEDULE B3 – CONTRACT AND BUSINESS DETAILS

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This schedule provides specific DEEWR, Provider and business details pursuant to Part A and the relevant Specific Conditions of this Contract. When completed for an individual Provider it is included with the relevant executed Employment Services Contract Particulars.

## DETAILS OF FLEXIBLE SERVICING ARRANGEMENTS

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# EMPLOYMENT SERVICES CONTRACT 2006–2009

## PART C—SPECIFIC CONDITIONS

for

### New Enterprise Incentive Scheme

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1. INTERPRETATION
2. SERVICES
3. CONFIDENTIALITY
4. FEES AND RECOVERY
5. MONITORING AND PERFORMANCE MANAGEMENT
- 5A. INSURANCE
6. TRANSFER FROM ANOTHER PROVIDER
7. CONTINUATION OF SERVICES AFTER SERVICE PERIOD

#### **SCHEDULE C1 DEED OF CONFIDENTIALITY**

#### **SCHEDULE C2 SERVICE GUARANTEE**

#### **SCHEDULE C3 CONTRACT AND BUSINESS DETAILS**

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## 1. INTERPRETATION

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- 1.1 In these Specific Conditions, unless the contrary intention appears:
- (a) **'Account Manager'** means the person for the time being holding, occupying or performing the duties of the position as described at Item C3.1 Schedule C3;
  - (b) **'Business Eligibility Criteria'** are that the proposed business:
    - (i) is not operating on a commercial basis;
    - (ii) will be independent, reputable and lawful;
    - (iii) has been assessed as Commercially Viable by the Provider (who may rely on the recommendations of a NEIS Advisory Committee);
    - (iv) is not based on the purchase or takeover of an existing business;
    - (v) will not compete directly with existing businesses unless it can be demonstrated that there is an unsatisfied demand for the product or service, or the product or service is to be provided in a new way; and
    - (vi) will be established, located and operated solely within Australia;
  - (ba) **'Commercial Viability Assessment'** means a report to DEWR on whether a NEIS business is Commercially Viable;
  - (c) **'Commercially Viable'** means the NEIS business is likely to provide a net income at least equal to the single, 21 or over, no children rate of Newstart Allowance, or such other rate as notified by DEWR in writing from time to time, by the end of 52 weeks from NEIS Commencement for each NEIS Participant in the business;
  - (ca) **'Contact Person'** means the person holding, occupying or performing the duties of the person as described at Item C3.2 of Schedule C3;
  - (d) **'Curriculum'** means the curriculum for the Certificate IV in Business (Small Business Management) delivered by a Registered Training Organisation (registered by a State or Territory training authority) using appropriately qualified trainers and assessors;
  - (e) **'Eligible Job Seeker'** means:
    - (i) a person who:
      - A. is available to participate in Training and work full time in the business;
      - B. is not an undischarged bankrupt;



- C. agrees to hold and maintain a controlling interest in the business during the terms of their NEIS Participant Agreement; and
  - D. has not received NEIS Assistance in the previous 2 years and has not received NEIS Assistance previously for a similar business activity,
- and who:
- E. is a FJNE job seeker as defined in Part B of the Contract who is:
    - (ia) 18 years or over at the time of signing a NEIS Participant Agreement; and
    - (ib) in receipt of an allowance specified by DEWR from time to time as NEIS eligible; or
  - F. is a NAMA job seeker; or
  - G. is a LAP job seeker; or
- (ii) any other person or persons notified by DEWR in writing from time to time;
- (ea) **'External Income'** means any gross income which the Australian Taxation Office would regard as income received by a NEIS Participant while he or she is in receipt of NEIS Assistance. This includes, but is not limited to, interest, dividends, rent from investment property, any lump sum compensation payment or earnings from employment outside the Business. "External Income" excludes NEIS Allowance, NEIS Rental Assistance, Department of Families, Community Services and Indigenous Affairs (DFaCSIA) allowances/pensions, Centrelink allowances/pensions, Department of Veterans' Affairs (DVA) allowances/pensions, spouse's income, and NEIS business income.
- (eb) **'External Income Test'** is a test, based upon the Income Statement, of a NEIS Participant's External Income to determine whether the total gross External Income in a Financial Quarter is more than twice the rate of NEIS Allowance;
- (f) **'Financial Information'** must include, but is not limited to:
- (i) cash inflows and cash outflows for the Financial Quarter;
  - (ii) NEIS business plan projection of cash inflow and cash outflow for the Financial Quarter;
  - (iii) closing cash balance at the end of the Financial Quarter; and
  - (iv) balance of debtors and creditors for the Financial Quarter;
- (g) **'Financial Quarter'** means any one of the following:
- (i) 1 July to 30 September;
  - (ii) 1 October to 31 December;
  - (iii) 1 January to 31 March; or
  - (iv) 1 April to 30 June;

- (ga) **'Household Income Test'** means a correctly completed statement of a NAMA Job Seeker's capacity to be financially self sufficient for the period of the Training and NEIS Assistance in the form specified by DEWR in writing from time to time;
  - (h) **'Income Statement'** means a correctly completed statement of a NEIS Participant's gross External Income, and any other information specified by DEWR, in a form approved by DEWR;
  - (ha) **'Income Support Payment'** has the same meaning as 'income support payment' in the *Social Security Act 1991*(Cth);
  - (i) [Reserved];
  - (j) **'Job Network Member'** means an organisation contracted to the Commonwealth to provide Job Network Services;
  - (ja) **'LAP job seeker'** is a person who is eligible for NEIS Assistance under a LAP (or Labour Adjustment Package) as notified by DEWR through the NEIS Secure Site;
  - (k) **'Mentor'** means the Provider or a Sub-contractor who provides Mentor Support to NEIS Participant's during the period of their NEIS Participant Agreement;
  - (ka) **'Mentor Support'** means:
    - (i) assistance and advice about organisational, financial and marketing issues to help the NEIS Participant to develop their business;
    - (ii) monitoring services to ensure the NEIS Participant's compliance with their approved NEIS business plan, including ongoing currency of business insurance, and advising of any changes which may affect the viability or safe operation of their business; and
    - (iii) advice on specialist business professionals who may be consulted by the NEIS Participant;
- Note: Consultations with specialist business professionals will not be at the Provider's expense.*
- (l) **'NAMA Job Seeker'** means a non-allowee mature age job seeker identified on DEWR's IT system who is:
    - (i) a JSSO job seeker as defined in Part B of the Contract;
    - (ii) not in receipt of an Income Support Payment; and
    - (iii) 50 years of age or over at the time of signing a NEIS Participant Agreement.
  - (la) **'NEIS Allowance'** means an allowance payable by DEWR to a NEIS Participant in accordance with the NEIS Participant Agreement;

- (lb) **'NEIS Assistance'** means the assistance received by a NEIS Participant, including payment of NEIS Allowance, and, where applicable, NEIS Rental Assistance, together with business advice, Mentor Support, monthly contact and advice and counselling, for a period of 52 weeks (or as otherwise extended or reduced by DEWR) commencing on a date approved by DEWR, but excluding any period in which the NEIS Participant Agreement is suspended by DEWR;
- (m) **'NEIS Commencement'** occurs on the date when the NEIS Participant commences receipt of NEIS Assistance, or as otherwise approved by DEWR in writing;
- (n) **'NEIS Fee'** is the amount DEWR will pay the Provider for performing all its obligations under this Part, as set out in Item C3.17 of Schedule C3;
- (na) **'NEIS Participant'** means a person who is a party to a current NEIS Participant Agreement and who has commenced in receipt of NEIS Assistance;
- (o) **'NEIS Participant Agreement'** means the agreement entered into between an Eligible Job Seeker and DEWR;
- (oa) **'NEIS Rental Assistance'** means rental assistance payable by DEWR to a NEIS Participant in accordance with the NEIS Participant Agreement;
- (p) **'NEIS Secure Site'** means that part of the Job Network *Employment and Community Services Network* (ECSN) Secure Site providing information in relation to NEIS and accessible by NEIS Providers at <http://ecsn.gov.au/Ecsn>, or via DEWR IT Systems or as otherwise notified by DEWR;
- (pa) **'Performance Period Places'** means the maximum number of NEIS Commencements allowed for a Performance Period in each LMR, as set out in Item C3.16 of Schedule C3, or as otherwise agreed by DEWR in writing from time to time;
- (q) **'Post-Programme Outcome'** occurs when a NEIS Participant is verified by DEWR as not in receipt of an Unemployment Allowance from Centrelink, 13 weeks after cessation of their NEIS Participant Agreement, unless:
  - (i) the NEIS Participant was previously in receipt of Parenting Payment (Single), Disability Support Pension, Carer Payment or DVA War Widow/er or Partner Service Pension; or
  - (ii) the NEIS Participant was not in receipt of an Unemployment Allowance from Centrelink on commencement of their NEIS Agreement,
 in which case a Post-Programme Outcome occurs if the NEIS Participant is in employment (at least 20 hours per week) 13 weeks after cessation of their NEIS Participant Agreement;
- (r) **'Prospective Participant'** means an Eligible Job Seeker who is undertaking Training and has not entered a NEIS Participant Agreement;

- (s) **'Remote Area'** means the following Employment Service Areas:
    - (i) in Queensland - Emerald, Torres Strait and Mt Isa;
    - (ii) in Western Australia - West Kimberley, East Kimberley, Christmas/Cocos Islands, East Pilbara, Karratha, Goldfields and Esperance;
    - (iii) in South Australia - Ceduna and Port Augusta;
    - (iv) in the Northern Territory - Top End, Alice Springs, Tennant Creek and Katherine; and
    - (v) any other Employment Service Area that DEWR may notify the Provider from time to time as being a Remote Area;
  - (sa) **'Services'** means the services which the Provider must provide under clause 2 of this Part;
  - (t) **'Total Places'** means the maximum number of NEIS Commencements per annum in each LMR which the Provider may achieve and is set out in the Table in Item C3.16 of Schedule C3, or as otherwise agreed by DEWR in writing from time to time;
  - (u) **'Training'** is the delivery of the Curriculum and development of a NEIS business plan;
  - (v) [Reserved]; and
  - (w) **'Year'** means the period of 12 months commencing on 1 July and terminating on 30 June of the following year.
- 1.2 The following categories of persons are 'Participants' for the purposes of Part A of this Contract:
- (a) Eligible Job Seekers;
  - (b) NEIS Participants; and
  - (c) Prospective Participants.

## 2. SERVICES

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- 2.1 The Provider must provide the Services only in the LMR, for the Labour Market Coverage, in the Employment Service Area and at the Sites set out in Items C3.10, C3.10.1, C3.12, and C3.11, respectively, of Schedule C3 unless otherwise agreed by DEWR in writing. The Provider must ensure that the Sites are open for the provision of Services in accordance with Item C3.13 of Schedule C3 and at the times specified in Items C3.14 and C3.15 of Schedule C3.
- 2.1A The Service Start Date is set out in Item C3.3 of Schedule C3, the Service Period is set out in Item C3.4 of Schedule C3, and the Service Guarantee is at Schedule C2.
- 2.2 The Provider must not exceed the number of Total Places for each Year. Performance

Period Places may be moved between Performance Periods within a Year, if DEWR agrees in writing, but Performance Period Places which are not utilised within a Year are not able to be carried over into the following Year.

- 2.3 DEWR may vary the Provider's Total Places and Performance Period Places in one or more LMRs for all or part of the remaining Contract Period at any time by written notice, based on DEWR's assessment of past and/or future projected Eligible Job Seeker demand, or any other reason as determined by DEWR in its absolute discretion.
- 2.3A Unless otherwise agreed to by DEWR in writing, the Provider must provide Services only to Eligible Job Seekers and NEIS Participants whose proposed business for which they will receive NEIS Assistance is from a business address within a LMR set out in Item C3.10.1 of Schedule C3.
- 2.4 The Provider must provide Services to Eligible Job Seekers and NEIS Participant's to assist them in establishing and running viable new small businesses in accordance with any written instructions that DEWR may issue to the Provider from time to time.
- 2.4A If the Provider was, prior to 1 July 2006, providing NEIS Services pursuant to the terms of the *Employment Services Contract 2003-2006* ('the original contract'), and DEWR has extended the original contract such that the terms of the original contract are now contained in this Contract, the Performance Period Places specified in the original contract are relevantly specified in the columns titled 'Ext' in the table contained in Item C3.16 of Schedule C3.
- 2.4B If DEWR has contracted the Provider under the terms of this Contract, to provide NEIS Services commencing from, or after, 1 July 2006, the Performance Period Places that take effect from, or after, 1 July 2006, are relevantly specified in the columns titled 'New' in the table contained in Item C3.16 of Schedule B3.
- 2.4C The columns titled 'Total' in the table in Item C3.16 of Schedule C3, relevantly specify the sum of the Performance Period Places specified in accordance with clauses 2.4A and 2.4B.
- 2.5 The Services to be provided must include but are not limited to:
- (a) marketing and promoting NEIS and dealing with enquiries;
  - (b) arranging and delivering the Training to Prospective Participants so that at least 50 per cent of NEIS Participants in a business have received the Training;
  - (c) arranging and paying for recognition of prior learning exemptions, where appropriate;
  - (d) providing advice and counselling to Prospective Participants during the development of their NEIS business plans;
  - (e) unless otherwise instructed in writing by DEWR, assessing NEIS business plans of Prospective Participants against the Business Eligibility Criteria and approving or rejecting each NEIS business plan in accordance with the Guidelines;

- (ea) pursuant to the Guidelines referred to at clause 2.5(e):
  - (i) creating and retaining a written record of the approval or rejection of each NEIS business plan, including, but not limited to, the reasons for the approval or rejection, and the decision-making process followed; and
  - (ii) providing certification in the form prescribed in the Guidelines that:
    - A. each NEIS business plan has been assessed against the Business Eligibility Criteria; and
    - B. for each NEIS business plan approved, the proposed business, in the opinion of the Provider, meets the Business Eligibility Criteria;
- (eb) where a Prospective Participant's NEIS business plan is approved:
  - (i) advising the Prospective Participant in writing of the approval within 5 working days;
  - (ii) explaining to the Prospective Participant their obligations whilst receiving NEIS assistance, and advising the Prospective Participant to carefully read their NEIS Participant Agreement;
  - (iii) having the Prospective Participant sign the NEIS Participant Agreement; and
  - (iv) forwarding the NEIS Participant Agreement to DEWR for DEWR's signature;
- (f) providing advice and counselling to NEIS Participants in relation to their NEIS business during the term of the NEIS Participant Agreement;
- (g) making contact with the NEIS Participant at least monthly during the period of the NEIS Participant Agreement. The Provider must receive a response from the NEIS Participant from each contact. Any failure to respond appropriately and promptly to an attempted contact or contact must be investigated promptly by the Provider. At each monthly contact the Provider must confirm that the NEIS Participant is operating their business in accordance with the approved NEIS business plan and offer advice and counselling to the NEIS Participant;
- (h) providing Mentor Support to each NEIS Participant including at least 5 face to face visits by the Mentor during the period of the NEIS Participant Agreement at the following times and locations, in accordance with the Guidelines:
  - (i) the first Mentor Support visit must occur within the first month of the operation of the business and be face to face at the business premises; and
  - (ii) one Mentor Support visit must take place each Financial Quarter during the period of the NEIS Participant Agreement, with at least two of those visits occurring at the NEIS Participant's business premises, except where:

- A. the business is home based or mobile, in which case the Provider may agree with the NEIS Participant an alternative location at which to hold face to face meetings; or
- B. there are exceptional circumstances, for example when the business is located in an isolated area and Mentor visits are not practicable, in which case the Provider may negotiate an appropriate alternative mentoring plan with DEEWR; or
- C. the first Mentor Support visit undertaken pursuant to clause 2.5(h)(i) is conducted outside of the first five weeks of the first Financial Quarter after NEIS Commencement, the Provider may agree with the NEIS Participant to defer the first Financial Quarter Mentor Support visit until the fifth Financial Quarter after NEIS Commencement; and
  - (i) conducting Commercial Viability Assessments and External Income Tests.

2.6 The Provider must also:

- (a) coordinate the initial assessment of applications for Training and select Eligible Job Seekers for Training;
- (b) confirm that a person is an Eligible Job Seeker, in accordance with the Guidelines, including assisting each NAMA Job Seeker to complete a Household Income Test and assessing whether each NAMA Job Seeker has the capacity to be financially self sufficient for the period of the Training and NEIS Assistance, before:
  - (i) the Eligible Job Seeker commences the Training; and
  - (ii) assessing the NEIS business plan;
- (c) arrange for referral of Eligible Job Seekers to Training;
- (d) advise the relevant Job Network Member, in writing, before the commencement of Training for those Eligible Job Seekers selected for Training;
- (e) meet all costs associated with delivering Training including, but not limited to, any course materials, books, assistance with preparation of NEIS business plans and travel and accommodation expenses where Prospective Participants are required to travel significant distances or stay away from home;
- (f) tell the relevant Job Network Member, in writing, within 5 Business Days, if a Prospective Participant withdraws from Training;
- (g) tell the relevant Job Network Member and Centrelink, in writing, within 5 Business Days of a NEIS Participant commencing NEIS Assistance;
- (h) when requested by the relevant Job Network Member, tell the Job Network Member, in writing, within 5 Business Days, whether a NEIS Participant has operated their business in accordance with the NEIS business plan for a period of 13 weeks;

- (i) tell DEWR, in writing, within 5 Business Days, of a NEIS Participant's refusal to accept Mentor Support;
- (j) procure and collect Mentor reports from the NEIS Participant's Mentor on compliance with the NEIS Participant Agreement and on the progress of the business within 10 Business Days of each Mentor Support visit;
- (k) collect Financial Information relating to each NEIS business, from NEIS Participants within 10 Business Days after the completion of each Financial Quarter for the first year of business operation provided that the business has been operating for four weeks or more in that Financial Quarter;
- (l) tell DEWR, in writing, within 5 Business Days of any failure by NEIS Participants to submit their Financial Information in accordance with their NEIS Participant Agreement;
- (m) collect an Income Statement from each NEIS Participant and determine whether any NEIS Participants have failed the External Income Test within 10 Business Days after the completion of each Financial Quarter for the first year of business operation, provided that the business has been operating for four weeks or more in that Financial Quarter;
- (n) advise DEWR, in writing, within 5 Business Days of any failure by a NEIS Participant to submit their Income Statement in accordance with their NEIS Participant Agreement, or of the Provider becoming aware that a NEIS Participant's gross External Income had exceeded the External Income Test threshold;
- (o) within 20 Business Days after the completion of the second and third Financial Quarters, complete a viability test for every NEIS business and submit to DEWR a written Commercial Viability Assessment of those businesses whose cash flow is 25 per cent or more below the NEIS business plan forecast;
- (p) advise DEWR, in writing, immediately it appears to the Provider that a NEIS business is not Commercially Viable;
- (q) tell DEWR, in writing, within 5 Business Days of the Provider becoming aware of any change in the NEIS Participant's circumstances which may affect the NEIS Participant's entitlement to NEIS Assistance, and, where applicable, recommend the suspension, recommencement or termination of one or more of:
  - (i) the NEIS Participant's NEIS Participant Agreement;
  - (ii) the payment of the NEIS Participant's NEIS Allowance;
  - (iii) the NEIS Participant's NEIS Rental Assistance,
 in accordance with the Guidelines; and
- (r) ensure the timely entry of data into DEWR IT Systems in accordance with the Guidelines.



### **NEIS Advisory Committee**

- 2.7 The Provider may convene, at its expense, a NEIS Advisory Committee to assist in the examination and making of recommendations in relation to a Prospective Participant's NEIS business plans.

### **Advising of Review Rights**

- 2.8 Where the NEIS business plan of the Prospective Participant is rejected, the Provider must, within 10 Business Days of the decision:
- (a) advise the Prospective Participant, in writing, of the decision and the reasons for that decision; and
  - (b) advise Prospective Participants of their rights to have the decision reviewed.
- 2.8A Where a Prospective Participant requests the Provider to review a decision to reject a NEIS business plan, the Provider must have the decision reviewed by a person other than the original decision maker, and advise the Prospective Participant of the result of the review, in writing, and within 10 Business Days of receipt of the Prospective Participant's request.
- 2.8B If, after the independent review referred to at clause 2.8A, the Provider decides to reject a NEIS business plan, the Prospective Participant may request DEWR to review the Provider's decision. DEWR may, upon reviewing the decision, by notice in writing either:
- (a) if the Provider has not complied with the Guidelines, refer the decision back to the Provider with a direction to make the decision again in compliance with the Guidelines; or
  - (b) affirm the Provider's decision; or
  - (c) direct the Provider to approve the NEIS business plan.
- 2.8C DEWR may at any time, in its absolute discretion, by notice in writing:
- (a) direct the Provider to approve or reject a NEIS business plan;
  - (b) determine that the Provider is no longer authorised to approve NEIS business plans and resume the function of approving or rejecting NEIS business plans; or
  - (c) reinstate the Provider's authorisation to approve NEIS business plans;
- and, on receipt of such notice, the Provider must act immediately in accordance with any such notice.
- 2.8D If a determination is made in accordance with clause 2.8C(b), the Provider must upon receipt of the notification:
- (a) cease the process of approving NEIS business plans;
  - (b) continue to provide all other Services;
  - (c) assess all further NEIS business plans against the Business Eligibility Criteria and in accordance with the Guidelines, and submit to DEWR any NEIS business

plans that are being recommended for DEWR's approval within 5 Business Days of the decision to recommend that plan; and

- (d) tell Centrelink and the relevant Job Network Member, in writing, within 5 Business Days of those Prospective Participants whose NEIS business plans have not been recommended for DEWR approval.

2.8E Notwithstanding any other term in this Contract, DEWR may from time to time perform the function of approving particular classes of NEIS business plans, and will notify the Provider in writing of the classes of NEIS business plans that fall within the operation of this clause 2.8E.

2.9 The Provider must bear the full cost of the provision of the Services under this Contract.

### **3. CONFIDENTIALITY**

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3.1 The Provider must treat the following as confidential commercial information:

- (a) the business plans of Prospective Participants and related Material;
- (b) any information given to the Provider by NEIS Participants relating to their business, or for the purposes of participation in NEIS; and
- (c) any information collected in connection with the External Income Test.

3.2 The Provider must ensure that its employees, members of the NEIS Advisory Committee established in accordance with clause 2.7, and Mentors execute a Deed of Confidentiality which is in the form of Schedule C1 to this Part before they start work or provide Mentor support to NEIS Participants.

3.3 The Provider must ensure that any legal arrangement it enters into for the provision of services to fulfil the obligations of this Part C, contains requirements as to maintaining the confidentiality of:

- (a) the business plans of Prospective Participants and related Material;
- (b) any information given to the Provider by NEIS Participants relating to their business or for the purposes of participation in NEIS; and
- (c) any information collected in connection with the External Income Test.

3.4 Should the legal arrangement referred to above not contain such requirements, the Provider must obtain a Deed of Confidentiality which is in the form of Schedule C1 to this Part, from the supplier of the services.

In this subclause 'supplier' includes the supplier's employees, agents and sub-contractors.

### **4. FEES AND RECOVERY**

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4.1 DEWR will pay the Provider the NEIS Fees at the following times:

- (a) 80 per cent of the NEIS Fee following achievement of each NEIS Commencement; and
- (b) 20 per cent of the NEIS Fee following achievement of a Post-Programme Outcome;

where the Provider is recorded as the NEIS Provider on the NEIS Participant Agreement.

- 4.2 For those NEIS Participants whose home address postcode at the time the NEIS Participant Agreement is entered into falls within a Remote Area, the rate will be that shown as the Remote Labour Market Regions in Item C3.17 of Schedule C3. In all other cases, Fees will be paid at the rate shown as the Metro/Regional Labour Market Regions in Item C3.17 of Schedule C3.
- 4.3 The Provider must render a Tax Invoice detailing the amount of NEIS Fees claimable within 28 days of NEIS Commencements and Post-Programme Outcomes being recorded on DEWR IT Systems.
- 4.3A Subject to clause 4.3B, in addition to the NEIS Fees, DEWR will pay the Provider a Fee of \$250 for each NAMA Job Seeker in respect of whom the Provider has obtained and assessed a Household Income Test.
- 4.3B The Fee specified in clause 4.3A will not be payable by DEWR to the Provider if DEWR has already paid a fee to the Provider or another provider for an assessment of a Household Income Test for the NAMA Job Seeker that has occurred within 12 months prior to the current assessment of a Household Income Test for the NAMA Job Seeker.
- 4.4 DEWR will not make any payments for NEIS other than those set out in this clause 4 or at clause 6.3.

### **Recovery**

- 4.5 Where a NEIS Participant is overpaid NEIS Allowance or NEIS Rental Assistance as a result of the Provider's breach of contract, DEWR may recover from the Provider a sum equal to the amount of the overpayment that is attributable to the Provider's breach.
- 4.6 Where the Provider fails to provide the Services in accordance with the Contract, DEWR may recover from the Provider an amount of the NEIS Fee equal to the proportion of the Services that have not been provided as determined by DEWR.
- 4.7 DEEWR will not pay NEIS Fees for the provision of Services to a person in contravention of clause 2.3A.
- 4.8 If DEEWR determines that a Provider has provided Services to a person in contravention of clause 2.3A, DEEWR may recover as a debt from the Provider a sum equal to the NEIS Fees paid to the Provider for the provision of Services to that person.

## 5. MONITORING AND PERFORMANCE MANAGEMENT

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### 5.1 *For the purposes of clauses 1.1 and 18 of Part A, the KPIs for NEIS are:*

#### *KPI1: Efficiency / Utilisation*

- Number of actual NEIS Commencements achieved by the Provider in each Performance Period as a proportion of the number of NEIS Commencements which it was anticipated that the Provider would achieve for the relevant Performance Period.

The Provider is expected to achieve a target of 100% against this measure.

- Number of NEIS Participants who withdrew during NEIS Assistance and returned to income support as a proportion of the total of all NEIS Participants.

The Provider is expected to achieve a target of 0 per cent against this measure.

#### **KPI2: Effectiveness**

- Number of NEIS Participants who achieve Post-Programme Outcomes as a proportion of the total of all NEIS Participants exiting NEIS.

The Provider is expected to achieve a target of at least 80 per cent against this measure.

#### **KPI3: Quality**

DEWR satisfaction with the delivery of Services, including but not limited to:

- evidence of delivery of personalised services to Prospective Participants and NEIS Participants, through findings of Site visits, quality audit projects or other qualitative information;
- the number or type of serious Complaints, series of Complaints, and active management of Complaints, including assisting DEWR in negotiating Complaint resolution.

5.2 [Reserved]

5.3 Where, following a Performance Review, DEWR considers that the performance of the Provider warrants it, DEWR may, with the agreement of the Provider, vary the Provider's Total Places and Performance Period Places in one or more LMRs for all or part of the remaining Contract Period.

5.4 Where, in DEWR's view, the Provider's performance against this Contract is less than satisfactory, DEWR may:

- (a) reduce the Provider's Total Places and Performance Period Places in one or more LMRs for all or part of the remaining Contract Period; and/or
- (b) notify the Provider in writing that a failure to improve performance to DEWR's satisfaction within a period of time specified by DEWR, will allow DEWR to take the action specified in clause 5.5.

- 5.5 If, following a notification given under clause 5.4(b), the Provider's performance has not improved to the satisfaction of DEWR within the specified period of time, DEWR may, at its sole discretion, take any one or more of the following actions:
- (a) immediately terminate this Contract, without prejudice to any right of action or remedy which has accrued or which may accrue in favour of DEWR; or
  - (b) suspend referrals to the Provider in one or more LMRs until such time as the Provider's performance has improved to the satisfaction of DEWR; and/or
  - (c) reduce the Total Places and Performance Period Places in one or more LMRs for all or any part or parts of the remaining Contract Period; and/or
  - (d) reduce the amount of, or not pay the Fees payable under clause 4 of Part C of this Contract; or
  - (e) where DEWR has previously paid such Fees to the Provider:
    - (i) require the Provider to deliver the Services which have not been performed satisfactorily, to DEWR's satisfaction and without further Fees being paid for those Services; and/or
    - (ii) recover those Fees paid in relation to the Services which were not performed in accordance with the Contract as a debt from the Provider; and/or
    - (iii) offset those Fees as a debt in accordance with clause 9 of Part A of this Contract; and/or
    - (iv) defer payment of any future Fees payable to the Provider until the Services have been delivered in accordance with the Contract.

## **5A. INSURANCE**

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- 5A.1 The Provider must, for as long as any obligations remain in connection with this Part C, have and maintain the following insurance:
- (a) public liability insurance, in respect of all premises where the Services are being provided, for an amount of not less than \$10 million per claim; and
  - (b) permanent injury and death insurance coverage for an amount of not less than \$250,000 per claim that covers Prospective Participants and NEIS Participants while:
    - (i) on the Provider's premises;
    - (ii) undertaking employment activities that the Provider has directed them to do, including but not limited to, training, research into employment in local libraries and market research; and
    - (iii) travelling by the most direct route between:
      - (A) the Provider's premises and the Prospective Participant's or the NEIS Participant's home or Centrelink following referral;

- (B) the Provider's premises and job interviews; and
- (C) the Prospective Participant's or the NEIS Participant's home and job interviews, following referral by the Provider.

## **6. TRANSFER FROM ANOTHER PROVIDER**

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- 6.1 Where DEWR transfers an Eligible Job Seeker to the Provider from another provider, the Provider must provide those Services to the Eligible Job Seeker that were not provided by the other provider.
- 6.1A If the Provider was, prior to 1 July 2006, providing NEIS Services pursuant to the terms of the *Employment Services Contract 2003-2006* ('the original contract') and the original contract was not extended by DEWR, but the Provider has now been engaged pursuant to this Contract, if the Provider had not provided all of the Services to an Eligible Job Seeker under the original contract, the Provider must provide the remaining Services to the Eligible Job Seeker.
- 6.2 Subject to clause 6.3, the Provider will be entitled to Fees for providing Services to Eligible Job Seekers referred to in clauses 6.1 and 6.1A in accordance with clause 4.
- 6.3 Where the Eligible Job Seeker referred to in clauses 6.1 and 6.1A is a NEIS Participant, then the Provider will be entitled to only the following Fees:
  - (a) \$205 (including GST) per outstanding quarterly Mentor Support visit, as determined by DEWR in its sole discretion, per NEIS Participant; and
  - (b) a 20 per cent outcome Fee for each NEIS Participant who achieves a Post-Programme Outcome.
- 6.4 The Provider will render a Tax Invoice detailing the amount of NEIS Fee for Services claimable within 28 days of recording the provision of the Services on DEWR IT Systems.
- 6.5 Where DEEWR determines that a Provider has provided Services to a person in contravention of clause 2.3A, DEEWR may transfer the person to another provider of services.
- 6.6 The rights given to DEEWR under clause 6.5 are in addition to, and do not take away from, any rights that DEEWR may otherwise have under this Contract, at law, under statute or in equity.

## **7. CONTINUATION OF SERVICES AFTER SERVICE PERIOD**

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- 7.1 At the end of the Service Period, if a Provider is unsuccessful in obtaining a further contract to provide Services, if required by DEWR, the Provider must continue the provision of Services to existing NEIS Participants during the Transition Period until they complete their NEIS Participant Agreements.

## SCHEDULE C1 - DEED OF CONFIDENTIALITY

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- A. ....('the NEIS Provider') has entered an agreement with the Commonwealth of Australia ('the Commonwealth') to provide services under an Employment Services Agreement.
- B. I have agreed with the NEIS Provider to:
- (i) provide services in relation to NEIS under a contract ('the Sub-contract');
  - (ii) provide mentor support to NEIS participants; or
  - (iii) to participate as a member of a NEIS Advisory Committee under NEIS.
- (Strike out the inapplicable words.)*

NOW BY THIS DEED

I agree that:

1. **'Commonwealth Material'** means any material provided by the Commonwealth to me or the NEIS Provider or generated by the NEIS Provider for the purposes of the Contract, or which is copied or derived from Material so provided;
- 'Contract'** means the *Employment Services Contract 2006 - 2009* between the Commonwealth and the NEIS Provider;
- 'Confidential Information'** means information that:
- (a) is by its nature confidential;
  - (b) is designated by the Commonwealth as confidential; or
  - (c) I know or ought to know is confidential,
- and includes:
- (d) the business plans and related material of prospective participants in NEIS;
  - (e) any information relating to a NEIS participant's business, or provided by a NEIS participant for the purpose of their participation in NEIS; and
  - (f) any information collected in connection with the NEIS participant's income, except where that information referred to in clauses (a) to (f):
  - (g) is, or becomes public knowledge other than by breach of this deed;
  - (h) was already in my possession without any restrictions on disclosure; or
  - (i) has been independently developed or acquired by me;
- 'Contract Material'** means all Material which comes into being or is acquired for the purposes of performing the services under the Contract or the Sub-contract;
- 'Material'** includes documents, equipment, software, goods, information and data stored by any means;

'NEIS' means the New Enterprise Incentive Scheme; and

'Personal Information' means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

2. I will not disclose Confidential Information or other Personal Information about NEIS participants or prospective participants in NEIS or contained in Commonwealth Material or Contract Material, unless the disclosure is:
  - (a) approved in writing by the Commonwealth;
  - (b) is authorised or required by law;
  - (c) approved in writing by the person to whom the information relates; or
  - (d) requested by a Committee of the Parliament of the Commonwealth of Australia.
3. I will not use Confidential Information, except for the purposes of:
  - (a) providing services under the Sub-contract;
  - (b) providing mentor support to a NEIS participant; or
  - (c) acting as a member of a NEIS Advisory Committee:  
*(Strike out the inapplicable words.)*and I will only use the information in accordance with the above clauses in relation to the participant to whom the Confidential Information relates.
4. I will, within five business days of a written request from the NEIS Provider, deliver to the NEIS Provider, all records containing Confidential Information in my possession or that of my employees, agents or Sub-contractors without retaining any copy, summary, or extract of that information on any storage medium.
5. I will continue to be bound by this deed until all Confidential Information has become available to and known to the public other than through an act or omission by me in breach of this deed.
6. I am aware of and will comply with the Information Privacy Principles set out in section 14 of the *Privacy Act 1988* and the policy guidelines issued by the Commonwealth Privacy Commissioner. I will comply with inquiries from the Privacy Commissioner and reasonable directions from the Commonwealth relating to breaches of the Information Privacy Principles.
7. I agree not to engage in an act or practice that would breach the *Privacy Amendment (Private Sector) Act 2000*. This includes but is not limited to:
  - (a) an act or practice that would be a breach of a National Privacy Principle where applicable (or an approved privacy code) and in particular National Privacy Principles 7 to 10; and



- (b) using or disclosing any Personal Information obtained in the performance of my obligations to which this Deed relates, for direct marketing purposes.
- 8. I will obtain from my employees, agents and Sub-contractors to whom Confidential Information or Personal Information about NEIS participants or prospective participants is disclosed, a written agreement to be bound by the terms of clauses 1 to 7 inclusive of this Deed.

THIS DEED WAS EXECUTED ON THE DATE APPEARING BELOW

---

**SIGNED, SEALED AND DELIVERED**

by .....

*(Printed name of person signing deed)*

.....

*(Signature)*

On the ..... day of .....200\_\_

In the presence of

by .....

*(Printed name of witness)*

.....

*(Signature)*



## SCHEDULE C2 – NEIS SERVICE GUARANTEE

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### SERVICE GUARANTEE

#### Your New Enterprise Incentive Scheme (NEIS) Service Guarantee

You are guaranteed to receive a high standard of personalised and professional service from your NEIS Provider. These services will take into account your background, circumstances, needs and skills.

Your NEIS Provider will assess your business idea and, if it has potential, will guide you in applying for NEIS.

If your business idea is approved, your NEIS Provider will, for the period of your NEIS Participant Agreement, help and support you to establish your business and become self-supporting and independent.

**At all times your NEIS Provider will answer your questions promptly and handle your personal and business information in a confidential, sensitive and secure manner.**

#### Initial service

Prior to your enrolment in NEIS, you can expect your NEIS Provider to:

- tell you about the services available under the NEIS programme;
- assist mature age non-allowee clients to develop a household income test;
- assess your eligibility for NEIS, including assessing household income tests for mature age non-allowee clients;
- assess the potential viability of your business idea;
- tell you if you are eligible before you begin training; and
- tell you about your rights and responsibilities.

If selected for NEIS Training, you will receive:

- training (Certificate IV in Business - Small Business Management) delivered by a Registered Training Organisation using appropriately qualified trainers and assessors;
- prior learning exemptions if you have relevant prior training and experience; and
- help to develop your business plan.

You can expect your NEIS Provider to:

- consider your business plan fairly and equitably;
- advise you whether your business plan has been approved or not; and if not, your avenues for seeking a review of that decision;
- explain your obligations whilst receiving NEIS Assistance, if your business plan is approved and you would like to begin establishing your business; and

- arrange for the lodgement of the NEIS Participant Agreement and other supporting documents with DEWR.

### **Keep in Contact**

Your NEIS Provider is there to help you whilst you establish your new business.

They will:

- maintain regular contact with you, at least monthly; and
- provide a minimum of five mentor support visits, as outlined in the NEIS Participant Agreement.

### **See how your NEIS business is doing**

You can expect your NEIS Provider to:

- provide business guidance and counselling - where specialist business advice is necessary, your NEIS Provider will advise you about specialist business professionals you could consult (at your expense);
- collect from you, financial information relating to your business;
- assess the commercial viability of your business at set points throughout the year;
- discuss your options if they feel your business may not be viable; and
- notify DEWR of their assessment of your business viability and future.

If your business is assessed as being not commercially viable, your NEIS Provider will recommend to DEWR that your NEIS Assistance be ceased.

### **Help with NEIS Allowance arrangements**

Your NEIS Provider will collect from you information about any income that you receive from outside your business. If this income (eg from investments or other work) is greater than the set threshold, your NEIS Provider will tell you and advise DEWR as necessary. Receiving income from sources other than your business may affect the amount of NEIS Allowance you are eligible for.

If you have any questions about your NEIS Allowance, please contact your NEIS Provider.

### **Liaison with DEWR**

Your NEIS Provider will undertake most of the contact with DEWR on your behalf. They are required to inform DEWR in a timely way if:

- your circumstances change which may affect your ongoing eligibility for NEIS Assistance;
- you refuse mentoring support during your NEIS Assistance period;
- you fail to submit the required business financial information and income statement;
- you exceed the relevant external income test threshold; or

- your business appears to no longer be eligible for NEIS Assistance.

Your NEIS Provider should advise you about the *Code of Practice* which tells you how they will deliver services to you. A copy of this Code is available from your NEIS Provider.



## SCHEDULE C3 – CONTRACT AND BUSINESS DETAILS

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This schedule provides specific DEWR, Provider and business details pursuant to Part A and the relevant Specific Conditions of this Contract. When completed for an individual Provider it is included with the relevant executed Employment Services Contract Particulars.



Disclaimer: This document is a sample copy of the Employment Services Contract 2006-2009. This copy is provided only for your information and as a guide. If you have entered into a contract with the Commonwealth, you must rely on the original signed contract and any contract variations you have entered into. You should seek your own legal advice, if required. While DEWR has exercised reasonable care in publishing this document, DEWR makes no representation, express or implied, as to the accuracy of the document or the applicability of the document to you or your circumstances. You should note that you may or may not have executed the contract, or any subsequent contract variations to it, in the particular form expressed in this document. The Commonwealth accepts no liability for any use of this document or any reliance placed on it.

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**General Contract Variation 3 - Commencement 31 August 2007**

**General Contract Variation 4 – Commencement 30 June 2008**



# EMPLOYMENT SERVICES CONTRACT 2006–2009

## PART D—SPECIFIC CONDITIONS

for

Harvest Labour Services

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1. INTERPRETATION
2. SERVICE PERIOD
3. GUIDELINES
4. SERVICES
5. FEES
6. INSURANCE
7. REPORTS
8. KPI FRAMEWORK AND PERFORMANCE MANAGEMENT

**SCHEDULE D1 SERVICE GUARANTEE FOR GROWERS AND JOB SEEKERS**

**SCHEDULE D2 CONTRACT AND BUSINESS DETAILS**

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## 1. INTERPRETATION

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### Application of Part A

**1.1** *Unless otherwise expressly stated, this Part D shall be read having regard to the provisions of Part A.*

**1.2** *Unless otherwise expressly stated:*

- (a) **the definitions set out in clause 1 of Part A apply to the interpretation of this Part D and any schedules and attachments to this Part D; and**
- (b) **the definitions set out in clause 1.3 below apply only to the interpretation of this Part D and any schedules and attachments to this Part D.**

### *Interpretation*

**1.3** *In this Part D, unless otherwise expressly stated*

- (a) **'Account Manager'** means the person for the time being holding, occupying or performing the duties of the position as described at Item D2.1 of Schedule D2.
- (a)(i) **'Anticipated Placement'** means the number of Placements which a Provider must aim to achieve within a Performance Period, and as set out at item D2.18 of Schedule D2.
- (b) **'Contact Person'** means the person for the time being holding, occupying or performing the duties of the position as described at Item D2.2 of Schedule D2.
- (c) **'Employers'** means primary producers within the Harvest Area, their representative organisations, and the contractors that primary producers have engaged for the provision of harvest work;
- (d) **'Final Report'** means a Report referred to in clause 7.1 which requires the Provider to report on:
  - (i) a review and analysis of the harvest;
  - (ii) vacancy lodgement details;
  - (iii) Placement details;
  - (iv) Employer feedback;
  - (v) issues of concern;

- (vi) the number of Participants who, when they achieved a Placement, were receiving Unemployment Allowance;
  - (vii) total number of Placements; and
  - (viii) an itemised breakdown of the expenditure of Service Fees paid to the Provider;
- (e) **‘Harvest Area’** means the Harvest Area described at Item D2.11 of Schedule D2;
- (f) **‘Harvest Period’** means the Harvest Period described in Item D2.17 of Schedule D2;
- (g) **‘Harvest Placement Service’** means those Services described in clause 4.3;
- (g)(i) **‘Harvest Vacancy’** means a vacancy that:
- (a) involves harvest seasonal work;
  - (b) occurs during the Harvest Period;
  - (c) does not contravene Commonwealth, State or Territory legislation;
  - (d) provides terms and conditions of employment which are consistent with the relevant workplace relations laws, or any instrument made under such laws, and occupational health and safety laws, or any instrument made under such laws; and
  - (e) as otherwise described in the Guidelines;
- (g)(ii) **‘Job Placement Licence’** means the Job Placement Licence 2006-2009, a contract administered by DEWR;
- (h) **‘JobSearch Harvest Trail Website’** means the website hosted by DEWR which provides information on harvest work;
- (i) **‘National Harvest Labour Information Services’** means the body which coordinates and disseminates harvest labour information:
- (i) through the JobSearch Harvest Trail website;
  - (ii) through a national telephone information service; and
  - (iii) through the provision of a national harvest guide and other information;

- (j) **'Other Harvest Labour Services'** means those Services listed in clause 4.4;
- (k) **'Participant'** means a person who is not prohibited by law from working in Australia;
- (l) **'Placement'** means the commencement of a Participant in a Harvest Vacancy. **'Place'** **'Places'** and **'Placed'** have corresponding meanings;
- (ll) **'Placement Fee'** means the Fee the Provider may claim in accordance with clause 5.3 after the Provider has recorded a Placement on DEWR IT Systems;
- (m) **'Quarterly Report'** means a Report referred to in clause 7.1 which requires the Provider to report on:
- (i) marketing and promotional activities, including steps taken to attract local and out of area Participants including those on Unemployment Allowance;
  - (ii) liaison with Employers and their representative organisations;
  - (iii) details of methods used to canvass vacancies;
  - (iv) actual and projected vacancies and Placement, and details on how this information is being managed, recorded and circulated;
  - (v) movement of Participants into the Harvest Area;
  - (vi) Placements achieved including showing the number of Participants on Unemployment Allowance;
  - (vii) the flow of information to and from the National Harvest Labour Information Service;
  - (viii) other issues and concerns arising out of the harvest activity; and
  - (ix) an itemised breakdown of expenditure of Service Fees paid to the Provider;
- (n)(i) **'Registered Job Seeker'** means a Participant who is identified on DEWR IT Systems as being:
- (a) a Fully Job Network Eligible Job Seeker; or
  - (b) a Job Search Support Only Job Seeker;

(o) 'Service Fee' means those fees the Provider may claim in accordance with clause 5.6, in respect of the provision of Other Labour Harvest Services;

(p) 1.3(p) [RESERVED]

(q) 1.3(q) [RESERVED]

## **2. SERVICE PERIOD**

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- 2.1 The Service Period for these Specific Conditions, for each year of the Contract, is the Harvest Period.
- 2.2 Where the Provider is contracted to provide the Services during a Harvest Period which has a completion date after 30 June 2009, the Provider must complete the provision of the Services under the terms and conditions of this Contract.
- 2.3 For the purposes of clause 1.1 of Part A, there is no Transition Period for these Specific Conditions.
- 2.4 Where, in DEWR's opinion, the start or finish dates for the Harvest Period for a particular year will change, or have changed, due to reasons beyond the Provider's control, DEWR may, in its absolute discretion, by written notice to the Provider, vary each of those dates, by a period of up to 3 weeks.

## **3. GUIDELINES**

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- 3.1** *DEWR may issue guidelines for Providers, including by way of directions or bulletins, from time to time. These documents singly and together and as amended or in force from time to time form the Guidelines as defined in Part A, and accordingly form part of this Contract.*

#### **4. SERVICES**

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- 4.1 The Provider must provide the Services described in this clause 4 to Participants and Employers:
- (a) in the Harvest Areas;
  - (b) from the Sites set out in item D2.13 of Schedule D2 and in accordance with the requirements set out in Items D2.14 and D2.15 and of Schedule D2;
  - (c) for all crops in the Harvest Areas, and in particular, the main crops specified in item D2.12 of Schedule D2.
- 4.2 The Provider must provide a Service consisting of both Harvest Placement Services and Other Harvest Labour Services, being a Service by which the Provider Places Participants into harvest work with Employers, being work that includes, but is not limited to:
- (a) harvesting, cleaning and packing fruit and vegetables;
  - (b) harvesting cereals and other crops;
  - (c) pruning and trimming vines and fruit trees;
  - (d) thinning and trimming flowers;
  - (e) chipping and weeding;
  - (f) operating harvesting equipment; and
  - (g) other like activities.
- 4.3 The Provider must provide a Harvest Placement Service during the Harvest Period, which involves supplying the labour necessary to meet the seasonal harvest requirements of Employers by:
- (a) obtaining Harvest Vacancies from Employers and lodging those Harvest Vacancies on DEWR IT Systems;
  - (b) ensuring that each Harvest Vacancy is lodged on DEWR IT Systems as soon as possible after the Provider receives the Harvest Vacancy;
  - (c) maintaining up to date information on the Harvest Vacancies lodged under subclause 4.3(b);

- (d) only referring Participants to Employers who are suitable for the Employers' requirements;
- (e) in accordance with procedures that may be described in Guidelines, confirming with Employers the achievement of each Placement;
- (f) in accordance with clause 7.4 Part A, and in accordance with procedures that may be described in Guidelines:
  - i. obtaining from Employers, and keeping by way of evidence for a period of at least 12 months, the names of each Participant who achieved a Placement; and
  - ii. obtaining and keeping any additional evidence relating to Placements as may be required by DEWR from time to time;
- (g) ensuring that as each Placement is confirmed with an Employer, that each Placement is recorded on DEWR IT Systems within 28 days of that occurrence, in a manner as may be required by DEWR from time to time; and
- (h) ensuring that Harvest Vacancies that are no longer available to Participants are removed within 24 hours of the Provider being notified.

4.4 The Provider must provide Other Harvest Labour Services by:

- (a) maintaining a presence in the Harvest Area throughout each year of the Contract to ensure ongoing liaison with Employers and timely delivery of the Services;
- (b) occupying and maintaining throughout the entire Harvest Period, at each Site, suitable premises for the delivery of the Services;
- (c) promoting and marketing Harvest Placement Services and Other Harvest Labour Services within, and outside the Harvest Area;
- (d) mobilising Participants from locations outside the Harvest Area for the purpose of ensuring there are sufficient numbers of Participants available to meet the labour requirements of Employers;
- (e) liaising with Employers for the purpose of determining how the Provider will assist Employers with their harvest labour requirements before and throughout the Harvest Period;
- (f) providing information to Participants about:
  - (i) accommodation and transport; and

- (ii) the conditions of employment for harvest labourers; and
  - (g) anticipating prior to the commencement of the Harvest Period when labour shortages may occur, providing information to Employers on why there may have been a labour shortage, and liaising with Employers for the purpose of developing strategies to overcome labour shortages.
- 4.5 The Provider must not mobilise into the Harvest Area more Participants than are reasonably necessary to meet the labour requirements of Employers, but must ensure a satisfactory and timely supply of labour to be available when harvest work commences.
- 4.6 The Provider must provide accurate and timely information to the National Harvest Labour Information Service and the JobSearch Harvest Trail Website, as requested by the National Harvest Labour Information Service.

## **5. FEES**

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- 5.1 Subject to clause 7 of Part A, the Provider may claim payment of:
- (a) Placement Fees; and
  - (b) Service Fees.
- 5.2 The amount of the Placement Fee that the Provider may claim in respect of each Placement, is set out at item D2.19 of Schedule D2.
- 5.3 The Provider may claim payment of Placement Fees during the Harvest Period, at fortnightly intervals, in respect of each Participant Placed into Harvest Vacancies in each preceding fortnight, up to 15% above the number of places specified at item D2.18 of Schedule D2, and DEWR will pay the Placement Fees provided:
- (a) DEWR has received a properly rendered Tax Invoice submitted on DEWR IT Systems, or as otherwise required by DEWR, for each Fee so claimed;
  - (b) the Provider has met all of its obligations under these Specific Conditions, to DEWR satisfaction; and
  - (c) DEWR is satisfied with the Provider's performance under this Contract.
- 5.4 [RESERVED]



- 5.4A [RESERVED]
- 5.5 The Service Fee is specified at item D2.21 of Schedule D2.
- 5.6 Subject to clause 5.7, the first payment of the Service Fee may be claimed by the Provider on 1 July 2006 (or if the Contract was not executed by that date, immediately after execution), and the second and subsequent payments of the Service Fee may be claimed after the completion of each consecutive 3 month period immediately following 1 July 2006.
- 5.7 DEWR will pay the Service Fees claimed in accordance with clause 5.6, provided:
- (a) DEWR has received a properly rendered Tax Invoice submitted on DEWR IT Systems, or as otherwise required by DEWR, for each Fee so claimed;
  - (b) DEWR has received either a Quarterly Report or a Final Report (as appropriate) in a form that is acceptable to DEWR;
  - (c) the Provider has met all of its obligations under these Specific Conditions, to DEWR's satisfaction; and
  - (d) DEWR is satisfied with the Provider's performance under this Contract.
- 5.8 Where the number of Placements achieved by the Provider in a Harvest Area in any year of the Contract is less than 50% of the Anticipated Placements, and DEWR determines, that for the remaining term of the Contract, the number of Placements achieved by the Provider will be less than 50% of the Anticipated Placements, DEWR may, in its absolute discretion:
- (a) by written notice to the Provider, reduce the amount of the Service Fee that will be paid for the remaining term of the Contract, by an amount that is proportional to the expected decrease in the Provider's overhead costs; or
  - (b) take action under the following Part A clauses:
    - iii. clause 36 [Remedies]; or
    - iv. immediately terminate this Contract without the need to provide notice to the Provider and clauses 38.2 and 38.3 apply, as if the Contract was terminated under clause 38 [Termination for Default].
- 5.9 If DEWR decides to adjust the amount of the Service Fee in accordance with clause 5.8, it will not make a corresponding adjustment to the total Placement Fees described in clause 5.4.

- 5.10 Should the Provider disagree with a decision by DEWR to reduce the amount of the Service Fee in accordance with clause 5.8, and if the Provider provides evidence sufficient to convince DEWR that its decision was incorrect, DEWR may, after considering such evidence, decide to readjust the Service Fee accordingly.
- 5.11 DEWR will not make any payments under these Specific Conditions other than those payments set out in this clause 5.
- 5.12 DEWR will not make payments of Placement Fees, for Placements that have occurred outside the Harvest Period.
- 5.13 If the Provider is also a Job Placement Organisation, the Provider must not claim Fees under their Job Placement Licence in respect of Participants Placed into harvest vacancies during the Harvest Period.
- 5.13A DEWR will not make payments of Placement Fees, for Placements of Participants who are Registered Job Seekers, where they are Placed with Employers who have a Job Placement Licence.
- 5.14 Subject to clause 5.15, the Provider may claim no more than one Placement Fee, for a Participant who is Placed with the same Employer, in the same Harvest Area, and during the same Harvest Period, for which the first Placement Fee was claimed.
- 5.15 If the Harvest Period is for a period of 12 months, the Provider may claim up to two Placement Fees, for a Participant who is Placed more than once with same Employer, in the same Harvest Area, and the same Harvest Period, provided each Placement has occurred at least 6 months apart.
- 5.16 The Provider may claim no more than two Placement Fees in a particular 7 day period, for a Participant who is Placed with different Employers during that same period.
- 5.17 The details of the bank account to which DEWR will make payments, are set out at item D2.6 of Schedule D2.
- 5.18 If the number of Placements that have been achieved, or that will be achieved by the Provider will vary by more than 15% from the Anticipated Placements, the Provider may request a variation to the number of Placements specified at Item D2.18 of Schedule D2, and DEWR may:
- (a) agree to vary the number so specified at Item D2.18 of Schedule D2; and
  - (b) make a corresponding adjustment to the Service Fee specified at Item D2.21 of Schedule D2.

## 6. INSURANCE

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**6.1** *As required by clause 29 of Part A, the Provider must for as long as any obligations remain in connection with these Specific Conditions, at its cost, effect and maintain, or cause to be effected and maintained, and must require all of its subcontractors to maintain, including but not limited to the following insurances:*

(a) public liability insurance, written on an occurrence basis, with a limit of indemnity of at least **\$10 million** in respect of any one occurrence which covers:

- (i) the Provider's liability and the liability of its employees (including to DEWR and to the Participants); and
- (ii) the vicarious liability of DEWR in respect of the acts or omissions of the Provider;

in respect of:

- (iii) loss of, damage to, or loss of use of any real or personal property (including property of DEWR in the care, custody or control of the Provider); and
- (iv) the bodily injury of, disease or illness (including mental illness) to, or death of, any person;

arising out of or in connection with the Provider's performance of the Services under these Specific Conditions;

(b) insurance against any injury, damage, expense, loss or liability suffered or incurred by any person engaged in work by the Provider under this Contract including employees, subcontractors and consultants, and, if applicable, Participants engaged in work, or their dependents:

- (i) giving rise to a claim:
  - (A) under any statute relating to workers' or accident compensation; and
  - (B) where common law claims are not fully covered by the statutory scheme referred to at (A) above, for employer's liability at common law with a limit of indemnity of not less than **\$50 million** for any one event;

- (ii) in each State or Territory where the Provider's employees normally reside or where their contract of employment was made or where the Services are provided; and
  - (iii) where possible under the relevant law or scheme governing workers compensation insurance and in respect of all employers' liability policies, extending to indemnify DEWR for its liability as principal in relation to any claim by an employee of the Provider or a Participant;
- (c) for any motor vehicle used in the performance of the Contract or any Services, insurance for not less than **\$20 million** for any occurrence which covers:
- (i) third party property damage arising from the use of any plant or vehicles (registered or unregistered) used in respect of the performance of the Services pursuant to the Contract (including transporting Participants); and
  - (ii) the personal injury of, disease or illness (including mental illness) to, or death of, any person arising from the use of any unregistered plant or vehicles used in or in connection with the performance of the Services pursuant to the Contract (including transporting Participants);
- (d) compulsory third party motor vehicle insurance in respect of all registered vehicles used in the performance of the Services (including transporting of Participants in employee's vehicles);
- (e) all risks property insurance for all premises owned by the Provider and all plant and equipment of the Provider material to the Provider's ability to perform the Services and its obligations under the Contract and Commonwealth property in its care, custody or control (to the extent the Provider's liability for loss or damage to such other property is not insured under the insurance referred to in clause 6.1(a)) against the risks of loss, damage or destruction by all insurable risks for their full replacement and reinstatement value and business interruption for loss of profit and increased cost of working based on 26 weeks interruption. This insurance and endorsements (with the exception of limits of liability) must name the Commonwealth and the Provider as insureds for their respective rights and interests; and
- (f) personal accident insurance providing benefits of up to **\$250,000** for any one claim for accidental injury or death and covering each Participant when he or she is:

- (i) travelling directly to and from training and his or her residence, where that training is provided by the Provider;
- (ii) on, or travelling between, the Provider's Sites;
- (iii) at any training provided by the Provider.

## **7. REPORTS**

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7.1 The Provider must provide DEWR with:

- (a) a Quarterly Report within 15 Business Days of the following dates for each year of the Contract:
  - (i) 31 March;
  - (ii) 30 September; and
  - (iii) 31 December; and
- (b) a Final Report within 15 Business Days of 30 June for each year that this Contract is in operation.

## **8. KPI FRAMEWORK AND PERFORMANCE MANAGEMENT**

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8.1 For the purposes of clauses 1.1 and 4 of Part A, the Service Guarantee for Harvest Labour Services is at Schedule D1.

8.2 For the purposes of clause 1.1, 3.2 and 18 of Part A, the KPIs for Harvest Labour Services are set out in clauses 8.3 to 8.5 below.

8.3 KPI 1: Effectiveness

Evaluating the number of Placements in the Harvest Period, against the numbers set out in item D2.18 of Schedule D2.

8.4 KPI 2: Efficiency

Evaluating the percentage of Placements within the Harvest Period who are Participants in receipt of an Unemployment Allowance and have a Job Seeker Identification Number (JS ID).

8.5 ***KPI 3: Quality***

***The extent to which the Provider offers a service to Employers and Participants that complies with the Contract and is in accordance with the Code of Practice and the Service Guarantee. This will be assessed against***

***DEWR's satisfaction with the delivery of Services including but not limited to:***

- Evidence of delivery of personalised services to Participants and Employers and their satisfaction; and
- Number/type of serious Complaints, series of Complaints and active management of Complaints, including assisting DEWR in negotiating Complaint resolution.

- 8.6 The Provider must meet any Performance Benchmarks specified by DEWR.
- 8.7 The performance of the Provider will be formally assessed against the KPIs and other measures in accordance with clause 18 of Part A.
- 8.8 [RESERVED]
- 8.9 In the event that DEWR terminates any part of the Contract relating to the provision of any Services not described in these Specific Conditions, DEWR may, in accordance with clause 37 of Part A, in its absolute discretion, also terminate that part of the Contract relating to the provision of Services specified in these Specific Conditions.

## **SCHEDULE D1 — SERVICE GUARANTEE FOR GROWERS AND JOB SEEKERS**

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Your Harvest Labour Services provider is engaged by the Commonwealth Department of Employment and Workplace Relations (DEWR). You are guaranteed to receive a high standard of professional service from your Harvest Labour Services provider.

The services that you receive from your Harvest Labour Services provider will be sensitive to your circumstances and cultural background, as well as tailored both to your needs and to the placement opportunities available.

Growers can expect your Harvest Labour Services provider to:

- maintain a presence in the harvest area throughout each year of the contract to ensure ongoing liaison with growers and grower associations
- liaise with you to support your labour needs before and throughout the harvest period
- promote and market Harvest Labour Services within and outside the harvest area in order to attract eligible job seekers
- lodge your harvest vacancies on DEWR's IT systems as soon as possible after receiving them
- refer job seekers who are suitable for your needs
- provide information to you on why there may have been a shortage of eligible job seekers and liaise with you for the purpose of developing strategies to overcome labour shortages

Eligible job seekers will receive the following services:

- information about harvest vacancies and the terms and conditions of employment for harvest work
- information about accommodation and transport for harvesting activities
- refer you to harvest vacancies where there is a safe system of work in place

Your Harvest Labour Services provider is responsible for providing this guaranteed level of service.

If you are not satisfied with the service you have received from your Harvest Labour Services provider, you should raise this with them first - ask to speak with the manager.

If you are still not satisfied, you should call the Customer Service Line on freecall 1800 805 260.

You will speak to a Customer Service Officer from DEWR in the capital city of the State or Territory you are calling from. DEWR is responsible for monitoring your Harvest Labour Services provider. They will endeavour to resolve your concerns quickly, fairly & sensitively.

Your Harvest Labour Services provider should advise you about the Employment Services Code of Practice which tells you how they will deliver services to you. A copy of the Code is available from your Harvest Labour Services provider.



## SCHEDULE D2 – CONTRACT AND BUSINESS DETAILS

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This schedule provides specific DEWR, Provider and business details pursuant to Part A and the relevant Specific Conditions of this Contract. When completed for an individual Provider it is included with the relevant executed Employment Services Contract Particulars.

Disclaimer: This document is a sample copy of the Employment Services Contract 2006-2009. This copy is provided only for your information and as a guide. If you have entered into a contract with the Commonwealth, you must rely on the original signed contract and any contract variations you have entered into. You should seek your own legal advice, if required. While DEEWR has exercised reasonable care in publishing this document, DEEWR makes no representation, express or implied, as to the accuracy of the document or the applicability of the document to you or your circumstances. You should note that you may or may not have executed the contract, or any subsequent contract variations to it, in the particular form expressed in this document. The Commonwealth accepts no liability for any use of this document or any reliance placed on it.

All references to the former DEWR have been replaced with DEEWR throughout this Contract as per the changes made in the General Contract Variation 4 and should be read as such in this Contract.



# EMPLOYMENT SERVICES CONTRACT 2006–2009

## PART E—SPECIFIC CONDITIONS

for

### Community Work Coordinator (CWC) Services

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| 15. COMMUNITY WORK                                |  |
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## 51. INTERPRETATION

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(a) Application of Part A of this Contract

51.2 The General Conditions set out in Part A of the Services Agreement between DEEWR and the Provider apply to the interpretation of this Part E.

(a) Rules of Interpretation

51.3 Unless otherwise specified:

(a) all references to clauses in this Part are references to clauses in this Part E; and

(b) all references to Schedules are to Schedules to this Part E.

(c) Interpretation

51.4 In this Part E, unless a contrary intention appears:

**Activity** means both a Work for the Dole Activity and a Community Work Placement;

**Activity Lodgement Form** means a form located within DEEWR IT Systems, on which the Provider records the details of all proposed Work for the Dole Activities, whether approved, pending or rejected. For Activities that have been approved by the Provider, the Activity Lodgement Form must include an Approved Budget and an Assets Disposal Plan;

**Activity Place** means a place on a Work for the Dole Activity that is available to be filled or has been filled by a Work for the Dole Participant;

**Additional Places** means an additional number of Work for the Dole Places that may be allocated to the Provider part way through a Performance Period when the requirements of clause 59.19 are met;

**Allocated Places** refers to the number of Work for the Dole Places allocated to the Provider at the start of each Performance Period;

**Ancillary Payment** means a discretionary payment of Fees by DEEWR to the Provider;

**Approved Budget** means the budget for a Work for the Dole Activity set out as required in the Activity Lodgement Form and approved in accordance with this Contract and the Guidelines. The Approved Budget identifies separately Participant costs and project costs;

**Approved Volunteer Organisation** means an organisation that is community based and not-for-profit and is approved by Centrelink or DEEWR. An Approved Volunteer Organisation may be sourced via a Volunteer Resource Centre in the ESA, listed on the Australian Volunteer website: [www.volunteersearch.gov.au](http://www.volunteersearch.gov.au); or, on the GoVolunteer website: [www.govolunteer.com.au](http://www.govolunteer.com.au). In all cases, an Approved Volunteer Organisation must have signed a Volunteer Organisation Form;

**Asset** means any item of tangible property, purchased, leased, created or otherwise brought into existence either wholly or in part with the use of Funds, which has a value equal to or greater than \$1000, but does not include Contract Material;

**Assets Disposal Plan** means the plan for the disposal of each Asset developed under clause 74.4;

**Average WEF** means the amount per Work for the Dole Place specified in Schedule E4 [Contract and Business Details];

**Brokered Activity** means a Work for the Dole Activity in which:

Participants may be placed at multiple sites with a Host Organisation and/or with multiple Host Organisations;

- (a) the Sponsor Organisation (whether the Provider or another organisation) continues to carry out the functions of a Sponsor Organisation; and
- (b) there is in place an agreement between the Host Organisation and the Sponsor Organisation, or the Host and the Provider, under which the Host agrees to provide a work experience placement;

**Child** means any person under the age of 18 years;

**Commencement** means that a Participant has started participating in an Activity, and Commence and Commenced have corresponding meanings;

**Community Work** means the Australian Government Community Work programme administered by DEEWR;

**Community Work Coordinator Services** means the services relating to Work for the Dole and Community Work described in this Part E, and Services has the same meaning;

**Community Work Costs** means incidental costs of up to \$220 per Participant, that may be expended by the Provider, including on the reasonable request of a Participant, on matters identified as appropriate in the Guidelines, and paid to the Provider by DEEWR on a reimbursement basis;

**Community Work Fees** means the Fees payable under clause 69.6 by DEEWR to the Provider for the placement of each Participant into a Community Work Placement;

**Community Work Placement** means a period of unpaid work experience with an Approved Volunteer Organisation that contributes to the community, and helps the Participant to build their skills and helps get them ready for paid work. People can meet their Mutual Obligation requirement by electing to undertake approved Community Work;

**Complaint** has the meaning given in Part A, save that the Parties agree that Sponsor Organisations and Host Organisations, and potential Sponsors and Hosts, are also to be taken to be included as subjects of the definition of Complaint in clause 1.1 of Part A and, consequently, that Sponsor Organisations and Host Organisations are to also be the subject of the Complaints process under clause 32 of Part A;

**Delegate** means a person engaged by the Provider to perform functions or to provide services under this Contract who is a Delegate of the Secretary with respect to the

*Social Security Act 1991(Cth) and/or the Social Security Administration Act 1999(Cth);*

**DEEWR Customer Service Line** has the meaning given in Part A, save that the Parties agree that Sponsor Organisations and Host Organisations are also to be taken to be potential users of that Service Line and, consequently, that Sponsor Organisations and Host Organisations are to also be the subject of the Provider's warranty under clause 32.2 of Part A;

**Drought Force Activity** means a new or existing Work for the Dole Activity in an area declared as 'Exceptional Circumstance' or 'EC' by the Australian Government, or in other areas as agreed in writing by the Department, and which is approved as a Drought Force Activity by the Provider in accordance with the Guidelines;

**Drought Force Fee** means a Fee payable in accordance with clause 69.5 by DEEWR, to the Provider, for each Activity Place made available for a Drought Force Activity;

**Electronic Diary** means the system used by Centrelink and contracted employment service providers for the referral of eligible Participants to the Provider, and used by the Provider to make and manage a Participant's appointments;

**Equitable Distribution** means the referral of Participants to Community Work Coordinator Service providers on an equitable basis, based on the market share of the contracted providers in an ESA;

**Excess Work for the Dole Participant Costs** means Work for the Dole Participant costs incurred as a result of Commencements on Work for the Dole Activities that are in excess of the number of Activity Places specified for those Work for the Dole Activities;

**Externally Sponsored Activity** means a Work for the Dole Activity, in which the role of Sponsor Organisation is not fulfilled by the Provider or a Related Entity of the Provider;

**Full-time Work for the Dole Participant** means a Participant who has a Participation Requirement of 1,100 hours over ten months. For all purposes of this Contract, except for the application of the principle of Equitable Distribution, they will be equal to 2.5 Work for the Dole Places;

**Guidelines** has the meaning given in clause 54.1;

**Host Organisation** means an organisation that provides work experience to Participants pursuant to an arrangement with a Sponsor Organisation, and Host and Hosts have corresponding meanings;

**Internally Sponsored Activity** means a Work for the Dole Activity, that is not an Externally Sponsored Activity, in which the Provider or a Related Entity fulfils the role of Sponsor Organisation for the Activity;

**Job Network Member** means an organisation contracted by DEEWR to provide Job Network services;

**KPIs** means the Key Performance Indicators described in clauses 75.2 to 75.4, and any KPIs referred to in this Part E by number (for example, 'KPI 1') are to be taken to be references to the KPI with the corresponding number in clauses 75.2 to 75.4;

**Market Share** has the meaning given in clause 59.3;

**Mutual Obligation** is a component of the Activity Test Requirements and means the requirement to participate in an approved activity or programme of work (e.g. Work for the Dole);

**Newstart Activity Agreement** has the same meaning as it has in the *Social Security Act 1991*(Cth) and includes an Activity Agreement which has been approved as a Newstart Activity Agreement by the Secretary under section 606 of the *Social Security Act 1991*(Cth);

**Parenting Payment Activity Agreement** has the same meaning as it has in the *Social Security Act 1991*(Cth) and includes an Activity Agreement which has been approved as a Parenting Payment Activity Agreement by the Secretary under section 501A of the *Social Security Act 1991*(Cth);

**Participant** has the meaning given in Part A, save that the Parties agree that a person is taken to be a Participant once they have been referred to a provider or registered by a provider;

**Participant Unit Cost** means, in relation to a Work for the Dole Activity, a component of the Approved Budget equal to the total Participant costs specified in the Approved Budget divided by the total number of Activity Places available on the Activity;

**Participation Requirement** means the number of hours a Participant is required to complete in either Work for the Dole or Community Work. Participation Requirements vary depending on the age of the Participant and the type of income support allowance they receive, and are as set out in Schedule E3 [Participant Eligibility]. Those Participants with a Mutual Obligation must complete their Participation Requirement to meet their Mutual Obligation;

**Programmes** means Work for the Dole and Community Work;

**Rapid Reconnection** means the process by which Centrelink makes an appointment for a Participant in the Provider's Electronic Diary where the appointment will take place within 48 hours of the contact by Centrelink with the Participant following notification of a possible participation failure in accordance with clause 8.7(k) and (l);

**Related Entity** means an entity, or an organisation, that may be a separate legal entity to the Provider, but that:

is a related body corporate or an entity connected with a body corporate as defined in sections 9 and 64B of the *Corporations Act 2001*;

- (c) shares one or more directors, officers, or other staff with the Provider;
- (d) shares resources, such as premises, with the Provider;
- (e) has a controlling interest in the Provider;
- (f) the Provider has a controlling interest in it; or
- (g) DEEWR reaches a view that the entity is otherwise related to the Provider;

**Secondary Asset** means any item of tangible property, purchased, leased, created or otherwise brought into existence either wholly or in part with the use of Funds, which has a value less than \$1000, but does not include Contract Material or property that was provided for the exclusive and personal use of a Participant;

**Service Fee** means the Fees payable under clauses 69.3 and 69.4 by DEEWR to the Provider for the provision of the Work for the Dole Services under this Contract;

**Services** means the services relating to Work for the Dole and Community Work described in this Part E, and Community Work Coordinator Services has the same meaning;

**Skills in Demand** means skills identified by DEEWR at the start of each Performance Period as being skills in demand for that ESA for that period, derived from a list of skills in demand within each ESA provided to DEEWR by Job Network Members located in that ESA;

**Sponsor Organisation** means an organisation subcontracted by the Provider to undertake some or all of the Services in relation to a Work for the Dole Activity, and includes, where relevant, a reference to a Host Organisation;

**Sponsor's Activity Application** means an application by which potential Sponsor Organisations must apply to the Provider for approval of:

work experience opportunities, as Work for the Dole Activities; and

(h) budgets for the expenditure of Work Experience Funding, as Approved Budgets;

**Star Rating** means a relative measure of performance of the Provider against KPIs 1 and 2 (refer clauses 75.2 and 75.3) as calculated by DEEWR. Star Ratings are measured from 1 to 5 Stars, where the greater number of Stars is indicative of relatively better performance;

**Training Credit Funding** means the Funding paid by DEEWR to the Provider for Training Credits accrued by Participants;

**Training Credits** means the scheme administered by DEEWR whereby Work for the Dole and Community Work Participants can accrue credits towards the cost of appropriate training;

**Training Incentive Fee** means a Fee payable by DEEWR to the Provider in accordance with clause 19.4;

**Voluntary Activity Agreement** means an agreement in accordance with clause 6, between the Provider and a Participant who is not an Activity Agreement Job Seeker, which outlines the assistance or intervention which the Participant will receive while receiving Community Work Coordinator Services from the Provider;

**Voluntary Activity Agreement Job Seeker** means either:

- (a) Voluntary Participant: or
- (b) an Activity Agreement Job Seeker who volunteers to participate in Work for the Dole or Community Work and who is not participating in the Programmes in order to meet their Activity Test Requirements,



including Mutual Obligation and has the Activity entered in the voluntary section of their Activity Agreement.

**Voluntary Participant** means a Work for the Dole or Community Work Participant who agrees to enter into a Voluntary Activity Agreement and does not have a Mutual Obligation;

**Work Experience Funding or WEF** means the Funds paid by DEEWR to the Provider for expenditure in accordance with the Approved Budget for a Work for the Dole Activity;

**Work Experience Principles** means those principles specified in Schedule E2 [Work Experience Principles];

**Work for the Dole** means the Australian Government Work for the Dole programme administered by DEEWR;

**Work for the Dole Activity** means a particular Work for the Dole work experience opportunity approved in accordance with this Contract and the Guidelines;

**Work for the Dole Place** is a 26 week period used to provide work experience to Participants under the Work for the Dole programme for 150, 310 or 390 hours (depending on their Participation Requirement) and the servicing of one Full-time Work for the Dole Participant for 1100 hours equates to 2.5 Work for the Dole Places;

**Youth Allowance Activity Agreement** has the same meaning as it has in the *Social Security Act 1991*(Cth) and includes an Activity Agreement which has been approved as a Youth Allowance Activity Agreement by the Secretary under section 544B of the *Social Security Act 1991*(Cth);

## **52. SERVICE AND TRANSITION PERIODS**

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- 52.1 The Service Period and Service Start Date for Community Work Coordinator Services are as specified in Schedule E4 [Contract and Business Details].
- 52.2 The Provider must deliver the Community Work Coordinator Services during the Service Period.
- 52.3 The Transition Period for Community Work Coordinator Services is 1 July 2009 to 31 December 2009.
- 52.4 During the Transition Period, the Provider:
- (a) must continue to deliver Community Work Coordinator Services in respect of Activities Commenced before the start of the Transition Period, in accordance with this Contract; but
  - (b) must not approve or Commence any new Activities.

For the avoidance of doubt, the reference to 'this Contract', in this clause 52.4, is to be taken to include Part A of this Contract.

52.5 In accordance with clause 2.9 of Part A, clauses 54 [Guidelines], 58.7 [Monitoring and Participation Reporting], 66.6 [Training Credits], 67 [Promotional Activities], 68 [Administrative Requirements], 70.14 [Funds], 22 [Insurance], 73 [Reports] and 24 [Assets] survive the expiration or termination of this Contract.

### **53. PERFORMANCE PERIODS**

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53.1 The Performance Periods for this Contract are:  
Performance Period 1: 1 July 2006–31 December 2006  
Performance Period 2: 1 January 2007–30 June 2007  
Performance Period 3: 1 July 2007–31 December 2007  
Performance Period 4: 1 January 2008–30 June 2008  
Performance Period 5: 1 July 2008–31 December 2008  
Performance Period 6: 1 January 2009–30 June 2009,

and the Performance Periods referred to in this Contract by number (for example, ‘Performance Period 1’) are to be taken to be references to those Performance Periods with the corresponding number set out in this clause 53.1.

### **54. GUIDELINES**

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54.1 DEEWR will issue a manual and other guidelines for providers, including by way of directions or bulletins, from time to time. These documents singly and together, and as amended or in force from time to time, form the Guidelines as defined in Part A, and accordingly form part of this Contract.

### **55. SERVICES**

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#### (a) Community Work Coordinator Services

55.2 The Provider must deliver Community Work Coordinator Services in the ESAs specified in Schedule E4 [Contract and Business Details] and as set out in this Part E, including by:

- (a) processing or directly registering Participants, including by preparing Activity Agreements and Voluntary Activity Agreements, in accordance with clause 6 (Eligibility, Referrals and Direct Registration).
- (b) handling and reporting incidents in accordance with clause 57 [Management of Incidents];
- (c) providing Participation Reports in accordance with clause 58 [Monitoring and Participation Reporting];

- (d) performing the Work for the Dole Services in accordance with clauses 60 to 64 [inclusive];
  - (e) performing the Community Work Services in accordance with clause 65 [Community Work]; and
  - (f) administering Work Experience Funding and Training Credit Funding in accordance with clause 66 [Training Credits] and clause 70 [Funds].
- (g) Work Experience Principles

55.3 The Provider must deliver the Services in accordance with the Work Experience Principles [Schedule E2], and any breach or failure to comply with the Work Experience Principles is a breach of this Contract.

*The Provider should note that under clause 4 of Part A, the Provider must also deliver the Services at or above the minimum standards set by the Community Work Coordinator Service Guarantee [Schedule E1].*

(a) Sites

55.4 The Provider must deliver all Services at the Sites set out in Schedule E4 [Contract and Business Details], on the basis that:

- (a) all Sites are full-time Sites, unless specified to the contrary in Schedule E4 [Contract and Business Details], and full-time Sites must operate between 9.00am and 5.00pm on all Business Days;
- (b) part-time Sites must have regular weekly opening hours as specified in Schedule E4 [Contract and Business Details] or as otherwise specified in writing by DEEWR; and
- (c) outreach Sites may operate on a monthly, seasonal or on an as-needed basis as specified in Schedule E4 [Contract and Business Details] or as otherwise specified in writing by DEEWR.

55.5 The Provider must ensure that Sites are located in accordance with the Guidelines and must notify DEEWR in writing of the street address of all Sites within 14 Business Days of execution of this Contract. The Provider must not move the Sites to another address without DEEWR's prior written approval.

55.6 The Provider must ensure there are accessible and well presented Community Work Coordinator premises at all Sites that:

- (a) prominently display and make available promotional material relating to the Code of Practice and the Community Work Coordinator Service Guarantee; and
  - (b) have clear signs (in languages other than English if appropriate).
- (c) Community awareness

55.7 The Provider must:

- (a) regularly consult with community and industry bodies within the ESAs serviced by the Provider about regional employment issues and relevant work experience opportunities;
- (b) establish relationships with Job Network Members and other employment services providers in the ESA in order to be able to:
  - (i) **effectively communicate and promote the types of Activities that are available for Participants; and**
  - (ii) **facilitate the servicing of Participants by Job Network Members on their completion of Work for the Dole and Community Work; and**
- (c) undertake promotional activities and consultation with the community to encourage potential Sponsor Organisations to put forward proposed Work for the Dole Activities.

## **56. ELIGIBILITY, REFERRALS AND DIRECT REGISTRATION**

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### (a) Eligibility

56.2 Participants in the Work for the Dole and Community Work programmes may include:

- (a) Activity Agreement Job Seekers.
- (b) very long term unemployed Job Seekers who have been referred by Job Network Members;
- (c) job seekers who volunteer to undertake Work for the Dole or Community Work; and
- (d) other persons as determined by DEEWR from time to time.

56.3 A full list of persons who are eligible to participate in the Programmes is set out in Schedule E3 [Participant Eligibility]. Those eligibility requirements may be amended unilaterally by DEEWR by written notice.

### (a) Referrals

56.4 The Provider must deliver Services to any Participant who is ordinarily resident in an ESA serviced by the Provider and who is referred to the Provider through the Electronic Diary, or through other means, by:

- (a) Centrelink;
- (b) Job Network Members;
- (c) Personal Support Programme providers;
- (d) Disability Open Employment Services providers;
- (e) DEEWR; or
- (f) other organisations nominated in writing by DEEWR.

- 56.5 The Provider must not reject any referrals made in accordance with clause 56.4. In addition, the Provider must accept any referrals of Participants, and any accompanying Participant entitlements, via providers who were Contractors under the Community Work Coordinator Services Contracts 2002.
- 56.6 During the Service Period, referrals of Participants made by Job Network Members will be made based on the principle of Equitable Distribution.
- 56.7 For the purposes of Equitable Distribution:
- (a) a referral of one Full-time Work for the Dole Participant will be counted as a single referral; and
  - (b) a Voluntary Participant will not be counted.
  - (c) Direct registration
- 56.8 In addition to Participants referred to the Provider in accordance with clause 56.4, the Provider may register into the Programmes and provide Services to persons who:
- (a) do not have a Mutual Obligation but who volunteer to participate in the Programmes; and
  - (b) are eligible for the Programmes in accordance with Schedule E3 [Participant Eligibility].
- 56.9 Any job seekers who seek to enter the Programmes other than by referral or registration in accordance with clauses 56.4 or 56.8 must be referred back to Centrelink or their Job Network Member, as appropriate, so that Centrelink or the Job Network Member can make the appropriate referral.
- 56.10 Where a Participant has been referred to the Provider, the referral will have identified which of the two Programmes (Work for the Dole or Community Work) the Participant is eligible to undertake.
- 56.11 Where a Participant is registered by the Provider in accordance with clause 56.8, the Provider must determine eligibility in accordance with the eligibility criteria at Schedule E3 [Participant Eligibility].
- 56.12 Where a Participant who was registered in accordance with 56.8 is coming to the end of their Participation Requirement, the Provider, with the agreement of the Participant, must refer the Participant to a Job Network Member for further employment assistance.
- (a) Interview and preparation of Activity Agreements and Voluntary Activity Agreements.
- 56.13 The Provider must:
- (a) make sufficient interview times available in the Electronic Diary and by other methods to enable Participants to be interviewed within 2 Business Days of referral or registration, whichever is the earlier;
  - (b) ensure that the Electronic Diary has the capacity to accept appointments for a Participant for the purposes of Rapid Reconnection

- (c) interview all Participants referred to or registered by the Provider promptly, and wherever possible within 2 Business Days of referral or registration; and
- (d) ensure that, at the interview, each Participant's Activity Agreement or Voluntary Activity Agreement is prepared, reviewed, revised and signed, as appropriate;
- (e) ensure that approvals in relation to Activity Agreements or Voluntary Activity Agreements are entered onto DEEWR IT Systems by clicking the relevant "Approve" button, within a reasonable time after the interview and in accordance with the timeframes, if any, set out in the Guidelines.
- (f) update the Activity Agreement or Voluntary Activity Agreement as required.

6.12A DEEWR will issue the Provider with the approved forms of Activity Agreements and Voluntary Activity Agreements.

6.12B The Provider must:

notify each Participant of:

- (i) **the requirement to enter into an Activity Agreement or Voluntary Activity Agreement, as relevant; and**
- (ii) **the places and times at which the relevant agreement is to be negotiated.**
- (g) ensure that the Participant understands their rights, responsibilities and obligations in relation to their Activity Agreement or Voluntary Activity Agreement, as relevant;
- (h) when entering into an Activity Agreement or a Voluntary Activity Agreement use the relevant form issued under clause 16.12A; and
- (i) enter the details of the relevant agreement onto DEEWR's IT Systems; and
- (j) provide Participants with the services, and arrange the activities, specified in the Activity Agreement or Voluntary Activity Agreement.

6.12C The Provider must ensure that Activity Agreements and Voluntary Activity Agreements:

comply with any relevant Guidelines;

- (k) outline the activities to be undertaken by the Participant to assist them to find and sustain employment and the services provided by the

Provider, including all contacts that the Provider will have with the Participant and the methods of all contacts with the Participant;

- (l) take into account:
  - (i) **the Participant's education, experience, skills and age;**
  - (ii) **the impact of any disability, illness, mental condition or physical condition of the Participant on their ability to work, to look for work or to participate in work experience activities;**
  - (iii) **the transport options available to the Participant;**
  - (iv) **the family and caring responsibilities of the Participant;**
  - (v) **the length of travel time required for compliance with the agreement; and**
  - (vi) **any other matters that the Providers considers relevant in the circumstances.**
- (m) are revised by the Provider as required by changes in the circumstances of the Participant or any relevant Guidelines; and
- (n) are, if the Participant:
  - (i) **is an Activity Agreement Job Seeker, signed by a Delegate; or**
  - (ii) **is a Voluntary Activity Agreement Job Seeker, signed by the Provider.**

### **Additional Requirements for Activity Agreement Job Seekers**

6.12D For Activity Agreement Job Seekers, the Provider must:

arrange for a Delegate to prepare, approve the terms of, and sign an Activity Agreement, in accordance with, as relevant:

- (i) sections 501 to 501E of the *Social Security Act 1991* (Cth) - in relation to a Parenting Payment Activity Agreement;
- (ii) sections 544A to 544E of the *Social Security Act 1991* (Cth) - in relation to a Youth Allowance Activity Agreement; and
- (iii) sections 605 and 607C of the *Social Security Act 1991* (Cth) -in relation to a Newstart Activity Agreement ;

ensure that the Activity Agreement is signed by the Activity Agreement Job Seeker after it is signed by a Delegate;

- (c) once the Activity Agreement has been signed by a Delegate and the Activity Agreement Job Seeker, enter the Delegate's approval onto DEEWR IT System;
- (d) certify that:
  - (iv) in negotiating the Activity Agreement, the sections set out at clause 6.12D(a), as relevant, were complied with; and
  - (v) the Activity Agreement Job Seeker has signed the Activity Agreement after the Delegate;
- (e) ensure that the Activity Agreement details the Activity Test Requirements that the Activity Agreement Job Seeker must meet;
- (f) ensure that a Delegate, in exercising delegated powers in relation to the preparation and approval of Activity Agreements under the *Social Security Act 1991* (Cth), also complies with the *Social Security Act 1991* (Cth) and *Social Security (Administration) Act 1999* (Cth) generally, including the provisions of Division 3 (Confidentiality) of Part 5 of the *Social Security (Administration) Act 1999* (Cth) and *Social Security (Activity Agreement Requirements) (DEEWR) Determination 2006*; and
- (g) ensure that all Delegates receive training on all legislative provisions relevant to their approving of Activity Agreements.

56.14 The Provider must, wherever possible:

- (a) within 5 Business Days of referral (for Work for the Dole Participants); and
- (b) within 30 Business Days of referral (for Community Work Participants), place the Participant into an Activity assessed as suitable by the Provider.

56.15 It is the responsibility of the Provider, and not DEEWR, to ensure that Participants are placed on an Activity which is suitable to their needs and capabilities.

56.16 For the purposes of clauses 56.14 and 56.15, in assessing whether an Activity is suitable the Provider must ensure that the Activity, or a series of Activities, will provide sufficient hours of work experience for the Participant to fulfil their Participation Requirement. The Participation Requirements for different classes of Participants as at the date of execution of this Contract are set out in Schedule E3 [Participant Eligibility]. Those requirements may be altered by a notice issued unilaterally by DEEWR.

56.17 Participants must usually be placed into Activities being undertaken in the ESA in which the Participant ordinarily resides. A Participant may be transferred to another ESA (serviced by the Provider or an alternate provider) to take up a specific opportunity of benefit to the Participant. However, this may only occur with the agreement of the Participant, the Provider, any alternate provider and DEEWR.



## 57. MANAGEMENT OF INCIDENTS

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### (a) DEEWR's insurance

57.2 DEEWR has purchased:

- (a) personal accident insurance covering all Participants who have Commenced on an Activity; and
- (b) public and products liability insurance that covers Participants for loss or damage caused to a third party by the negligent act of a Participant, but DEEWR may, at any time and in its absolute discretion, cease to continue to maintain such insurance.

57.3 The insurance policies purchased by DEEWR contain certain exclusions. The Provider and any Sponsor Organisations must check with DEEWR's insurance broker before recommending any unusual or hazardous activities. More information on the insurance policies purchased by DEEWR, including an insurance manual prepared by DEEWR's insurance broker, may be requested from the Account Manager.

57.4 The Parties agree that the insurance referred to in clause 57.2:

- (a) is for the protection and benefit of Participants, and not the Provider, Sponsor Organisations or Host Organisations;
  - (b) is in addition to the insurance required to be maintained by the Provider under clause 22; and
  - (c) does not cover any liability of the Provider, Sponsor Organisations or Host Organisations.
- (d) Management of incidents

57.5 The Provider must notify DEEWR as soon as possible, and at the latest within 24 hours, of any incident involving the Programmes, including:

- (a) any accident, injury or death involving a Participant or a member of the public;
- (b) any accident, injury or death occurring during, or as a result of, an Activity; and
- (c) any incident that may negatively impact upon DEEWR or bring the Programmes into disrepute,

whether the Activity was run by the Provider or a Sponsor Organisation.

57.6 Where the incident referred to in clause 57.5 is an accident, or involves injury or death, irrespective of whether the injured party makes a claim at the time of the incident, the Provider must also, as soon as possible, and at the latest within 24 hours:

- (a) notify DEEWR's insurance broker;
  - (b) submit an incident report to DEEWR's insurance broker (in the form required by DEEWR's insurance broker) giving full details of the accident; and
  - (c) provide a copy of the incident report to the Account Manager.
- 57.7 The Provider must comply with any instructions issued by DEEWR or DEEWR's insurance broker in relation to the personal accident, and public and products liability, insurance for Participants.
- (a) Costs of medical treatment
- 57.8 DEEWR may agree to reimburse a Participant for expenses arising from the difference in the actual cost of medical treatment and the Medicare rebate (Medicare 'gap' expenses), where those expenses are related to an injury sustained on an Activity, and are incurred within 24 months of the injury.
- 57.9 Where DEEWR agrees to a reimbursement under clause 57.8, the Provider:
- (a) must pay the Participant the amount agreed by DEEWR in accordance with instructions provided by DEEWR; and
  - (b) may then claim a reimbursement of the amount paid to the Participant as an Ancillary Payment.

## **58. MONITORING AND PARTICIPATION REPORTING**

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- (a) Monitoring
- 58.2 The Provider must inform Centrelink that a Participant has Commenced on an Activity within 2 Business Days of Commencement.
- 58.3 The Provider must manage each Participant throughout the period of their participation in the Programme, including by:
- (a) ensuring that the Participant undertakes their Activity, and monitoring their progress on their Activity; and
  - (b) ensuring that the Participant undertakes sufficient hours to fulfil their Mutual Obligation requirement.
- 58.4 The Provider must notify Centrelink as soon as possible, and at least within 5 Business Days of the Provider becoming aware of:
- (a) any change in a Participant's circumstances that would affect their eligibility to participate in the Programmes, or their eligibility for Unemployment Allowances; or
  - (b) any non-compliance or suspected non-compliance by a Participant with their obligations relating to Unemployment Allowances.

- 58.5 If Centrelink or DEEWR request any information about the matters referred to in clause 58.4, the Provider must respond to that request for information as soon as possible, and at least within 5 Business Days.
- 58.6 For the purposes of clause 58.4, Unemployment Allowances means Newstart Allowance or Youth Allowance or any other allowance paid to a person under the provisions of the *Social Security Act 1991*.
- (a) Participation reporting
- 58.7 The Provider must:
- (a) keep Records of Work for the Dole and Community Work Participant attendance at their Activities, including keeping timesheets that accurately reflect the actual attendance of the Participants;
  - (b) verify Community Work Participant attendance on Community Work Placements at least once per month by liaison with the Community Work organisation, and keep Records of this verification;
  - (c) submit Records relating to such attendance on DEEWR IT Systems; and
  - (d) if requested by DEEWR, provide copies of Records relating to such attendance to DEEWR.

### **Compliance with Activity Agreements**

- 8.7 If an Activity Agreement Job Seeker fails to:
- (a) attend at the place and time arranged for the negotiation of their Activity Agreement or a Voluntary Activity Agreement;
  - (b) respond to correspondence about the negotiation of their Activity Agreement;
  - (c) agree to the reasonable terms, or any reasonable variation, of their Activity Agreement as proposed in negotiation between a Delegate and the Activity Agreement Job Seeker;
  - (d) enter into an Activity Agreement;
  - (e) comply with the terms of their Activity Agreement such as not Commencing, not satisfactorily participating in, or failing to complete a Work for the Dole Activity or Community Work Placement;
  - (f) respond to a notification of an appointment by, or other requirement of, the Provider in relation to their Activity Agreement;
  - (g) otherwise attend appointments in relation to their Activity Agreement without making alternative arrangements with the Provider, the Provider must:

- (h) if the failure has not yet been discussed, attempt to, contact the Activity Agreement Job Seeker, at least twice within 48 hours of the Provider becoming aware of the failure to ascertain whether he or she had Valid Reason for the failure;
- (i) document any relevant Valid Reason for the failure; and
- (j) in the absence of either:
  - (i) contact, after at least two (2) attempts to contact him or her; or
  - (ii) after contact, a Valid Reason for such failure,

the Provider must, subject to clause 8.9:

- (k) complete and submit a Participation report to Centrelink within 5 Business Days of an absence under clause 8.7 in accordance with this Contract and any relevant Guidelines; and
- (l) supply Centrelink with documentary evidence of such failure, reason(s), contact(s) or attempt(s), if requested by Centrelink; and

(e) Rapid Reconnection

8.8 Where the Participant has an appointment in relation to a Rapid Reconnection, the Provider must meet with the Participant for the purpose of Commencing or resuming their participation in the Programme.

8.9 Where a Participant fails to attend an appointment with the Provider in relation to a Rapid Reconnection, the Provider must notify Centrelink on DEEWR IT Systems of:

- (a) the failure; and
  - (b) where known, the reason for the failure;
- on the same Business Day of the appointment.

## **59. WORK FOR THE DOLE PLACES**

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(a) Governing principles

59.2 The governing principles for payment and allocation of Work for the Dole Places are:

- (a) the allocation and payment model allows for on-going business adjustment that reflects job seeker demand in the relevant ESA and provider performance when measured against the KPIs (refer clause 75 [Performance Management and KPIs]);
- (b) for Performance Period 1, which overlaps with the last six months of the Community Work Coordinator Services Contracts 2002, there will

necessarily be two sets of providers delivering services for that period. Consequently, this will reduce the number of job seekers available to the Provider under this Contract (refer 59.4(a));

- (c) it follows that Performance Period 2 is the first period of this Contract where the Provider will be in a position to fully service the entire flow of job seekers. The allocation of Work for the Dole Places for Performance Period 2 will increase accordingly, in line with clauses 59.8 to 59.10; and
  - (d) the Provider will then be allocated 80 percent of the estimated required Work for the Dole Places at the start of Performance Periods 3 to 6, and paid accordingly.
- (e) Key concepts

59.3 For the purposes of this clause 59, the following terms have the following meanings:

**Additional Places** has the meaning given in clause 51.4;

**Allocated Places** has the meaning given in clause 51.4;

**Available Places** refers to the number of Work for the Dole Places that DEEWR requires in an ESA. The number of Available Places per Performance Period per ESA is calculated in accordance with clauses 59.4 to 59.7;

**Completed Places** has the meaning given in clause 59.12;

**Market Share** means the percentage of business in an ESA specified in Schedule E4 [Contract and Business Details]. Market Share is assigned to the Provider for the purposes of determining the number of Allocated Places, and the number of referrals made by Job Network Members (refer clause 56.6);

**Utilisation Rate** means a level of utilisation of Allocated Places, which as at the start of the Service Period is 75 per cent, but which may be varied by DEEWR in its absolute discretion by written notice; and

**Work for the Dole Places** has the meaning given in clause 51.4.

- (a) Available Places – Performance Period 1

59.4 For Performance Period 1, the number of Available Places for each ESA will be determined by DEEWR in its discretion, taking into account factors including, but not limited to:

- (a) the estimated flow of job seekers to Work for the Dole, determined in part by taking into account the number of referrals under the Community Work Coordinator Services Contracts 2002, for that ESA, for the period 1 July 2006 to 31 December 2006;
- (b) the historical conversion rates (referrals/flow of job seekers; commencements/referrals; completed places/commencements); and
- (c) the likely number of Full-time Work for the Dole participants, as one Full-time Work for the Dole Participant fills 2.5 Work for the Dole Places,

but not the likely number of Voluntary Participants as Voluntary Participants are not counted when determining the number of Available Places.

(d) Available Places – Subsequent Performance Periods

59.5 Subject to clauses 59.7 and 59.10, for Performance Period 2, the number of Available Places for each ESA will be equal to the number of Completed Places in Performance Period 1 multiplied by 2.

59.6 Subject to clauses 59.7, and 9.6A for each of Performance Periods 3 to 6, the number of Available Places for each ESA will be equal to the number of Completed Places in the preceding Performance Period.

59.7 For the purposes of determining the number of Available Places in clauses 59.5 and 59.6, the number of Completed Places achieved by Voluntary Participants are not to be counted.

(a) **9.6A Notwithstanding clause 9.11, for the purposes of determining the number of Available Places in clause 9.5 DEEWR will use the following formula:**

(b) **the number of completed Places + the estimated number of**

(c) **for a fixed period within the Completed Places, calculated**

(d) **Performance Period on a pro rata basis for the**

(e) **Remainder of the Performance Period**

(f) Allocated Places

59.8 DEEWR will assign a number of Allocated Places to the Provider for each ESA, at the start of each Performance Period, according to the formula set out in clause 59.9. The formula is based on the following principles:

(a) the Provider's Allocated Places for an ESA in each Performance Period will follow from the number of Available Places in the ESA divided by the rate of utilisation of all Allocated Places, across all providers, in the ESA;

(b) the Utilisation Rate is set at 75 percent, at the date of execution of this Contract, because DEEWR expects a minimum utilisation of each Allocated Place of 75 percent. However, that percentage is subject to variation, in DEEWR's absolute discretion;

(c) each Provider will receive their Market Share of the allocation (refer clause 59.8(a)); and

(d) an allocation of:

(i) **100 percent of Work for the Dole Places will be made available at the start of Performance Period 1; and**

- (ii) **80 percent of the Work for the Dole Places will be made available at the start of each of Performance Periods 2 to 6, unless clause 59.10 takes effect for Performance Period 2,**

**with the prospect of Additional Places that may be allocated at DEEWR's discretion, under clauses 59.18 to 59.21 during each Performance Period.**

59.9 The Provider's Allocated Places for an ESA in each Performance Period (subject to clause 59.10) will be calculated by DEEWR, based on a formula which may be alternatively expressed as:

Step 1: Available Places ÷ Utilisation Rate (0.75)

Step 2: Multiplied by Market Share

Step 3: Multiplied by 0.80

OR

(Available Places ÷ Utilisation Rate (0.75))x Market Share x 0.80

where, in the case of Performance Period 1 (only), the rate of Step 3, or the last multiplier in the alternative formula, will be 1.00.

59.10 If applying the formula in clause 59.9 would result in a larger allocation of Work for the Dole Places than the result of the formula in this clause 59.10, then the formula that follows will be used to calculate the Provider's Allocated Places for an ESA for Performance Period 2:

(a) **The Provider's Allocated Places for Performance Period 1 x 2**

59.11 The following examples are intended to explain how the formulae in clauses 59.9 and 59.10 will apply, but are not intended to be used in substitution for the application of those clauses:

### **Performance Period 1**

If DEEWR estimates there will be 1000 Work for the Dole Places available across an ESA, however half of those Places will be distributed to contractors under the Community Work Coordinator Services Contracts 2002, then there will be 500 places effectively available in the ESA. Consequently, where a provider has a 10 percent Market Share, it would receive 67 Allocated Places ( $500/.75 \times 10\% \times 1.00$ ).

### **Performance Period 2**

If, at the end of Performance Period 1, 400 Completed Places were achieved across the ESA, DEEWR would potentially have 800 Available Places to allocate across the ESA at the start of Performance Period 2. Where a provider had been allocated 67 Places at the start of Performance Period 1, and had a 10 percent Market Share, it would be allocated the lesser of 134 ( $67 \times 2$ ) and 85 ( $800/.75 \times 10\% \times 0.80$ ). That is, the provider would receive 85 Allocated Places.

### **Performance Period 3**

If, at the end of Performance Period 2, 900 Completed Places were achieved across the ESA, at the start of Performance Period 3 DEEWR would have 900 Available Places to allocate across the ESA. A provider with a 10 percent Market Share would then receive 96 Allocated Places ( $900/0.75 \times 10\% \times 0.80$ ).

(a) Determining the number of Completed Places

59.12 For the purposes of this Part E, the determination of the number of Completed Places in an ESA is:

- (a) the number of hours a Participant has completed in their Work for the Dole Activities, divided by their Participation Requirement (for a Full-time Work for the Dole Participant this result is multiplied by 2.5); and
- (b) the individual results following clause 59.12(a), for each Participant who has been, or is, referred to a provider in the ESA, added together to calculate the total number of Completed Places for that ESA,

where for the purposes of this clause 59.12, and clause 59.15, the number of hours a Participant has completed in their Work for the Dole Activities can be no more than their Participation Requirement.

59.13 For example, one Completed Place may be made up by one Participant who has completed their full Participation Requirement; or two Participants who have each completed half of their Participation Requirements.

59.14 For example, as Full-time Work for the Dole Participants account for 2.5 Work for the Dole Places, when one Full-time Work for the Dole Participant has completed 50 percent of their Participation Requirements, this is counted as 1.25 Completed Places.

59.15 Consequently, in an ESA:

- (a) the number of Completed Places at any point in time means the result of the following calculation, for each Participant who has been, or is, referred to a provider in that ESA, the results of which are added together to calculate the total number of Completed Places for that ESA:

The number of hours a Participant  
has completed in their Work for the  
Dole Activities

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That Participant's Participation  
Requirement

*Subject to:* adjustment for Full-time Work for the Dole Participants as equalling 2.5 Places; and

- (b) the number of the Provider's Completed Places at any point in time means the result of the calculation set out in clause 59.15(a), for each Participant who has been, or is, referred to that Provider, the results of



which are added together to calculate the total number of Completed Places for that Provider:

The number of hours a Participant referred to the Provider has completed in their Work for the Dole Activities

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That Participant's Participation Requirements

*Subject to:* adjustment for Full-time Work for the Dole Participants as equalling 2.5 Places and where only the hours completed with that Provider are accounted for but the Participant accounted for either has been, or is, referred to the Provider.

- 59.16 The Parties agree that DEEWR IT Systems will calculate the number of Completed Places based on the formulae set out in clause 59.15, using the data entered by all Community Work Coordinator providers in the ESA.
- 59.17 Further to clause 7.13 of Part A and for the avoidance of doubt, DEEWR retains a discretion to adjust the number of Available Places for any Performance Period to account for projected changes to labour market conditions in an ESA or the Labour Market Region.
- (a) Allocation of Additional Places
- 59.18 DEEWR recognises that in order to ensure the provision of Services to the flow of job seekers in an ESA, the Provider may require additional Allocated Places prior to the start of the next Performance Period. Consequently, the Provider may apply for Additional Places under the clauses 59.19 and 59.21.
- 59.19 The Provider is eligible for, and may apply to DEEWR for, Additional Places for a particular Performance Period if 75 percent or more of the Provider's Allocated Places (plus any Additional Places already assigned to the Provider) are Completed Places.
- 59.20 DEEWR has an absolute discretion to determine:
- (a) whether to allocate Additional Places to the Provider; and
- (b) how many Additional Places to allocate to the Provider.
- 59.21 In making the determination under clause 59.20, DEEWR will consider the amount of time that remains until the end of the Performance Period in which the determination is to be made, and the number of Allocated Places assigned at the start of that Performance Period.
- (a) Utilisation of Places
- 59.22 The Provider must use its best endeavours to ensure that its Allocated Places (plus any Additional Places assigned to the Provider) are fully utilised,

including by replacing Work for the Dole Participants who leave a Work for the Dole Activity prior to the completion of the Work for the Dole Activity.

59.23 **Fully utilised** means that, at the end of a Performance Period:

Completed = Allocated Places +  
Places achieved Additional Places  
by the Provider

(a) Variations to Market Share

59.24 Without limiting any of DEEWR's other rights, including its rights under Part A clause 7 [Payment], clause 36 [Remedies] and clause 38 [Termination for Default], from the start of Performance Period 3, DEEWR may vary the Provider's Market Share at any time based on Performance Reviews in accordance with clause 75 of this Part E and clause 18 of Part A [Performance Management]. This may be by:

- (a) decreasing the Provider's Market Share because the Provider's performance was unsatisfactory; or
- (b) increasing the Provider's Market Share as a result of a decrease of another provider(s) market share.

59.25 DEEWR may also reduce the Provider's Market Share in accordance with clause 7.13 of Part A [Payment].

59.26 The first time DEEWR increases or decreases the Provider's Market Share on the basis of performance in accordance with clause 59.24, the change will be limited to a maximum of 10 percent of the Market Share at the time of that variation. Any subsequent changes in Market Share will be at DEEWR's absolute discretion.

59.27 The Parties agree that if DEEWR reduces the Provider's Market Share, DEEWR may, at its absolute discretion, re-allocate business to other providers.

## **60. WORK FOR THE DOLE SPONSOR ORGANISATIONS**

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60.1 All Sponsor Organisations approved in accordance with this Contract and the Guidelines are deemed to be approved subcontractors for the purposes of Part A clause 30 [Subcontracting].

**Note:** Clause 51.4 of this Part E provides that the term 'Sponsor Organisation' includes, where applicable, a Host Organisation.

60.2 The Provider must:

- (a) issue Sponsor's Activity Applications to potential Sponsor Organisations;

- (b) help potential Sponsor Organisations develop proposed Work for the Dole Activities and complete Sponsor's Activity Applications, including by:
  - (i) **explaining the level of Work Experience Funding that may be available to potential Sponsor Organisations;**
  - (ii) **ensuring that potential Host Organisations are also informed about the level of Work Experience Funding available; and**
  - (iii) **ensuring that potential Sponsor Organisations and potential Host Organisations can reach a well informed decision about how to best cost and distribute the available Work Experience Funding over each potential Work for the Dole Activity in accordance with the Guidelines;**
- (c) accept completed Sponsor's Activity Applications from potential Sponsor Organisations;
- (d) assess all accepted Sponsor's Activity Applications, including the proposed Work for the Dole Activity and proposed Activity budget, and approve or reject the Application:
  - (i) **after considering whether the Sponsor Organisation is able to successfully undertake the Activity within the proposed Activity budget; and**
  - (ii) **in accordance with the Guidelines;**
- (e) provide a summary of the details of each completed Sponsor's Activity Application to DEEWR by completing an Activity Lodgement Form in DEEWR IT Systems or by providing the information in any other format as required by DEEWR;
- (f) as each Sponsor's Activity Application is approved or rejected by the Provider, advise the potential Sponsor Organisation of the outcome within 10 Business Days; and
- (g) where a Sponsor's Activity Application is rejected:
  - (i) **provide the applicant with written reasons for the rejection, clearly setting out the basis for the rejection;**
  - (ii) **keep a copy of the written reasons on a file maintained by the Provider, and provide a copy to DEEWR on request; and**
  - (iii) **comply with the Guidelines regarding rejection of Applications.**

60.3 Any agreements that the Provider enters into with a Sponsor Organisation must be evidenced in writing, and DEEWR:

- (a) may make available a pro forma Sponsor Contract that the Provider may, but is not required to, use when subcontracting with a Sponsor Organisation; but

- (b) does not guarantee that the Sponsor Contract will satisfy all of the Provider's obligations in relation to this Contract. The Provider should seek its own legal advice, before using the Sponsor Contract.
- 60.4 The Provider must ensure that Sponsor Organisations comply with:
  - (a) clause 40 of Part A [Acknowledgement and Promotion]; and
  - (b) clause 67 of this Part E [Promotional Activities].
- 60.5 In addition to the requirements in Part A clause 30 [Subcontracting], the Provider must ensure that any subcontract between the Provider and a Sponsor Organisation contains the following provision:  
[Name of Sponsor Organisation] must comply with all terms and conditions contained in [name of Provider's] Community Work Coordinator Services Contract 2006 relevant to [name of Sponsor Organisation's] part in the provision of the Services.
- 60.6 The Provider must pay the relevant Work Experience Funding to the Sponsor Organisation in accordance with the Approved Budget for the Activity, within 20 Business Days of receiving an invoice from the Sponsor Organisation.
- 60.7 For all Internally Sponsored Activities, where the Provider is fulfilling the role that would otherwise have been undertaken by a Sponsor, the Provider must fulfil all obligations that would otherwise be obligations of a Sponsor Organisation.

## **61. WORK FOR THE DOLE SUPERVISORS**

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- 61.1 The Provider must ensure that Participants undertaking Work for the Dole Activities are properly supervised at all times.
- 61.2 Subject to any additional requirements for Special Activities, the Provider must ensure that there is a minimum of:
  - (a) one supervisor for every 15 Participants undertaking a Work for the Dole Activity, subject to clause 64.2(k)(i) for Special Activities; and
  - (b) in any case, one supervisor for each Work for the Dole Activity.
- 61.3 Supervisors must have excellent motivational skills, the ability to build rapport with a wide range of Participants (including the ability to provide mentoring services to them), and the skills and/or experience required to supervise the Work for the Dole Activity.
- 61.4 All supervisors on Work for the Dole Activities are deemed to be:
  - (a) Specified Personnel for the purpose of Part A clause 6 [Specified Personnel]; and
  - (b) approved subcontractors for the purposes of Part A clause 30 [Subcontracting].

## **62. WORK FOR THE DOLE PARTICIPANTS**

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- 62.1 The Provider must place Work for the Dole Participants in Work for the Dole Activities in accordance with the Guidelines.
- 62.2 In the case of Work for the Dole Participants who are deemed by DEEWR to be eligible to receive a Passport to Employment, the Provider must ensure that those Participants who are interested in receiving a Passport to Employment are provided with:
- (a) assistance with obtaining references from Sponsor Organisations and Host Organisations;
  - (b) Work for the Dole Completion Certificates in the form specified by DEEWR; and
  - (c) assistance to complete a skills audit on the skills obtained during participation in the Work for the Dole Activity in the form provided by DEEWR.
- 62.3 Where requested by the relevant Job Network Member, the Provider must present the Job Network Member with:
- (a) written information on each Work for the Dole Participant's experience and skills acquired from participation in Work for the Dole Activities; and
  - (b) a written summary of the Participant's attendance record in Work for the Dole Activities.

## **63. WORK FOR THE DOLE ACTIVITIES**

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- 63.1 The Provider must generate sufficient Work for the Dole Activities, of an appropriate variety and length, to ensure that Participants serviced by the Provider can:
- (a) be quickly placed in an Activity; and
  - (b) fulfil their Mutual Obligation requirements.
- 63.2 Work for the Dole Activities may be developed and managed by the Provider or may be provided, in whole or in part, by a Sponsor Organisation.
- (a) Approval of Activities
- 63.3 The Provider must ensure that, prior to Commencement of a Work for the Dole Activity, the Activity and its budget have been approved in accordance with this Contract and the Guidelines.
- 63.4 The Provider must not approve a Work for the Dole Activity if:
- (a) the Activity involves working exclusively on private property;
  - (b) the Activity requires Participants to enter private homes or grounds;

- (c) the Activity requires Participants to undertake physical or hands-on personal care;
- (d) the Activity or any part of the Activity competes with established businesses;
- (e) any part of the Activity fulfils a function that is part of a commercial contract or enterprise;
- (f) the Activity already receives funding under a Commonwealth, State, Territory or local Government programme;
- (g) the Activity fulfils a function which would normally be undertaken by the Provider under this Part E, this Contract, or any other contract or arrangement between the Provider and DEEWR;
- (h) the Activity or any part of the Activity is undertaken for a for-profit organisation or on a for-profit basis;
- (i) the Activity results in a benefit to any Sponsor Organisation or Related Entity of the Provider that is conducting a business or delivering a service or product on a for-profit basis; or
- (j) the effect of the Activity is that one or more Activity Places are made available in an organisation, and/or location and/or industry where, without the Activity Place being made available, the work would have been undertaken by a paid worker,

unless that Activity is otherwise permitted by DEEWR:

- (k) following a written request by the Provider; or
- (l) by notification of permitted Activities in the Guidelines,

in which case the Provider may approve the Activity in accordance with any conditions set out in DEEWR's response to their request or the notification in the Guidelines.

(m) Establishment of Activities

63.5 The Provider must ensure that all Activities:

- (a) benefit and meet the needs of the local community;
- (b) have the capacity to improve the Participants prospects of obtaining paid employment;
- (c) are run by an organisation which has the ability to supervise, monitor and support the progress of Participants during their placement;
- (d) provide value for money and are cost-effective, with the effect that the expenditure of Work Experience Funding is proportionate to the benefits in clauses 63.5(a) and 63.5(b); and
- (e) subject to clause 63.8, address one or more Skills in Demand.

- 63.6 The Provider must ensure that it provides a diverse range of Activities so that Participants with special needs, such as parents and people with a disability, are catered for.
- 63.7 The Provider must ensure a geographic spread of Activities across an ESA that reflects the location and spread of Participants across the ESA. If DEEWR considers that there is not an appropriate geographic spread of Activities, DEEWR may use its powers of direction under clause 63.22 to direct that Activities are varied, or that new Activities are approved in appropriate locations.
- 63.8 The Provider must use its best endeavours to ensure that:
- (a) each Activity addresses at least one of the Skills in Demand identified by DEEWR for the relevant ESA; and
  - (b) at least 20 percent of the time on that Activity is devoted to the Skills in Demand addressed on the Activity,  
and if the Provider approves an Activity which does not address one of the Skills in Demand, DEEWR may:
    - (c) ask the Provider to supply reasons and supporting documentation in support of the decision to run or approve the Activity; and
    - (d) if not satisfied with the reason given by the Provider, issue a direction using its power under clause 63.22 to terminate or vary the Activity.
- 63.9 Subject to clause 63.10, the Provider may allow up to 20 percent of the Approved Budget for a Work for the Dole Activity to provide training for Participants undertaking that Activity.
- 63.10 Where the level of training under a proposed Activity exceeds 20 percent of the Approved Budget for the Work for the Dole Activity, the Provider must demonstrate to DEEWR's satisfaction that particular circumstances warrant a greater level of training.
- 63.11 Subject to clause 13.10, at least 25 percent of Activity Places in each ESA for each Performance Period must be in Work for the Dole Activities that are Externally Sponsored Activities.
- 63.12 Subject to clause 13.13, at least 25 percent of Activity Places in each ESA for each Performance Period must be in Work for the Dole Activities that are not Brokered Activities.
- 63.13 Where the Provider can demonstrate to DEEWR's satisfaction that it has made substantial efforts to locate Externally Sponsored Activities or Activities which are not Brokered Activities, DEEWR may, at its absolute discretion, waive the requirement in clauses **Error! Reference source not found.** and 13.12 in relation to that Performance Period.
- (a) Risk Assessment for Activities
- 63.14 The Provider must prepare a risk assessment in the form specified by DEEWR (a Risk Assessment) for each Work for the Dole Activity, which:

- (a) identifies the risks associated with the Work for the Dole Activity, and the methods to be used to mitigate those risks;
  - (b) specifies what occupational health and safety training will be provided to Work for the Dole Participants;
  - (c) specifies any safety equipment or clothing required by Work for the Dole Participants assigned to that Activity; and
  - (d) is reviewed when the Provider undertakes any monitoring visit of the Work for the Dole Activity or is advised of any new information that would affect the Risk Assessment.
- 63.15 The Provider must ensure that actions identified in the Risk Assessment are implemented and that the occupational health and safety training is provided before the Participant Commences the Work for the Dole Activity to which the Risk Assessment relates.
- (a) Other requirements for Activities
- 63.16 The Provider must make a minimum of one monitoring visit for each Work for the Dole Activity, and complete an Activity Monitoring Report in the form required by DEEWR. Further monitoring visits must be performed as required and in accordance with the Risk Assessment for each Work for the Dole Activity.
- 63.17 The Provider must ensure Work for the Dole Participants are provided with all things necessary for their Work for the Dole Activity, including materials, equipment, special clothing, on-site services such as toilets or catering facilities, supervision and training.
- 63.18 The Provider must ensure that Work Experience Funding is only expended for the purpose of providing work experience to Work for the Dole Participants, and in accordance with:
- (a) the Approved Budget for each Work for the Dole Activity;
  - (b) the Guidelines; and
  - (c) the Work Experience Principles.
- 63.19 The Provider must not use Work for the Dole Activities or Work Experience Funding to acquire any benefit or gain, or to fund any operations, activities or infrastructure of the Provider which would have been acquired or in place had the Work for the Dole Activity not Commenced.
- 63.20 Unless otherwise specified in the Guidelines, the Provider must not use Work Experience Funding to purchase any insurance required under this Contract
- 63.21 The Provider must ensure that the average amount of Work Experience Funding used per Activity Place (excluding Excess Work for the Dole Participant Costs) in an ESA does not exceed the Average WEF specified in Item E4.14 of Schedule E4 [Contract and Business Details].
- (a) *DEEWR's power of direction over Activities*



- 63.22 DEEWR may, at any time and at its absolute discretion, give a written direction to the Provider in relation to a Work for the Dole Activity, or a type of Work for the Dole Activity or a Sponsor's Activity Application, including a direction that:
- (a) an Activity be terminated;
  - (b) an Activity be varied, including by varying the proposed budget or the Approved Budget;
  - (c) an Activity be managed directly by the Provider, rather than a Sponsor Organisation;
  - (d) the Provider must approve an Activity set out in a Sponsor's Activity Application; or
  - (e) the Provider must not approve an Activity or type of Activity.
- 63.23 If DEEWR gives a direction to the Provider in relation to a Work for the Dole Activity, or a type of Work for the Dole Activity or a Sponsor's Activity Application, the Provider must:
- (a) immediately take any action required by the direction; and
  - (b) continue to perform the Services in accordance with the direction.

#### **64. WORK FOR THE DOLE SPECIAL ACTIVITIES**

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64.1 For the purposes of this clause 64, the following terms have the following meanings:

**Special Activity** means a Work for the Dole Activity:

- (a) involving Children;
- (b) involving activities that industry accreditation requirements, industry standards or the law require be carried out only by persons who have not been convicted of certain crimes; or
- (c) specified by DEEWR to be a Special Activity; and

**Special Activity Organisation** means:

- the Provider and any Sponsor Organisations, Host Organisations or other organisations which are responsible for the conduct of any part of the Special Activity; or
- the organisation at whose premises a Special Activity is to be undertaken; or
- the organisation with responsibility for persons who might be put at risk by the Special Activity; or
- any other organisation specified by DEEWR to be a Special Activity Organisation.

64.2 If a Work for the Dole Activity involves a Special Activity, the Provider must:

- (a) ensure that any State or Territory statutory requirements regarding working with Children have been complied with, including without limitation checks required under the *Child Protection (Prohibited Employment) Act 1998* (NSW), the *Commission for Children and Young People Act 1998* (NSW), and the *Commission for Children and Young People and Child Guardian Act 2000* (Qld);
- (b) take any steps to ensure that the conduct of the Special Activity does not put people at undue risk of injury or mistreatment, including by complying with any Guidelines issued by DEEWR;
- (c) use appropriate selection procedures so as to ensure that only suitable Work for the Dole Participants and supervisors are chosen for the Special Activities;
- (d) ensure that the principal (or equivalent) of the Special Activity Organisation (or their delegate):
  - (i) **participates in interviews to select Work for the Dole Participants and supervisors for the Special Activity;**
  - (ii) **agrees to the selection of a particular Work for the Dole Participant and supervisors for the Special Activity; and**
  - (iii) **where the Participant and/or supervisor has signed a ‘Consent to Obtain Personal Information’ form, is advised of the nature of any relevant pending criminal proceedings, or the details of any relevant convictions or findings of guilt recorded against the Participant and/or the supervisor;**
- (e) make such reasonable enquiries as will establish that the prospective Work for the Dole Participant and/or supervisor is a ‘fit and proper’ person to be involved in the Activity, including any enquiries required by relevant industry accreditation requirements, industry standards or law;
- (f) arrange for the consent of the prospective Work for the Dole Participant or supervisor to the Australian Federal Police checks referred to in clause 64.2(g) and to the release of the results of those checks to all relevant persons, including officers of DEEWR and the principal (or equivalent) of the Special Activity Organisation (or their delegate);
- (g) arrange for appropriate Australian Federal Police checks to be carried out to establish whether the prospective Work for the Dole Participant or supervisor has any record of convictions for crimes and, if so, the details of those convictions (these checks must include checks of any convictions which are excluded from the Spent Convictions Scheme in Part VIIC of the *Crimes Act 1914* (Cth));
- (h) arrange any other criminal record and character checks reasonably required by the Special Activity Organisation;

- (i) ensure that no Work for the Dole Participant or supervisor on the Special Activity has any record of convictions for crimes which suggest that people will be put at undue risk of injury or mistreatment;
  - (j) in the case of circumstances where the Work for the Dole Participants and supervisors on Special Activities may have direct or indirect contact with Children, ensure that no Work for the Dole Participant or supervisor has any record of convictions for crimes against a Child; and
  - (k) ensure that all Work for the Dole Participants undertaking Special Activities are adequately supervised so as to ensure no harm is caused to others by the Work for the Dole Participants, including ensuring that:
    - (i) **there is at least one supervisor for every 5 Work for the Dole Participants undertaking a Special Activity;**
    - (ii) **a responsible person employed by the Special Activity Organisation is present at the Activity location at all times when Work for the Dole Participants are working on the Activity; and**
    - (iii) **the Special Activity Organisation retains management responsibility for all persons involved in or affected by the Special Activity.**
- 64.3 Where Work for the Dole Participants or supervisors are required to undergo an Australian Federal Police check, the Provider must ensure that the Participants or supervisors are required to notify the Provider of any changes in the information provided in relation to that Australian Federal Police check within 5 Business Days.
- 64.4 Where the Provider receives notification that there have been changes in the information provided in relation to a Work for the Dole Participant's or supervisor's Australian Federal Police check, the Provider must immediately decide, on the information available, whether it is appropriate to:
- (a) leave the Participant or supervisor on that Activity;
  - (b) move the Participant or supervisor to an Activity which is not a Special Activity; or
  - (c) repeat the Australian Federal Police check process,
- and the Provider must immediately act in accordance with their decision.
- 64.5 Subject to any legislative requirements and any changes in the information provided in relation to an Australian Federal Police check, an Australian Federal Police check undertaken on a Work for the Dole Participant or supervisor will remain valid for the purposes of this Contract:
- (a) for a maximum period of 12 months or such other maximum period specified by DEEWR from time to time; or
  - (b) such lesser period as determined by the Provider and agreed by the Special Activity Organisation,

and the checks must be repeated if the Work for the Dole Participant or supervisor continue on a Special Activity after that time.

64.6 DEEWR will pay:

- (a) the Australian Federal Police directly, for all Australian Federal Police checks; and
- (b) the cost of any other criminal record and character checks reasonably required by a Special Activity Organisation,

conducted under this clause 64 and in relation to Participants. The cost of such checks, in relation to supervisors, will be borne by the Provider or Sponsor Organisation, as the case may be.

64.7 The Provider must retain the records of the Australian Federal Police checks, for the duration of the Special Activity to which they relate, in a lockable cabinet or on a secure information system used solely for the storage of those records. Subject to the operation of clause 64.5 and the application of the requirements of clause 25.6 of Part A, the Provider must destroy those records at the end of the Work for the Dole Participant or supervisor's participation in the Special Activity to which the records relate.

64.8 The Provider must not refer a Work for the Dole Participant to, or commence a supervisor on, a Special Activity until clauses 64.2 and 64.3 have been complied with.

## **65. COMMUNITY WORK**

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65.1 The Provider must facilitate the placement of Participants who are eligible for Community Work into a Community Work Placement by:

- (a) providing information and material on Community Work Placement opportunities of Participants;
- (b) assisting Participants to find Community Work Placements; and
- (c) making appointments and inquiries with potential Community Work organisations on behalf of Participants.

65.2 Where a Participant has elected to undertake Community Work, the Provider must submit the Community Work Placement to Centrelink for approval and must receive that approval before the Community Work Placement can Commence.

65.3 If a Community Work Participant decides prior to their agreed Commencement on the Community Work Placement that they do not want to participate in Community Work, the Provider must offer the Participant a place on a Work for the Dole Activity.

65.4 The Provider must check that each organisation hosting Community Work Placements complies with the eligibility criteria specified in the Guidelines.

- 65.5 The Provider must:
- (a) give to all Community Work Participants during their first interview a Volunteer Organisation Form, provided by DEEWR, that outlines the insurance that must be held by an organisation hosting a Community Work Placement and that contains a declaration to be signed by the Community Work organisation to that effect;
  - (b) instruct the Community Work Participant to give the Community Work organisation the Volunteer Organisation Form; and
  - (c) ensure that the Community Work organisation has signed the declaration, stating that they have the required insurance, before agreeing to the Community Work Placement.
- 65.6 The Provider must inform Centrelink when a Community Work Participant has Commenced on a particular Community Work Placement.
- 65.7 The Provider must contact each Community Work Participant and their hosting Community Work organisation at least once at or after the midway point of the Community Work Placement to check on the progress of the Placement. The Provider must prepare and keep on an appropriate file a written Report that documents these contacts, and provide a copy of the Report to DEEWR or the Participant's Job Network Member on request.
- 65.8 In the case of Community Work Participants who are deemed by DEEWR to be eligible to receive a Passport to Employment, the Provider must ensure that those Participants who are interested in receiving a Passport to Employment are provided with:
- (a) assistance with obtaining references from Approved Volunteer Organisations; and
  - (b) assistance to complete a skills audit on the skills obtained during participation in the Community Work Activity in the form provided by DEEWR.

## **66. TRAINING CREDITS**

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- 66.1 DEEWR will pay the Provider Training Credit Funding in accordance with clause 70.19, and the Provider must use the Training Credit Funding to purchase training or associated training materials prescribed in the Guidelines, according to each Participant's eligibility for Training Credits.
- 66.2 The Provider must give the information and material about Training Credits specified by DEEWR to Participants at their initial interview.
- 66.3 Subject to clause 66.4, Schedule E3 [Participant Eligibility] Column 6 sets out the Participants' Training Credit participation requirements and the amount of credit they are eligible for. Schedule E3 [Participant Eligibility] may be amended unilaterally by DEEWR by written notice but as at the Commencement Date eligible Participants may receive:

- (a) Training Credits to a total value of \$800 on completion of their full Training Credit participation requirement; and
- (b) early access to Training Credits of up to \$300 of the \$800 Training Credit referred to in clause **Error! Reference source not found.**, is available to Work for the Dole Participants:
  - (i) **on completion of their early access Training Credit participation requirement (Community Work Participants are not eligible for early access); but**
  - (ii) **subject to their Provider determining that their attendance at the Activity has been satisfactory.**

**Note: Training Credit participation requirements may exceed a Participant's Community Work or Work for the Dole Participation Requirement.**

- 66.4 If a Drought Force Fee is payable under clause 69.5, a Participant may also receive Training Credits to a total value of \$800 on commencement of their Work for the Dole Participation Requirement, where the Participant Commences on a Drought Force Activity for the first time.
- 66.5 Once a Participant becomes eligible for Training Credits, the Provider must:
  - (a) provide guidance to the Participant on suitable training, including by referring the Participant to free career counselling provided by CRS Australia, where appropriate;
  - (b) assess whether training selected by a Participant is suitable as based on the Guidelines; and
  - (c) use Training Credit Funding to pay for suitable training for the Participant to the value of the accrued Training Credits for that Participant and in accordance with the Guidelines.
- 66.6 The Provider must process any refunds received in respect of training purchased using the Training Credit Funding in accordance with the Guidelines (for example, where a Participant's training is cancelled).
- 66.7 Hours spent by Participants attending training purchased using their Training Credits are counted as participation hours.

## **67. PROMOTIONAL ACTIVITIES**

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- 67.1 The Provider must give at least 20 Business Days notice of upcoming promotional events, such as local announcements, launches and graduations, to DEEWR and ensure that the responsible Minister or the Minister's representative and any other DEEWR employee is able to attend such promotional events. The Account Manager will liaise with the Provider to ensure that the date for the event is suitable.
- 67.2 The Provider must at all Sites:

- (a) prominently display Work for the Dole signage approved by DEEWR; and
  - (b) display and distribute Work for the Dole and Community Work brochures, leaflets and posters.
- 67.3 The Provider must ensure that at each Activity location, the Provider, Sponsor Organisation or Host Organisation (as applicable) prominently displays signage which indicates that the Work for the Dole Activity has been funded by the Australian Government under the Work for the Dole programme for the full duration of the Activity.
- 67.4 The Provider must ensure that, if the result of an Activity is a permanent structure or renovations to a permanent structure, then there must be a permanent recognition (such as a plaque) which indicates that the Work for the Dole Activity has been funded by the Australian Government.
- 67.5 The Provider must ensure that all advertisements, promotional activities and any other public relations matters in relation to this Contract are consistent with the requirements of the Guidelines.
- 67.6 The requirements in this clause 67 are in addition to the requirements of Part A clause 40 [Acknowledgment and Promotion].

## **68. ADMINISTRATIVE REQUIREMENTS**

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- 68.1 The Provider must complete all forms required by Centrelink or DEEWR, including forms and screens contained within DEEWR IT Systems, within a reasonable time of those forms being required.
- 68.2 If requested by DEEWR, the Provider must:
- (a) distribute questionnaires to Participants and ask the Participants to complete the questionnaires; and
  - (b) take steps specified by DEEWR to facilitate the return of the questionnaires to DEEWR.
- 68.3 The Provider must perform any other management tasks as reasonably required by DEEWR.
- 68.4 All Fees and Funds under this Contract must be claimed through, and will be paid through, DEEWR IT Systems.

## **69. FEES**

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- 69.1 DEEWR will pay the Provider the following Fees:
- (a) Service Fees in accordance with clauses 69.3 and 69.4;
  - (b) Drought Force Fees in accordance with clause 69.5;
  - (c) Community Work Fees in accordance with clause 69.6;

- (d) Ancillary Payments in accordance with clauses 69.7 and 69.8; and
- 69.2 Training Incentive Fees in accordance with clause 19.8
- (a) Service Fees
- 69.3 At the start of each Performance Period, DEEWR will pay the Provider the Service Fee set out in Item E4.13 Schedule E4 [Contract and Business Details] per Allocated Place in an ESA.
- 69.4 If the Provider is assigned Additional Places, DEEWR will pay the Provider a further Service Fee per Additional Place.
- (a) Drought Force Fees
- 69.5 DEEWR may pay the Provider:
- (a) for a new Drought Force Activity (that is, a Drought Force Activity which was not a pre-existing Activity), \$300 for each Activity Place made available on that Drought Force Activity; and
- (b) for an existing Activity that becomes a Drought Force Activity, \$150 for each Activity Place made available on that Drought Force Activity.
- (c) Community Work Fee
- 69.6 For the first time per referral that each Participant is placed into a Community Work Placement, DEEWR will pay the Provider \$550.
- (a) Ancillary Payment
- 69.7 DEEWR may pay the Provider Ancillary Payments at DEEWR's absolute discretion to cover unexpected costs that DEEWR has directed that the Provider incur.
- 69.8 The Parties agree that DEEWR may make an Ancillary Payment to reimburse the Provider for Medicare 'gap' expenses which the Provider has paid to a Participant pursuant to clauses 57.8 and 57.9, but only where the expense was paid with DEEWR's approval and in accordance with the Guidelines.
- (a) Training Incentive Fee
- 69.9 DEEWR will pay the Provider a Training Incentive Fee of \$500 per Participant:
- (a) **where a Participant has commenced and completed approved training in accordance with the Guidelines;**
- (b) **following the provision of evidence to DEEWR's satisfaction of the commencement and completion of the training, in the form specified by DEEWR from time to time; and**
- (c) **in accordance with the Guidelines.**



## 70. FUNDS

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(a) General

70.2 DEEWR will pay the Provider the following types of Funding:

- (a) Work Experience Funding, including Excess Work for the Dole Participant Costs;
- (b) Training Credit Funding; and
- (c) Community Work Costs.

70.3 For the purposes of clause 8.4(b) of Part A, the Provider must keep the Funding referred to in clauses 20.1(a) and (b) in an account which is:

- (a) established and used solely to account for and administer the Funding referred to in clauses 20.1(a) and (b); and
- (b) separate from the Provider's other operational accounts.

(c) Audits and acquittals

70.4 DEEWR may at any time appoint an auditor (to be paid by DEEWR) to conduct an audit of the Funding, or of one or more Activities, and the Provider must assist the auditor to conduct the audit, including by providing access in accordance with Part A clause 27 [Access to Premises and Records].

70.5 The Provider must, if requested by DEEWR at any time and at the Provider's expense, supply any or all of the following:

- (a) an audited financial statement of income and expenditure in respect of the Funding prepared by an Approved Auditor in accordance with the Australian Auditing Standards, which must include a definitive statement as to whether the financial information supplied by the Provider represents the relevant financial transactions fairly and is based on proper accounts and records (an **Audited Statement**);
- (b) a copy of a letter or report from the Approved Auditor including:
  - (i) **specific comment on the adequacy of financial controls being maintained by the Provider;**
  - (ii) **specific comment on the Provider's financial position as it relates to any issues affecting its ability to repay surplus Funds; and**
  - (iii) **where there are any qualifications or limitations on the audit, an outline of the reason(s) for the qualifications or limitations and the remedial action recommended; and**
- (c) an acquittal statement in the form specified by DEEWR which itemises expenditure of the Funding and verifies that all Funding received under this Part, or in respect of a particular Activity:

- (i) **was spent in accordance with this Contract and, if the statement relates to a particular Activity, the relevant Approved Budget;**
- (ii) **that the Provider is satisfied that any Funding provided to a Sponsor Organisation or Host Organisation was expended by that Organisation in accordance with the relevant Approved Budget and this Contract; and**
- (iii) **that the Provider has complied with this Contract (for the purposes of this clause 70, an Acquittal Statement).**

For the purposes of this clause 70.5, an **Approved Auditor** is a person who:

- (d) is registered as a company auditor under the Corporations Act 2001, or an appropriately qualified member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants; and
- (e) is not a principal, member, shareholder, officer, agent, subcontractor or employee of the Provider or of a related body corporate as defined in section 9 of the Corporations Act 2001, or the Provider's Qualified Accountant.

70.6 The Acquittal Statement referred to in clause 70.5(c) must be signed and verified by:

- (a) if the Provider is an incorporated body, its Chairperson, Chief Executive Officer, Chief Financial Officer or a person authorised by the Provider to execute documents and legally bind the Provider by their execution. Satisfactory evidence of the said authorisation may be required by DEEWR;
- (b) if the Provider is a Consortium, the lead member of the Consortium in accordance with clause 70.6(a) (if the lead member is an incorporated body) or clause 70.6(d) (if the lead member is an individual);
- (c) if the Provider is a partnership:
  - (i) **a majority of the partners; or**
  - (ii) **a person or persons authorised by a majority of the partners to act on behalf of the partners in accordance with the Provider's Constitution. Satisfactory evidence of the said authorisation may be required by DEEWR; or**
- (d) if the Provider is an individual, that person.

*The Provider should note that under the Criminal Code Act 1995 section 137.1, giving false or misleading information is a serious offence.*

(e) Work Experience Funding (WEF)

70.7 DEEWR will pay Work Experience Funding, for an Activity, to the Provider by one of two instalment methods (refer clause 70.10), up to the total maximum of Work Experience Funding specified in the Approved Budget, but

subject to the prospect of Excess Work for the Dole Participant Costs under clauses 70.17 and 70.18.

- 70.8 There will be a limit on the total amount of Work Experience Funding that will be available over the Service and Transition Periods for each ESA. DEEWR will calculate the total amount of Work Experience Funding available in each ESA for the Provider, based on an estimation of the total number of Allocated Places the Provider will receive over the Service Period, multiplied by the Average WEF (as set out in Item E4.14 Schedule E4 [Contract and Business Details]). This amount is calculated as follows:

$$\text{[Average WEF} \times (\text{Total Allocated Places} + \text{Total Additional Places})] + \text{Total Excess Work for the Dole Participant Costs}$$

- 70.9 The total amount of available Work Experience Funding will be adjusted each time the Provider receives Allocated Places or Additional Places. DEEWR will advise of the total amount of WEF for the Provider that is available in an ESA, for that Provider, at any point in time.

(a) WEF payment methods

- 70.10 At the beginning of an Activity, the Provider can choose Work Experience Funding for that Activity to be paid by DEEWR by either:

- (a) the Advance Instalments method set out in clause 70.12; or
- (b) the Online Instalments method set out in clause 70.13.

- 70.11 The Parties agree that in principle Work Experience Funding should be paid to the Provider by DEEWR as it is needed for the Activity. Accordingly, the Provider must pay the Work Experience Funding to any Sponsor Organisation using the same method as it is paid to the Provider by DEEWR. Consequently, when the Provider is selecting its payment method, and the size and frequency of instalments, it should take into account when the Funding is needed, and any risk factors associated with the size and timing of payments to the Sponsor Organisation.

- 70.12 Under the Advance Instalments method, the Provider may claim:

- (a) one or more advance instalments to a cumulative maximum of  $\$0.8N(O+P)$ , where:

N = the number of approved Activity Places that must be made available on the Work for the Dole Activity;

O = the Project Unit Cost; and

P = the Participant Unit Cost; and

- (b) one arrears instalment of at least 20 per cent of the total Work Experience Funding required for the Activity, payable subject to a satisfactory Acquittal Statement (refer clause 70.14(b)),

where:

- (c) **Project Unit Cost** means a component of the Approved Budget for a Work for the Dole Activity equal to the total project costs specified in the Approved Budget and divided by the total number of Activity Places that must be made available on the Activity; and
  - (d) **Participant Unit Cost** has the meaning given in clause 51.4.
- 70.13 Under the Online Instalments method the Provider may claim instalments each equal to  $\$(A+B)$ , where:
- A = the amount, if any, that the Provider has evidence sufficient to provide an acquittal to the satisfaction of DEEWR that the amount has been expended in accordance with the Approved Budget, and in respect of which the Provider has not already claimed a payment; and
  - B = the amount, if any, that the Provider is reasonably satisfied will be spent in accordance with the Approved Budget within the next 20 Business Days and in respect of which the Provider has not already claimed a payment.
- 70.14 The Provider must:
- (a) claim all Work Experience Funding (including any arrears instalment under clause 70.12(b)) within three months after the completion of each Work for the Dole Activity; and
  - (b) provide an Acquittal Statement as per clause 70.5(c), verifying expenditure of all Work Experience Funding claimed for that Activity, within 40 Business Days after the completion of each Activity.
- 70.15 If some or all of the Work Experience Funding has not been acquitted to DEEWR's satisfaction, the Provider must repay this amount to DEEWR within 20 Business Days of a written notice from DEEWR requiring repayment.
- 70.16 For the avoidance of doubt, the Provider is responsible for ensuring that any Work Experience Funding forwarded to a Sponsor Organisation is expended by the Sponsor Organisation strictly in accordance with the Approved Budget for the Work for the Dole Activity, and for repaying to DEEWR any unacquitted monies paid to a Sponsor Organisation.
- (a) Excess Work for the Dole Participant Costs
- 70.17 Excess Work for the Dole Participant Costs are a form of Work Experience Funding payable where additional Participants are placed on a Work for the Dole Activity after the Approved Budget has been finalised and the Activity has Commenced. They are an adjustment recognising that some costs fluctuate based on the number of Participants that Commence an Activity. Excess Work for the Dole Participant Costs must be claimed and acquitted in accordance with clauses 70.10 to 70.16.
- 70.18 Accordingly, where the Provider:

- (a) places additional Participants in a Work for the Dole Activity that are in excess of the number of Activity Places specified for the Activity; and
- (b) the Participants have not previously Commenced on that Activity during the previous 26 weeks,

then the Provider may claim, in addition to the Work Experience Funding specified in the Approved Budget, Excess Work for the Dole Participant Costs calculated as follows:

Participant Unit Cost x number of additional Participants Commenced.

- (c) Training Credit Funding

70.19 DEEWR will pay Training Credit Funding to the Provider as follows:

- (a) the first instalment, being:
  - \$300 x Allocated Places for Performance Period 1
  - at the commencement of Performance Period 1; and
- (b) subsequent instalments being:
  - \$300 x Allocated Places for Performance Period 1

following acquittal of at least 85 percent of the immediately prior instalment and 100 percent of all other prior instalments of Training Credit Funding to the satisfaction of DEEWR.

70.20 The acquittal referred to in clause 70.19(b) must include an Acquittal Statement as per clause 70.5(c) satisfactory to DEEWR and verifying that 85 percent of the immediately preceding instalment and 100 percent of all other prior instalments of Training Credit Funding were spent in accordance with this Contract. At the end of:

- (a) the Transition Period; or
- (b) if the Transition Period does not apply to the Provider, at end of the Service Period,

Training Credit Funds must be acquitted and repaid in accordance with clause 8.9 of Part A.

- (c) Community Work Costs

70.21 The Provider may incur Community Work Costs:

- (a) up to a maximum of \$220 per Community Work Participant; and
- (b) in accordance with the Guidelines as to the type of costs that will be reimbursed by DEEWR as Community Work Costs.

70.22 DEEWR will pay the Community Work Costs to the Provider as a reimbursement following receipt of a correctly rendered Tax Invoice and evidence to DEEWR's satisfaction that the Community Work Costs have been incurred.

70.23 DEEWR will reimburse the Provider on the following basis:

- (a) the Community Work Costs paid by the Provider for a Community Work Participant, less any input tax credits that the Provider is entitled to in respect of the payment of the Community Work Costs; plus
- (b) the GST payable by the Provider on Taxable Supplies made by the Provider under this clause 70.23.

## **71. TAX INVOICES**

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- 71.1 All payments are subject to the Provider submitting a Tax Invoice on DEEWR IT Systems, or as otherwise required by DEEWR.
- 71.2 Tax Invoices for Service Fees payable for Allocated Places must be submitted within 20 Business Days of the beginning of the Performance Period to which the Services Fees relate, and must include the following details:
  - (a) the Contract identification number; and
  - (b) the Performance Period in respect of which the payment is claimed; and
  - (c) the number of Allocated Places for which the Service Fee is claimed.
- 71.3 Tax Invoices for Drought Force Fees must be submitted within 40 Business Days of the end of the Drought Force Activity.
- 71.4 Work Experience Funding Tax Invoices must include the Contract and Activity identification numbers. They can be submitted up to 20 business days prior to the Work for the Dole Activity Commencing and must be submitted within three months after the completion of the Activity.
- 71.5 Tax Invoices for Community Work Fees and Costs must be submitted monthly, after the last Business Day of each calendar month, and within 20 Business Days of the end of that month.
- 21.5A Tax Invoices for Training Incentive Fees must be submitted monthly, after the last Business Day of each calendar month, and within 20 Business Days of the end of that month.
- 71.6 Subject to acceptance of the Services by DEEWR, the due date for payment shall be within 20 Business Days after delivery of the Services and a correctly rendered Tax Invoice.

## **72. INSURANCE**

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- 72.1 Further to clause 29 of Part A, the Provider must, for as long as any obligations remain in connection with this Part E, have and maintain the following insurance:
  - (a) public liability insurance, written on an occurrence basis, with a limit of indemnity of at least \$10 million in respect of any one occurrence which covers:

- (i) **the Provider's liability and the liability of its employees (including to DEEWR and to the Participants); and**
  - (ii) **the vicarious liability of DEEWR in respect of the acts or omissions of the Provider,**  
in respect of:
    - (iii) **loss of, damage to, or loss of use of any real or personal property (including property of DEEWR in the care, custody or control of the Provider); and**
    - (iv) **the bodily injury of, disease or illness (including mental illness) to, or death of, any person,**  
arising out of or in connection with the Provider's performance of the Services under this Part E;
- (b) insurance which insures any injury, damage, expense, loss or liability suffered or incurred by any person engaged in work by the Provider under this Part E including employees and deemed employees:
- (i) **giving rise to a claim:**
    - (A) **under any statute relating to workers' or accident compensation; and**
    - (B) **where the Provider is delivering any part of the Services in Western Australia, for employer's liability at common law with a limit of indemnity of not less than \$50 million for any one event;**
  - (ii) **in each State or Territory where the Provider's employees normally reside or where their contract of employment was made, or where the Services are being delivered; and**
  - (iii) **where possible under the relevant law or scheme governing workers' compensation insurance and in respect of all employers' liability policies, extending to indemnify DEEWR for its liability as principal in relation to any claim by an employee of the Provider;**
- (c) for any motor vehicle used in the performance of the Services, insurance for not less than \$20 million for any occurrence which covers:
- (i) **third party property damage arising from the use of any plant or vehicles (registered or unregistered) used in respect of the performance of the Services pursuant to this Part E (including transporting Participants); and**
  - (ii) **the personal injury of, disease or illness (including mental illness) to, or death of, any person arising from the use of any unregistered plant or vehicles used in or in connection with the**

**performance of the Services pursuant to this Part E (including transporting Participants);**

- (d) compulsory third party motor vehicle insurance in respect of all registered vehicles used in the performance of any Services under this Part E (including transporting of Participants in employees' vehicles); and
- (e) products liability insurance written on an occurrence basis with a limit of indemnity of at least \$10 million in respect of any one occurrence and in the aggregate for all claims arising during any one 12 month policy period, which covers:
  - (i) **the Provider's liability and the liability of its employees (including to DEEWR); and**
  - (ii) **the vicarious liability of DEEWR in respect of the acts or omissions of the Provider,**  
in respect of:
    - (iii) **loss of, damage to, or loss of use of any real or personal property (including property of DEEWR in the care, custody or control of the Provider); and**
    - (iv) **the bodily injury of, disease or illness (including mental illness) to, or death of, any person,**  
arising out of or in connection with any products installed, repaired, serviced, sold, supplied or distributed in connection with this Part E.

### **73. REPORTS**

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- 73.1 The Provider must ensure that the following Reports are prepared and provided to DEEWR in a form required by DEEWR:
- (a) within 40 Business Days of completion of each Work for the Dole Activity, a Work for the Dole Activity Completion Report attaching a completed Acquittal Statement (refer clause 70.5(c)) and containing qualitative information about the Activity that includes:
    - (i) **the name and system generated identification number of the Work for the Dole Activity;**
    - (ii) **details of any Sponsor Organisations and Host Organisations;**
    - (iii) **a discussion of the extent to which the Activity achieved the expected objectives;**
    - (iv) **a discussion of factors that impacted on successful completion of the Activity; and**
    - (v) **any other matters specified by DEEWR;**



- (b) a Performance Report within 40 Business Days of the end of each Performance Period or the end of the Transition Period as the case may be, or at such other times as specified by DEEWR, in a form specified by DEEWR that provides contextual information about the Provider's performance against the KPIs (refer clause 75 [Performance Management and KPIs]);
  - (c) an Activity Monitoring Report for each Work for the Dole Activity in accordance with clause 63.16, not later than the time the Work for the Dole Activity Completion Report is provided (refer clause 73.1(a)); and
  - (d) a Funding Interest Report listing the total interest that has been earned on the Funding, to be provided after each 30 June falling in the Service Period and at the end of the Transition Period, which is signed by the Provider's Chief Executive Officer (or equivalent), or by a person that the Provider warrants in writing to DEEWR has the necessary authority to bind the Provider.
- 73.2 If required by DEEWR, the Provider must produce bank statements and other source documents in support of the Funding Interest Report referred to in clause 73.1(d).
- 73.3 The provision of the Reports at the times specified in this clause 73 is an essential term of this Contract and a breach of any Reporting requirement will, without limiting any other rights DEEWR may have, entitle DEEWR to take action under Part A clause 36 [Remedies] or Part A clause 38 [Termination for Default].

*The Provider should note that under section 137.1 of the Criminal Code Act 1995 giving false or misleading information is a serious offence.*

## **74. ASSETS**

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### (a) Assets Register

- 74.2 For each Activity the Provider must maintain a register (an **Assets Register**) which lists each Asset purchased, leased, created or otherwise brought into existence for the Activity.
- 74.3 The Assets Register must specify:
- (a) the date on which each Asset was purchased, leased, created or otherwise brought into existence;
  - (b) the location of the Asset; and
  - (c) the value of the Asset,
- and otherwise be in a form as directed in writing by DEEWR.

### (d) Assets Disposal Plan

- 74.4 For each Activity the Provider must:

- (a) develop a plan for the disposal of each Asset listed in an Assets Register (an **Assets Disposal Plan**); and
  - (b) include that Plan with the Activity Lodgement Form for the Activity.
- 74.5 The Assets Disposal Plan must be consistent with the Work Experience Principles.
- (a) Treatment of Assets
- 74.6 At the completion of each Activity, the Provider must:
- (a) use their best endeavours to recover any Asset or Secondary Asset then in the possession of a Participant; and
  - (b) dispose of:
    - (i) **each Asset in accordance with the Assets Disposal Plan; and**
    - (ii) **each Asset and each Secondary Asset with the effect that neither the Provider, nor a Participant, obtains any material or commercial benefit from the disposal or subsequent use of that Asset.**
- 74.7 For the purposes of clause 74.6, if a Participant exits an Activity before the Activity is completed, then the requirements of that clause arise at the time the Participant exits the Activity.
- (a) Audit by DEEWR
- 74.8 DEEWR may, at any time during or after the completion of an Activity, audit the Provider's Assets Register and Assets Disposal Plan, to determine whether the requirements of this clause 0 have been complied with (an **Assets Audit**).
- 74.9 If, as a result of an Assets Audit, DEEWR reaches the view that an Asset:
- (a) should have been listed in the Assets Register, and it was not listed, then DEEWR may require the Provider to correct the Register; or
  - (b) could have been recovered from a Participant, and it was not recovered, then DEEWR may require the Provider to undertake appropriate steps to seek to recover the Asset.
- 74.10 If, as a result of an Assets Audit, DEEWR reaches the view that an Asset has been disposed of:
- (a) other than in accordance with the Assets Disposal Plan; or
  - (b) with the effect that either the Provider, or a Participant, has obtained a material or commercial benefit from the disposal or subsequent use of the Asset,

then DEEWR may require the Provider to repay to DEEWR an amount equal to the value of the Asset.

*The Provider should note that this clause 24 applies equally to Sponsor Organisations as subcontractors of the Provider.*

## 75. PERFORMANCE MANAGEMENT AND KPIS

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- 75.1 For the purposes of Part A clauses 1.1 [Interpretation and Precedence] and 18 [Performance Management]:
- (a) the KPIs for Community Work Coordinator Services are set out in clauses 75.2 to 75.4;
  - (b) the particular application of KPIs 1 and 2, to Performance Reviews via the Star Ratings, is set out in clauses 75.5 to 75.8;
  - (c) the application of KPI 3, following a failure to perform against that KPI, is set out in clause 75.9; and
  - (d) the assessment of performance under Community Work Coordinator Services Contracts 2002, for Performance Period 1 and where applicable, is set out in clause 75.10.
- (e) Description of KPIs
- 75.2 KPI 1: Efficiency – the Provider must demonstrate:
- (a) efficient use of Allocated Places – measured by dividing the total number of Completed Places (as determined under clause 59.12) achieved by the Provider over a specific period by the total number of Allocated Places and Additional Places for that period;
  - (b) efficient conversion of referrals into Commencements in Work for the Dole Activities – measured by dividing the number of Commencements in Work for the Dole Activities by the number of Participants referred to the Provider who were eligible for Work for the Dole; and
  - (c) timeliness of commencement of job seekers on an Activity – measured by the average number of Business Days between the date the Provider interviews a Participant and the date the Participant first Commences on a Work for the Dole Activity, and by the availability of initial interview sessions that the Provider had in place at the time each Participant is referred. Performance will be assessed against the applicable time periods specified in clause 56.
- 75.3 KPI 2: Effectiveness – the Provider must demonstrate that it:
- (a) has provided Activities that address the Skills in Demand for the relevant ESA – assessed by DEEWR Account Managers reviewing a sample of Work for the Dole Activities to ensure that they address the Skills in Demand in the ESA; and
  - (b) has achieved:
    - (i) **satisfactory completion of, and community support for, Activities;**
    - (ii) **diversity and range of Activities;**

- (iii) **adequate ESA coverage, in terms of the geographic spread of Activities across the ESA; and**
- (iv) **compliance with this Part E and the Guidelines when developing and approving Activities,**  
 assessed by Account Managers reviewing information in DEEWR IT Systems and other information including information drawn from Work for the Dole Activity Completion Reports (refer clause 73.1), notifications of accidents and reports of incidents (refer clauses 57.5 and 57.6), and ‘Post Placement Monitoring Surveys’ (administered by DEEWR).

75.4 KPI 3: Quality – the Provider must demonstrate the extent to which the Provider offers a service to Participants, Sponsor Organisations and Host Organisations that complies with the Contract and is in accordance with the Code of Practice [Annexure 1, Part A] and the Community Work Coordinator Service Guarantee [Schedule E1] – assessed by DEEWR’s satisfaction with the delivery of Services including, but not limited to:

- (a) evidence of delivery of personalised services to Participants, through findings of Activity and Site visits by DEEWR, quality audit projects or other qualitative information; and
- (b) the number and type of serious Complaints, the incidence of Complaints of the same type or from the same Participant, Sponsor Organisation or Host Organisation, as the case may be, and the active management of Complaints by the Provider, including any assistance to DEEWR in negotiating Complaint resolution,

and that the Provider has attracted positive responses via surveys of Work for the Dole Participants – assessed by the number of positive responses to the relevant questions, including the extent to which the supervisors have provided mentoring services to Work for the Dole Participants, in the ‘In Programme Monitoring Surveys’ and ‘Post Placement Monitoring Surveys’ administered by DEEWR, as a percentage of total responses for each Provider.

(c) KPIs 1 and 2 – application of Star Ratings

75.5 The Provider will be allocated a Star Rating for each ESA, after the end of each Performance Period and at the end of the Transition Period, and at any other time determined by DEEWR.

75.6 Each Star Rating will be calculated using a weighting against each element of KPI 1 and 2, as determined by DEEWR.

75.7 After individual providers’ scores have been allocated they will be moderated, applying regression analysis, to take into account the impact of local labour market conditions, job seeker characteristics, employment exits and other variables determined by DEEWR.

- 75.8 In addition to formally evaluating the performance of the Provider in accordance with Part A clause 18.1 [Performance Management], if the Provider's Star Rating for KPIs 1 or 2 is:
- (a) 2.5 Stars or lower; or
  - (b) in any case, 2 Stars or more lower than any other provider's Star Rating in that ESA,
- then DEEWR may, in its absolute discretion and without limiting any of DEEWR's remedies under clause 18 of Part A, decrease the Provider's Market Share under clauses 59.24 to 59.27.

*The Provider should note that under clause 59.24(b), DEEWR may also increase the Provider's Market Share as a result of the decrease of another provider(s) market share.*

- (c) KPI 3 – consequences of failure

75.9 If the Provider's performance under KPI 3 is such that it is considered by DEEWR to have failed against that KPI, then DEEWR may take action under clauses 18.5 and 18.6 of Part A [Performance Management].

- (a) 2002 Contract and Performance Period 1

75.10 If the Provider is also a Contractor under a Community Work Coordinator Services Contract 2002 (a 2002 Contract), then for the purposes of this clause 75 the assessment of performance against the KPIs during Performance Period 1, under this Part E, may also include an assessment of performance under the 2002 Contract for the period 1 July 2006 to 31 December 2006.

## **76. NO GUARANTEES**

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76.1 In addition to Part A clause 34 [No Guarantees by DEEWR], DEEWR provides no guarantee of the type or category of job seekers that will be referred to the Provider, including the numbers of Voluntary Participants or Full-time Work for the Dole Participants.

## **SCHEDULE E1—CWC SERVICE GUARANTEE**

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### **COMMUNITY WORK COORDINATOR SERVICE GUARANTEE FOR SPONSOR ORGANISATIONS, HOSTS AND COMMUNITY WORK ORGANISATIONS**

You will receive ongoing services provided by your Community Work Coordinator for the Work for the Dole (WfD) and Community Work (CW) programmes. The Community Work Coordinator undertakes to provide these services without discrimination or prejudice and in a professional manner.

As a potential WfD Sponsor Organisation, you can expect your Community Work Coordinator to:

- provide accurate and informative advice about the Work for the Dole programme and the role of sponsor organisations;
- explain the requirements of the programme;
- inform you about the funds that may be available, eg to pay for a supervisor or materials; and
- provide prompt informative written feedback on the reason they cannot accept or further develop your proposal.

As part of the activity application process, your Community Work Coordinator undertakes to:

- provide helpful and active assistance in the development of your activity proposals including:
- help in identifying OH&S risks and how they will be managed;
- providing you with accurate advice about the range of things you need to consider in developing an activity proposal and meeting the required criteria for approval; and
- negotiation of activity budgets;
- consider all applications in a fair, equitable and timely manner; and
- where an activity proposal is rejected, provide informative written feedback within fourteen days of making that decision.

If your activity has been approved, your Community Work Coordinator undertakes to:

- promptly enter into a contractual arrangement with you for the provision of work experience activities;
- make timely payments to you in accordance with your contract and programme requirements; and

- monitor the progress of your activity, including budgets, risks and planned outcomes (in a manner that is consistent with the goals and objectives of the programme), and take appropriate action where necessary.

As a Sponsor Organisation or organisation that hosts a placement where the CWC is the Sponsor Organisation, you can expect your Community Work Coordinator to:

- timely and equitably refer eligible Participants and replacements when Participants leave;
- collect and maintain data from you, in a timely manner, relating to job seeker participation and action participation reporting where relevant;
- support you in the placement and management of Participants including resolving job seeker questions and issues;
- take appropriate action in relation to job seeker participation; and
- provide you with ongoing support in the delivery of work experience opportunities.

As a Community Work Organisation, you can expect your Community Work Coordinator to:

- provide accurate and informative advice about the Community Work programme and your role;
- explain the requirements of the programme;
- collect and maintain data from you, in a timely manner, relating to job seeker participation;
- resolve job seekers' questions about the programme; and
- provide you with a Volunteer Organisation Form that outlines the insurance you are required to have in place if you host a Community Work placement.

Your Community Work Coordinator is responsible for providing this guaranteed level of service.

If you are not satisfied with the service you have received from your Community Work Coordinator, you should raise this with them first—ask to speak with the manager or supervisor.

If you are still not satisfied, you should call the Customer Service line on freecall 1800 805 260. You will speak to a Customer Service Officer from the Department of Education, Employment and Workplace Relations (DEEWR) in the capital city of the State or Territory you are calling from. DEEWR is responsible for monitoring Community Work Coordinators. They will endeavour to resolve your concerns quickly, fairly and sensitively.

Your Community Work Coordinator should advise you about the Employment Services Code of Practice which tells you how they will deliver services to you. A copy of this Code is available from your Community Work Coordinator.

## **COMMUNITY WORK COORDINATOR SERVICE GUARANTEE FOR JOB SEEKERS**

You will receive services from your Community Work Coordinator for your Work for the Dole or Community Work placement. These services will take into consideration your circumstances, background, needs and skills.

During your initial interview, you can expect your Community Work Coordinator to:

- tell you about your rights and responsibilities;
- give you information about how to access Training Credits and the Passport to Employment;
- either:
- quickly place you in a Work for the Dole activity, that where possible suits your preferences and skills; or
- assist you to find a Community Work placement; and
- provide interpreter services for your interview if you need them.

When you participate in a Work for the Dole or a Community Work placement, you will receive:

- help and quality supervision;
- where possible, the opportunity to develop and apply your skills;
- the opportunity to interact with others;
- a safe working environment;
- equipment you need to participate in your activity, including protective clothing;
- answers to questions about your placement;
- help to find a course to use your Training Credit, when eligible; and
- help to assess the skills you have learned during your placement, and help to get references as part of the Passport to Employment.

Your Community Work Coordinator is responsible for providing this guaranteed level of service.

If you are not satisfied with the service you have received from your Community Work Coordinator, you should raise this with them first—ask to speak with the manager or supervisor.



If you are still not satisfied, you should call the Customer Service line on freecall 1800 805 260. You will speak to a Customer Service Officer from the Department of Education, Employment and Workplace Relations (DEEWR) in the capital city of the State or Territory you are calling from. DEEWR is responsible for monitoring Community Work Coordinators. They will endeavour to resolve your concerns quickly, fairly and sensitively.

Your Community Work Coordinator should advise you about the Employment Services Code of Practice which tells you how they will deliver services to you. A copy of this Code is available from your Community Work Coordinator.

## **SCHEDULE E2—WORK EXPERIENCE PRINCIPLES**

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Work for the Dole Services are underpinned by the following principles:

- (a) Work Experience (WE) Principle 1: Maximum variety should be achieved by way of involvement of as many and varied Sponsor Organisations and Activities as possible;
- (b) WE Principle 2: DEEWR requires the 75:25 rule relating to the requirement to have external sponsors and project activities to be genuinely observed by you unless you can demonstrate in writing that substantial efforts to find external Sponsor Organisations have failed;
- (c) WE Principle 3: There should be a reasonable mix of Brokered and Project Activities within the 75 percent of Internally Sponsored Activities;
- (d) WE Principle 4: Work Experience Funding can only be used for the purposes of providing work experience to Participants;
- (e) WE Principle 5: Each Activity must be individually costed to take account of the real, likely costs of the Activity, in terms of the stated aims of the Work Experience Funding: ie., to cover the costs incurred in running Activities and Participant costs. Costs incurred by internal providers in supporting the Activity (eg., some forms of infrastructure, administrative or overhead costs) can be included, so long as these are not covered by the Service Fees;
- (f) WE Principle 6: Work Experience Funding cannot be used to cross subsidise other elements of the Provider's operations;
- (g) WE Principle 7: Brokered Activities, in established host workplaces, are to be assessed having regard for value for money compared to other types of Activities. Each Activity should be considered on its merits;
- (h) WE Principle 8: Work Experience Funds should be distributed to meet costs where they are incurred;
- (i) WE Principle 9: DEEWR requires Providers to explain the potential availability of funding to Sponsor Organisations and to ensure that Sponsor Organisations of Brokered Activities have explained this to Hosts so that all parties can reach a well informed decision about how best to cost and distribute the available Funds in each Activity.

## SCHEDULE E3—PARTICIPANT ELIGIBILITY

For: Part E—Community Work Coordinator Services

Column 1: Age Group/ Benefit	Column 2: Eligible for CWP	Column 3: Eligible for WfD	Column 4: Community Work Participation Requirement	Column 5: Work for the Dole Participation Requirement	Column 6: Training Credit Participation Requirement
<b>Participants with a Mutual Obligation</b>					
#18 to 20 years on the full rate of Newstart/ Youth Allowance.	✓	✓	200 hours over 26 weeks.	310 hours total – minimum of 12 hours per week. Placement must be completed within 26 weeks.	Maximum of \$800 after 310 hours.  WfD Only: Early access to Training Credits to a value of \$300 for eligible participants is available after completion of 155 hours.

Column 1: Age Group/ Benefit	Column 2: Eligible for CWP	Column 3: Eligible for WfD	Column 4: Community Work Participation Requirement	Column 5: Work for the Dole Participation Requirement	Column 6: Training Credit Participation Requirement
#21 to 39 years on the full rate of Newstart /Youth Allowance.	✓	✓	240 hours over 26 weeks.	390 hours total – minimum of 15 hours per week. Placement must be completed within 26 weeks.	Maximum of \$800 after 390 hours.  WfD Only: Early access to Training Credits to a value of \$300 for eligible participants is available after completion of 195 hours.
#40 to 49 years on the full rate of Newstart Allowance.	✓	✓	150 hours over 26 weeks.	150 hours total – 12 hours per week for 13 weeks or 6 hours per week for 26 weeks.	Maximum of \$800 after:  <ul style="list-style-type: none"> <li>• 310 hours for 18-20 years; or</li> </ul>
#Parenting Payment Recipients or Principal Carer Parents in receipt of Newstart or Youth Allowance	✓	✓	150 hours over 26 weeks.	150 hours total – 12 hours per week for 13 weeks or 6 hours per week for 26 weeks.	<ul style="list-style-type: none"> <li>• 390 hours otherwise.</li> </ul> WfD Only: Early access to Training Credits to a value of \$300 for eligible

Column 1: Age Group/ Benefit	Column 2: Eligible for CWP	Column 3: Eligible for WfD	Column 4: Community Work Participation Requirement	Column 5: Work for the Dole Participation Requirement	Column 6: Training Credit Participation Requirement
whose youngest child is aged 6–15 years.*					participants is available after completion of:
#18 – 49 years on full rate of Newstart Allowance with a restricted work capacity of 15 to 29 hours per week.	✓	✓	150 hours over 26 weeks.	150 hours total – 12 hours per week for 13 weeks or 6 hours per week for 26 weeks.	<ul style="list-style-type: none"> <li>• 155 hours for 18-20 years; or</li> <li>• 195 hours otherwise.</li> </ul>
<b>Very Long Term Unemployed Participants</b>					
Very long-term unemployed 18 – 59 years (identified by a Job Network Member as required to undertake full-time WfD).	✘	✓	N/A	1100 hours – 25 hours per week for 44 weeks (ie. 10 months).	<p>Maximum of \$800 after 1100 hours.</p> <p>No additional Training Credits will be accrued beyond \$800.</p> <p>WfD Only: Early access to Training Credits to a value of \$300</p>

Column 1: Age Group/ Benefit	Column 2: Eligible for CWP	Column 3: Eligible for WfD	Column 4: Community Work Participation Requirement	Column 5: Work for the Dole Participation Requirement	Column 6: Training Credit Participation Requirement
					for eligible participants is available after completion of 550 hours.

Column 1: Age Group/ Benefit	Column 2: Eligible for CWP	Column 3: Eligible for WfD	Column 4: Community Work Participation Requirement	Column 5: Work for the Dole Participation Requirement	Column 6: Training Credit Participation Requirement
<b>Voluntary Participant</b>					
<ul style="list-style-type: none"> <li>• Disability Support Pension recipients;</li> <li>• Personal Support Programme participant; and</li> <li>• Parenting Payment recipients whose youngest child is aged less than 6 years.*</li> </ul>	✓	✓	<p>No Mutual Obligation requirement but may volunteer to participate in Community Work.</p> <p>Participation requirement is 150 hours for 26 weeks.</p>	<p>No Mutual Obligation requirement but may volunteer to participate in Work for the Dole.</p> <p>Participation requirement is 150 hours total – 12 hours per week for 13 weeks or 6 hours per week for 26 weeks.</p>	<p>Maximum of \$800 after:</p> <ul style="list-style-type: none"> <li>• 310 hours for 18-20 years; or</li> <li>• 390 hours otherwise.</li> </ul> <p>WfD Only: Early access to Training Credits to a value of \$300 for eligible participants is available after completion of:</p> <ul style="list-style-type: none"> <li>• 155 hours for 18-20 years; or</li> <li>• 195 hours otherwise.</li> </ul>

Column 1: Age Group/ Benefit	Column 2: Eligible for CWP	Column 3: Eligible for WfD	Column 4: Community Work Participation Requirement	Column 5: Work for the Dole Participation Requirement	Column 6: Training Credit Participation Requirement
Job seekers in receipt of other allowances: <ul style="list-style-type: none"> <li>• Mature Age Allowance;</li> <li>• Carer Payment;</li> <li>• Special Benefit under NSA conditions;</li> <li>• Youth Allowance; and</li> <li>• A Wife Pension DSP (also paid to the wife of an age pensioner)</li> </ul>	✓	×	No Mutual Obligation requirement but may volunteer to participate in Community Work.  Participation requirement is 150 hours for 26 weeks.	N/A	Maximum of \$800 after: <ul style="list-style-type: none"> <li>• 310 hours for 18-20 years; or</li> <li>• 390 hours otherwise.</li> </ul> WfD Only: Early access to Training Credits to a value of \$300 for eligible participants is available after completion of:
50 years and over on full rate of Newstart Allowance (not VLTU and not identified by a Job Network Member as required to undertake full-time WfD).	✓	✓	No Mutual Obligation requirement but may volunteer to participate in Community Work.  Participation Requirement is 150 hours for 26 weeks.	No Mutual Obligation requirement but may volunteer to participate in Work for the Dole.  Participation requirement is 150 hours total – 12 hours per week for 13 weeks or 6 hours per	<ul style="list-style-type: none"> <li>• 155 hours for 18-20 years; or</li> <li>• 195 hours otherwise.</li> </ul>



<b>Column 1: Age Group/ Benefit</b>	<b>Column 2: Eligible for CWP</b>	<b>Column 3: Eligible for WfD</b>	<b>Column 4: Community Work Participation Requirement</b>	<b>Column 5: Work for the Dole Participation Requirement</b>	<b>Column 6: Training Credit Participation Requirement</b>
				week for 26 weeks.	

# Work for the Dole (WfD) is the default Mutual Obligation activity ie, if a job seeker has a Mutual Obligation requirement and has not commenced another approved activity shortly after this date (ie, 7.5 months in receipt of allowance and after completion of ISca) they must undertake WfD.

Note that in some cases the hours of participation required to be eligible for Training Credits exceeds the Participant's Participation Requirement. That is, they would need to work in excess of the minimum requirement to become eligible for Training Credits.

Note also that the prospect of early access to Training Credits is subject to the Provider determining that the Participant's attendance at the Activity has been satisfactory, refer clause 16.3(b)(ii).

\* Parenting Payment (PP) recipients on PP immediately prior to 1 July 2006 will have MO requirements from 1 July 2007 or when their youngest child is aged 7 years (whichever occurs latter).

**SCHEDULE E4 – CONTRACT AND BUSINESS DETAILS**

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This schedule provides specific DEEWR, Provider and business details pursuant to Part A and the relevant Specific Conditions of this Contract. When completed for an individual Provider it is included with the relevant executed Employment Services Contract Particulars.

Disclaimer: This document is a sample copy of the *Employment Services Contract 2006-2009*. This copy is provided only for your information and as a guide. If you have entered into a contract with DEEWR, you must rely on the original signed contract and any contract variations you have entered into. You should seek your own legal advice, if required. While DEEWR has exercised reasonable care in publishing this document, DEEWR makes no representation, express or implied, as to the accuracy of the document or the applicability of the document to you or your circumstances. You should note that you may or may not have executed the contract, or any subsequent contract variations to it, in the particular form expressed in this document. DEEWR accepts no liability for any use of this document or any reliance placed on it.

Revision	Date	Location of changes	Changes
Version 1	June 2007		Original version of document
Version 1.1	19 June 2008		References to DEWR changed to DEEWR

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All references to the former DEWR have been replaced with DEEWR throughout this Contract (as per the changes made in the General Funding Deed Variation 3) and should be read as such in this Contract.

**EMPLOYMENT SERVICES CONTRACT 2006–2009**  
**PART F—SPECIFIC CONDITIONS FOR**  
**VOCATIONAL REHABILITATION SERVICES**

1. APPLICATION AND DEFINITIONS
2. CERTIFICATION
3. VOCATIONAL REHABILITATION SERVICES (VRS)
4. REFERRALS & APPROACHES WITHOUT A REFERRAL
5. VRS FOR ELIGIBLE JOB SEEKERS
6. COMMENCEMENT
7. PROGRAMME SUPPORT
8. JOB SEARCH AND PLACEMENT
9. POST PLACEMENT SUPPORT
10. WAGE SUBSIDY SCHEME AND WORKPLACE MODIFICATIONS SCHEME
11. WORK EXPERIENCE PLACEMENTS
12. ACTIVITY AGREEMENTS

13. ALLOWABLE BREAKS AND EXITS
  14. INFORMATION ABOUT PAYMENTS
  15. PAYMENTS
  16. BUSINESS SHARE AND FIXED PLACE ALLOCATION
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- SCHEDULE F1 - VRS SERVICE GUARANTEE
- SCHEDULE F2 - KEY PERFORMANCE INDICATORS
- SCHEDULE F3 - FEES AND FUNDS
- SCHEDULE F4 - CONTRACT AND BUSINESS DETAILS

## 1 APPLICATION AND DEFINITIONS

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### Application

- 1.1 The General Conditions (Part A) apply to the interpretation of this Part.
- 1.2 Unless otherwise specified, all references to clauses in this Part are references to clauses in Part F.

### Definitions

- 1.3 In this Part F, unless the contrary intention appears:

**'Accessibility/Remoteness Index of Australia'** or **'ARIA'** means the Australian Bureau of Statistics endorsed measure of remoteness which contains indexes of remoteness derived from measures of road distance between populated localities and service centres;

**'Account Manager'** means the person for the time being holding, occupying or performing the duties of the office within DEEWR, specified in Schedule F4, who has the authority to receive and sign notices and written communications for DEEWR under this Part F;

**'Act'** means the *Disability Services Act 1986* (Cth), as amended from time to time;

**'Active Employment'** means employment where the Job-In-Jeopardy Person is engaged in work to a level relative to Normal Employment that is considered appropriate as described in the Programme Guidelines, and is not on leave (paid or unpaid);

**'Allowable Break'** means any period in which an Eligible Job Seeker has an allowable break from participation in VRS in accordance with the Programme Guidelines and clause 13;

**'Apprenticeship Outcome Fee'** means the fee described in clause 15 and set out in Schedule F3;

**'Australian Apprentice'** means an individual who is:

- 1) a signatory to a Training Contract registered with, and validated by, a State or Territory training authority and employed under an award, registered contract or other endorsed contract of employment;
- 2) involved in paid work and structured training which may be on or off the job; and
- 3) undertaking a negotiated training programme responsive to individual choice which involves obtaining a nationally recognised qualification (meeting a specified package of endorsed competencies).

In some States and Territories, Australian Apprentices are known as trainees or apprentices;

**'Business Allocation'** means the Provider's relative share of potential business in the ESA, comprised of the Provider's total Business Share and Fixed Place Allocation;

**'Business Share'** means the proportion of Eligible Job Seekers who may be allocated to the Provider for Demand Driven Services within an ESA in accordance with clause 16, and as specified in Schedule F4;

**'Certificate of Compliance'** means a certificate issued by an accredited certification body in accordance with Part IA of the Act which certifies the Provider's compliance with the Disability Services Standards;

**'Commencement'** means when the Provider accepts the Eligible Job Seeker into VRS in accordance with clause 6.1 and **'Commence'** has a corresponding meaning;

**'Commencement Fee'** means the fee described in clause 15 and set out in Schedule F3;

**'Completion Date'** means the final day of the Transition Period, which is 31 December 2009;

**'13 Consecutive Weeks'** means:

- (A) 13 consecutive weeks in employment; or

- (B) where an Eligible Job Seeker has had permitted breaks in employment in accordance with the Programme Guidelines, up to 17 consecutive weeks in employment; or
- (C) as otherwise agreed in writing by DEEWR;

**'26 Consecutive Weeks'** means:

- (a) 26 consecutive weeks in employment; or
- (b) where an Eligible Job Seeker (other than a Job-In-Jeopardy Person) has had permitted breaks in employment in accordance with the Programme Guidelines, up to 34 consecutive weeks in employment; or
- (c) where an Eligible Job Seeker who is a Job-In-Jeopardy Person has had permitted breaks in Active Employment in accordance with the Programme Guidelines, up to 30 consecutive weeks in employment; or
- (d) as otherwise agreed in writing by DEEWR;

**'Contact Person'** means the person for the time being holding, occupying, or performing the duties of the officer within the Provider, specified in Schedule F4, who has authority to receive and sign notices and written communications for the Provider under this Part F and accept any request or direction in relation to the VRS;

**'Current and Valid Assessment'** means an assessment deemed acceptable by DEEWR to determine eligibility for VRS as per the Programme Guidelines, and which identifies VRS as the recommended service. This may include, but is not limited to, a JCA;

**'Current Work Capacity'** means the Eligible Job Seeker's current work capacity as set out in their Current and Valid Assessment as described in the Programme Guidelines;

**'Delegate'** means a person engaged by the Provider to perform functions or to provide services under this Contract who is a Delegate of the Secretary with respect to the *Social Security Act 1991(Cth)* and/or the *Social Security (Administration) Act 1999 (Cth)*;

**'Demand Driven Service'** means a service, limited only by the Provider's Business Share, to which Eligible Job Seekers with a 15 Hour Employment Benchmark are referred by DEEWR's IT System (in accordance with the Programme Guidelines);

**'Disability Services Guidelines'** means the *Disability Services (Rehabilitation Services) Guidelines 2006 (Cth)* made under subsection 5(1) of the Act;

**'Disability Services Standards'** means the standards issued under section 5A of the Act, including the corresponding key performance indicators for those standards;

**'Early Employment Outcome Incentive Fee'** means the fee described in clause 15 and set out in Schedule F3;

**'Education Outcome'** means:

- 6 a Intermediate Education Final Outcome; or
- (b) an Intermediate Education Interim Outcome;

**'Electronic Diary'** means the Provider's electronic diary in DEEWR's IT System;

**'Eligible Education or Training Course'** means an education or training course:

- (a) currently approved for Austudy/Abstudy/Youth Allowance (Student) purposes;
- (c) a single qualification award course (for example, a Certificate IV, a diploma or a degree); and
- (d) normally two or more semesters of Full-Time Study, that is, at least a full year in duration (a normal semester duration is usually 16 weeks but not shorter than 13 weeks);

**'Eligible Job Seeker'** means a Job Seeker, Special Class Client or Job-In-Jeopardy Person deemed eligible for VRS in accordance with clause 3. Once Commenced, an Eligible Job Seeker is a Participant for the purposes of Part A;

**'Employment Benchmarks'** means the 8 Hour Employment Benchmark, 15 Hour Employment Benchmark or 30 Hour Employment Benchmark, as the case requires, identified for each Eligible Job Seeker (other than a Job-In-Jeopardy Person) on DEEWR's IT system;

**'Employment Service Area'** or **'ESA'** means the area in which the Provider has a Site as specified in Schedule F4 from which the Provider will provide VRS;

**'Exit'** has the meaning given to it in clause 13 and **'Exited'** has a corresponding meaning;

**'Exit Report'** means the report submitted for an Exit or potential Exit, as set out in clause 13;

**'Fees'** means the fees described in clause 15 and set out in Schedule F3;

**'Fixed Place Allocation'** means the limited number of Fixed Places allocated to the Provider for an ESA in accordance with clause 16, and as specified in Schedule F4;

**'Fixed Places'** means the places to which Eligible Job Seekers with an:

1. 8 Hour Employment Benchmark;

(e) 30 Hour Employment Benchmark; or

(f) in some limited cases, 15 Hour Employment Benchmark;

are referred by DEEWR's IT System (in accordance with the Programme Guidelines);

**'Full-Time Study'** means:

(a) for university courses, assessed on the basis of a full-time student load definition for HECS purposes (for HECS purposes, 75% of a standard full-time load is still classified as full-time);

(b) for all other courses, means at least 15 hours of class contact a week; or

(c) as otherwise determined by DEEWR.

**'Full 13 Week Employment Outcome'** means when the Eligible Job Seeker (other than a Job-In-Jeopardy Person):

(a) completes 13 Consecutive Weeks of paid employment, Self-Employment, or as an Australian Apprentice and, after Commencement:

(i) works a minimum of 104 hours in those 13 Consecutive Weeks, where that Eligible Job Seeker has an 8 Hour Employment Benchmark;

(ii) works a minimum of 195 hours in those 13 Consecutive Weeks, where that Eligible Job Seeker has a 15 Hour Employment Benchmark; or

(iii) works a minimum of 390 hours in those 13 Consecutive Weeks, where that Eligible Job Seeker has a 30 Hour Employment Benchmark; or

(b) is employed, or in Self-Employment for 13 Consecutive Weeks and income earned results in the 100% reduction in Income Support Payments for those 13 Consecutive Weeks;

**'Full 13 Week Employment Outcome Fee'** means the fee described in clause 15 and set out in Schedule F3;

**'Full 26 Week Employment Outcome'** means when the Eligible Job Seeker (other than a Job-In-Jeopardy Person):

(a) completes 26 Consecutive Weeks of paid employment, Self Employment, or as an Australian Apprentice and, after Commencement:

(i) works a minimum of 208 hours in those 26 Consecutive Weeks, where that Eligible Job Seeker has an 8 Hour Employment Benchmark;

(ii) works a minimum of 390 hours in those 26 Consecutive Weeks, where that Eligible Job Seeker has a 15 Hour Employment Benchmark; or



- (iii) works a minimum of 780 hours in those 26 Consecutive Weeks, where that Eligible Job Seeker has a 30 Hour Employment Benchmark; or
- (b) is employed, or in Self-Employment for 26 Consecutive Weeks and income earned results in the 100% reduction in Income Support Payments for those 26 Consecutive Weeks;

**'Full 26 Week Employment Outcome Fee'** means the fee described in clause 15 and set out in Schedule F3;

**'Future Work Capacity'** means the Eligible Job Seeker's future work capacity set out in their Current and Valid Assessment as described in the Programme Guidelines;

**'Generalist Provider'** means a Provider who provides VRS to all Eligible Job Seekers;

**'8 Hour Employment Benchmark'** means that the number of hours, on average, that an Eligible Job Seeker must work to achieve a Full 13 Week Employment Outcome or Full 26 Week Employment Outcome is 8 hours per week;

**'15 Hour Employment Benchmark'** means that the number of hours, on average, that an Eligible Job Seeker must work to achieve a Full 13 Week Employment Outcome or Full 26 Week Employment Outcome is 15 hours per week;

**'30 Hour Employment Benchmark'** that the number of hours, on average, that an Eligible Job Seeker must work to achieve a Full 13 Week Employment Outcome or Full 26 Week Employment Outcome is 30 hours per week;

**'Income Support Payment'** has the same meaning as it has in the *Social Security Act 1991* (Cth);

**'Initial Commencement Date'** means the date, as recorded in DEEWR's IT System, that the Eligible Job Seeker:

- (a) is first Commenced into VRS; or
- (b) re-Commences VRS in accordance with clause 15.51;

whichever is applicable;

**'Initial Interview'** means, in relation to the Eligible Job Seeker, the first interview between the Provider and the Eligible Job Seeker following the Initial Commencement Date as outlined in clause 6.6;

**'Intermediate Education Final Outcome'** means when the Eligible Job Seeker (other than a Job-In-Jeopardy Person) has completed two semesters of at least 26 weeks in total or equivalent in an Eligible Education or Training Course;

**'Intermediate Education Final Outcome Fee'** means the fee described in clause 15 and set out in Schedule F3;

**'Intermediate Education Interim Outcome'** means when the Eligible Job Seeker (other than a Job-In-Jeopardy Person) completes one semester of an Eligible Education or Training Course of at least 13 weeks in total;

**'Intermediate Education Interim Outcome Fee'** means the fee described in clause 15 and set out in Schedule F3;

**'Intermediate 13 Week Employment Outcome'** means, when the Eligible Job Seeker (other than a Job-In-Jeopardy Person) completes 13 Consecutive Weeks of employment, Self-Employment, or as an Australian Apprentice, at a minimum of 10 hours and less than 15 hours per week on average after Commencement;

**'Intermediate 13 Week Employment Outcome Fee'** means the fee described in clause 15 and set out in Schedule F3;

**'Intermediate 26 Week Employment Outcome'** means when the Eligible Job Seeker (other than a Job-In-Jeopardy Person) completes 26 Consecutive Weeks of employment, Self-Employment, or as an Australian Apprentice, at a minimum of 10 hours per week on average after Commencement;

**'Intermediate 26 Week Employment Outcome Fee'** means the fee described in clause 15 and set out in Schedule F3;

**'Intermittent Post Placement Support'** means the VRS provided to Eligible Job Seekers (other than Job-In-Jeopardy Persons) with mental health disabilities who require additional support after the Full 26 Week Employment Outcome or Intermediate 26 Week Employment Outcome to retain their employment, as set out in the Programme Guidelines;

**'Intermittent Post Placement Support Fee'** means the fee described in clause 15 and set out in Schedule F3;

**'Intervention Plan'** means a plan of activities prepared in accordance with clause 7.3;

**'Intervention Plan Fee'** means the fee described in clause 15 and set out in Schedule F3;

**'Job-In-Jeopardy Outcome'** means when a Job-in-Jeopardy person remains in Active Employment and continues to be employed generally at their normal number of hours per week for 26 Consecutive Weeks;

**'Job-In-Jeopardy Outcome Fee'** means the fee described in clause 15 and set out in Schedule F3;

**'Job-In-Jeopardy Person'** means a person who has an injury, disability or health condition and:

- (a) whose Normal Employment was at an average of 8 hours or more a week over 13 consecutive weeks;
- (b) who is in a situation where it is reasonably likely that the Employer of that person will terminate their employment in the immediate future;
- (c) that termination will be lawful and based on a reasonable business decision by the Employer; and
- (d) the termination is due to the impact of the person's injury, disability or health condition on their capacity to undertake their employment;

**'Job-In-Jeopardy Service Fee'** means the fee described in clause 15 and set out in Schedule F3;

**'Job Placement Fee'** means the fee described in clause 15 and set out in Schedule F3;

**'Job Placement Licence'** means a licence issued to the Provider in accordance with DEEWR's job placement guidelines;

**'Job Search and Placement'** means the VRS described in clause 8;

**'Job Seeker'** means a person who is unemployed, or is employed at a number of hours below their Future Work Capacity and is in the process of being assessed for eligibility for VRS. If and when deemed eligible for VRS, this person is known as an Eligible Job Seeker;

**'Key Performance Indicators'** or **'KPIs'** means the Key Performance Indicators specified in Schedule F2;

**'Locational Loading Fee'** means the fee described in clause 15 and set out in Schedule F3;

**'Milestones'** means the service milestones set out in clause 15.9;

**'Month'** means calendar month and **'Monthly'** has a corresponding meaning;

**'Newstart Activity Agreement'** has the same meaning as it has in the *Social Security Act 1991* (Cth);

**'Normal Employment'** means the level of employment of a Job-In-Jeopardy Person prior to their employment being in jeopardy as described in the Programme Guidelines, including where that Job-In-Jeopardy Person is on approved leave (both paid and unpaid);

**'Other Fees'** means the following fees listed as other fees in Schedule F3:

- (a) Supplementary Interim Outcome Fee and Supplementary Final Outcome Fee;
- (b) Apprenticeship Outcome Fee;
- (c) Early Employment Outcome Incentive Fee; and
- (d) Intermittent Post Placement Support Fee;

**'Outcome Fees'** means the following fees listed as outcome fees in Schedule F3:

- (e) Job Placement Fee;
- (f) Full Employment Interim Outcome Fee;
- (g) Full Employment Final Outcome Fee;
- (h) Intermediate 13 Week Employment Outcome Fee;
- (i) Intermediate 26 Week Employment Outcome Fee;
- (j) Job-In-Jeopardy Outcome Fee;
- (k) Intermediate Education Interim Outcome Fee; and
- (l) Intermediate Education Final Outcome Fee;

**'Own Organisation'** means the Provider or that part of the Provider that delivers VRS under this Contract;

**'Parenting Payment Activity Agreement'** has the same meaning as it has in the *Social Security Act 1991* (Cth);

**'Personnel'** means the persons engaged by the Provider for the purposes of providing VRS, including the Provider's employees, sub-contractors, volunteers and agents, but does not include Eligible Job Seekers;

**'Post Placement Support'** means the VRS described in clause 9;

**'Pre-Transition Period'** means the period of three months before the Service Period ends, being 1 April 2009 – 30 June 2009;

**'Principal Carer'** has the same meaning as that term under the *Social Security Act 1991* (Cth);

**'Programme Guidelines'** means the document provided by DEEWR to the Provider, as amended from time to time, which outlines the procedures that the Provider must follow when providing VRS under this Contract (otherwise referred to as 'Guidelines' in Part A);

**'Programme Support'** means the VRS described in clause 7;

**'Referrer'** means a JCA Provider or Centrelink, as the case requires;

**'Related Entity'** means:

- (a) those parts of the Provider that delivers VRS other than as an Own Organisation; or
- (b) 'an entity connected with a corporation' as defined by section 64B of the *Corporations Act 2001* (Cth);

**'Remote or Very Remote Location'** means a location that has been classified by DEEWR as 'remote' or 'very remote' in accordance with the ARIA;

**'Resumes'** means, for an Eligible Job Seeker, to become active in VRS after an Allowable Break;

**'Resume Summary'** means the resume summary to be prepared by the Provider and the Eligible Job Seeker under clause 8.1;

**'Self-Employment'** means self-employment where:

- (a) an Eligible Job Seeker (other than a Job-In-Jeopardy Person) is not subsidised, that is does not receive a personal income subsidy of any kind including any Income Support Payment from Centrelink; or
- (b) an Eligible Job Seeker (other than a Job-In-Jeopardy Person) who has:
  - (i) an 8 Hour Employment Benchmark and is working atleast 8 hours a week on average for the required consecutive weeks, and earns at least \$101.60 (gross) per week on average;

- (ii) a 15 Hour Employment Benchmark and is working atleast 15 hours a week on average for the required consecutive weeks, and earns at least \$190.50 (gross) per week on average; or
- (iii) a 30 Hour Employment Benchmark and is working atleast 30 hours a week on average for the required consecutive weeks, and earns at least \$381.00 (gross) per week on average;

**'Service Milestone Fees'** means the fees described in clause 15 and set out in Schedule F3;

**'Service Period'** means the date specified as such in Schedule F4;

**'Service Start Date'** means the date specified as such in Schedule F4;

**'Site'** means any of the Provider's offices, administrative business or units that is specified as a Site for delivery of VRS in Schedule F4;

**'Special Class Client'** means a class of person identified by DEEWR from time to time as eligible for VRS, as set out in the Programme Guidelines;

**'Specialist Provider'** means a Provider who provides VRS to Eligible Job Seekers with specific needs and is contracted to DEEWR as a specialist;

**'Star Ratings'** means the relative measure of performance of the Provider against the KPIs as calculated by DEEWR. Star Ratings are measured from 1 – 5 Stars with 5 Stars indicating better performance;

**'Supplementary Final Qualifying Level'** means:

- (a) for Eligible Job Seekers (other than Job-In-Jeopardy Persons) with an 8 Hour Employment Benchmark, where that Eligible Job Seeker's weekly hours worked averages 15 hours or more per week over 26 Consecutive Weeks;
- (b) for Eligible Job Seekers (other than Job-In-Jeopardy Persons) with a 15 Hour Employment Benchmark, where that Eligible Job Seeker's weekly hours worked averages 30 hours or more per week over 26 Consecutive Weeks;

**'Supplementary Interim Qualifying Level'** means:

- (a) for Eligible Job Seekers and Employed Job Seekers with an 8 Hour Employment Benchmark, where that Eligible Job Seeker's weekly hours worked averages 15 hours or more per week over 13 Consecutive Weeks;
- (b) for Eligible Job Seekers and Employed Job Seekers with a 15 Hour Employment Benchmark, where that Eligible Job Seeker's weekly hours worked averages 30 hours or more per week over 13 Consecutive Weeks;

**'Supplementary Outcome Fee'** means the fee described in clause 15 and set out in Schedule F3;

**'Supplementary Qualifying Level'** means a Supplementary Final Qualifying Level or Supplementary Interim Qualifying Level, as the case requires;

**'Training Contract'** means the formal agreement between an Australian Apprentice and their Employer regarding the training of the Australian Apprentice;

**'Transition Period'** means 1 July 2009 to 31 December 2009;

**'Vocational Rehabilitation Services'** or **'VRS'** means the Commonwealth's specialist employment service which provides a comprehensive intervention, combining vocational rehabilitation with employment assistance. VRS assists people who have an injury, disability or health condition to work independently in the open labour market;

**'Voluntary Activity Agreement'** means an agreement, in accordance with clause 12, between the Provider and an Eligible Job Seeker who is not an Activity Agreement Job Seeker, which outlines the assistance or intervention which the Eligible Job Seeker will receive while receiving VRS from the Provider;

**'Voluntary Activity Agreement Job Seeker'** means an Eligible Job Seeker who does not have Activity Test Requirements, and who agrees to enter into a Voluntary Activity Agreement;

**'VRS Provider'** means an organisation, other than the Provider under this Contract, that is also contracted by DEEWR to provide VRS;

**'VRS Service Guarantee'** means the Service Guarantee at Schedule F1, or as notified to the Provider by DEEWR from time to time;

**'Wage Subsidy Scheme'** means the Commonwealth scheme that offers financial assistance through wage subsidies to employers who employ eligible workers with a disability;

**'Wage Subsidy Scheme Guidelines'** means the guidelines that apply to the Wage Subsidy Scheme as notified by DEEWR from time to time;

**'13 Week Outcome'** means a:

- (c) Full 13 Week Employment Outcome,
- (d) Intermediate 13 Week Employment Outcome, and
- (e) Intermediate Education Interim Outcome;

**'26 Week Outcome'** means a:

- (f) Full 26 Week Employment Outcome,
- (g) Intermediate 26 Week Employment Outcome, and
- (h) Intermediate Education Final Outcome;

**'Work Capacity'** means Current Work Capacity and Future Work Capacity;

**'Workplace Modifications Scheme'** means the Commonwealth scheme which reimburses employers for the costs involved in modifying the workplace or purchasing special equipment for workers with disabilities;

**'Workplace Modifications Scheme Guidelines'** means the Guidelines that apply to the Workplace Modifications Scheme as notified by DEEWR from time to time; and

**'Youth Allowance Activity Agreement'** has the same meaning as it has in the *Social Security Act 1991* (Cth).

## **2 CERTIFICATION**

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2.1 Notwithstanding any other provision of this Contract, the Parties agree that the Provider must provide VRS in compliance with the Act and the Disability Services Guidelines.

2.2 Without limiting the generality of clause 2.1, the Provider must:

- (i) have a current Certificate of Compliance on the Service Start Date; or
- (j) obtain a Certificate of Compliance no later than 12 months from the Service Start Date,

and maintain that certification during the Service Period.

2.3 The Parties agree that failure to comply with clause 2.2 will be regarded as a breach of this Contract which is not capable of remedy.

## **3 VOCATIONAL REHABILITATION SERVICES (VRS)**

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### **Provision of VRS**

3.1 The Provider must meet all of its obligations under this Contract and comply with the Programme Guidelines during the Service Period.

3.2 The Service Start Date and Service Period are set out in Schedule F4.

### **Eligibility for Job Seeker participation in VRS**

- 3.3 For a Job Seeker to be eligible to participate in VRS, the Job Seeker must:
- (k) have attained 14 years of age but not have attained 65 years of age;
  - (l) be an Australian citizen or permanent resident;
  - (m) have a disability that is attributable to an intellectual, psychiatric, sensory or physical impairment or a combination of such impairments and that disability results in a substantially reduced capacity of the person to obtain or retain unsupported paid employment; and
  - (n) be assessed as eligible for VRS in a Current and Valid Assessment.
- 3.4 DEEWR may, from time to time, extend the eligibility criteria in clause 3.3.
- 3.5 If determined eligible for VRS in accordance with clause 3.3 or 3.4, the Job Seeker:
- (o) will be known as an Eligible Job Seeker for the purposes of this Contract; and
  - (p) may be referred to the Provider in accordance with clause 4.

### **Eligibility for Special Class Client participation in VRS**

- 3.6 Without limiting clause 3.4, Special Class Clients may be deemed eligible for VRS by DEEWR in accordance with other eligibility criteria.
- 3.7 If determined eligible for VRS in accordance with clause 3.6, the Special Class Client:
- (q) will be known as an Eligible Job Seeker for the purposes of this Contract; and
  - (r) may be referred to the Provider in accordance with clause 4.

### **Eligibility for Job-In-Jeopardy Person participation in VRS**

- 3.8 For a Job-In-Jeopardy Person to be eligible to participate in VRS, the Job-In-Jeopardy Person must:
- (s) have attained 14 years of age but not have attained 65 years of age;
  - (t) be an Australian citizen or permanent resident; and
  - (u) have a disability that is attributable to an intellectual, psychiatric, sensory or physical impairment or a combination of such impairments and that disability results in a substantially reduced capacity of the person to retain unsupported paid employment.

For the avoidance of doubt, a Job-In-Jeopardy Person does not need a Current and Valid Assessment.

- 3.9 If determined eligible for VRS in accordance with clause 3.8, the Job-In-Jeopardy Person:
- (v) will be known as an Eligible Job Seeker for the purposes of this Contract; and
  - (w) may be Commenced by the Provider without a referral, in accordance with clauses 4.12 and 4.13.

### **Sites**

- 3.10 The Provider must provide VRS through the Sites.
- 3.11 The Provider must not, without DEEWR's prior written permission, establish a new site to provide VRS which was not established as a Site at the Service Start Date.
- 3.12 The Provider agrees that DEEWR may publish the identity of any of the Provider's Sites.
- 3.13 The Provider must ensure that its Sites are fully accessible for people with disabilities.

### **Eligible Job Seeker involvement in other programmes**

- 3.14 The Programme Guidelines describe the only circumstances where the Eligible Job Seeker may receive VRS whilst also receiving assistance from other Commonwealth programmes.

## **4 REFERRALS & APPROACHES WITHOUT A REFERRAL**

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### **Referrals of Eligible Job Seekers**

- 4.1 Subject to clauses 4.8 and 4.12 the Provider may only Commence Eligible Job Seekers that have been referred to the Provider through DEEWR's IT System by Centrelink, a JCA Provider, DEEWR or a VRS Provider.
- 4.2 DEEWR's IT System will notify the Provider of the referral of each Eligible Job Seeker by recording an appointment for the Eligible Job Seeker in the Provider's Electronic Diary.
- 4.3 The Provider must ensure that the Provider's Electronic Diary has appointments available for any referrals under clause 4.2 within two Business Days, unless otherwise agreed to by DEEWR.
- 4.4 The information in DEEWR's IT System provided upon referral will include:
- (x) whether the Eligible Job Seeker is an Eligible Job Seeker with Activity Test Requirements or Eligible Job Seeker without Activity Test Requirements;
  - (y) where available, the Eligible Job Seeker's Current Work Capacity and Future Work Capacity; and
  - (z) where available, information relating to the Eligible Job Seeker's Employment Benchmark.
- 4.5 Upon receipt of a referral from DEEWR's IT System, the Provider must check whether that Eligible Job Seeker is entitled to receive VRS in accordance with the Programme Guidelines. If the Eligible Job Seeker:
- (aa) is not entitled to receive VRS, the Provider must Exit the Eligible Job Seeker in accordance with the Programme Guidelines; or
  - (bb) is entitled to receive VRS, the Provider must either:
    - (i) Commence the referral;
    - (ii) if determined by the Provider to be unsuitable for VRS, dispute the referral in accordance with clauses 4.27 to 4.33; or
    - (iii) in limited circumstances, Exit the Eligible Job Seeker from DEEWR's IT System in accordance with clause 13.
- 4.6 The flow of Eligible Job Seeker referrals will be in accordance with clause 16.
- 4.7 The Provider acknowledges that it may not receive any referrals of Eligible Job Seekers.
- Eligible Job Seeker (other than Job-In-Jeopardy Person) approaches the Provider**
- 4.8 Subject to clause 4.11, the Provider is also entitled to Commence Eligible Job Seekers (other than Job-In-Jeopardy Persons) that:
- (cc) have approached a Provider without a referral;
  - (dd) have a Current and Valid Assessment; and
  - (ee) are not currently participating with another employment services provider as identified on DEEWR's IT System.
- 4.9 Where a Job Seeker has approached a Provider without a referral and does not have a Current and Valid Assessment, the Provider must:
- (ff) determine if they have a job seeker registration on DEEWR's IT System; and

- (gg) refer the person for a JCA in accordance with the Programme Guidelines.
- 4.10 Subject to clause 4.11, the Provider must Commence Eligible Job Seekers (other than Job-In-Jeopardy Persons) who have been assessed and determined as eligible for VRS in accordance with clause 4.9, and subsequently referred to the Provider via DEEWR's IT System.
- 4.11 Where an Eligible Job Seeker (other than a Job-In-Jeopardy Person) approaches the Provider in accordance with clause 4.8 or 4.10, and that Eligible Job Seeker is:
- (hh) eligible to receive Demand Driven Services - that Eligible Job Seeker must be Commenced; or
  - (ii) eligible to occupy a Fixed Place - that Eligible Job Seeker must be Commenced if there is an available Fixed Place in the Fixed Place Allocation for that Eligible Job Seeker.

If an Eligible Job Seeker is Commenced under clause 4.11(a), that Eligible Job Seeker will not count towards the Provider's Business Allocation.

#### **Job-In-Jeopardy Person approaches the Provider**

- 4.12 Subject to clause 4.13, the Provider is also entitled to Commence Job-In-Jeopardy Persons that have approached a Provider without a referral, provided those Job-In-Jeopardy Persons:
- (jj) are deemed eligible for VRS in accordance with clause 3.8 (and hereinafter referred to as 'Eligible Job Seekers');
  - (kk) are not currently receiving VRS from the Provider or another VRS Provider;
  - (ll) are not employed with the Provider or a Related Entity; or
  - (mm) are not currently participating with another employment services provider as identified on DEEWR's IT System.
- 4.13 Where an Eligible Job Seeker who is a Job-In-Jeopardy Person approaches the Provider in accordance with clause 4.12, the Provider must Commence that Job-In-Jeopardy Person if there is an available Fixed Place for that Job-In-Jeopardy Person in accordance with clause 16.

#### **Waitlist**

- 4.14 Where the Eligible Job Seeker is eligible for a Fixed Place and the Provider's Fixed Place Allocation is full, DEEWR's IT System will automatically place the Eligible Job Seeker on a waitlist.
- 4.15 When a Fixed Place becomes available in the Provider's Fixed Place Allocation, the Provider must:
- (nn) check on DEEWR's IT system whether any Eligible Job Seeker's are awaiting referral on the waitlist;
  - (oo) complete a referral on DEEWR's IT System to its caseload:
    - (i) where the Provider is a Generalist Provider, for the highest priority Eligible Job Seeker on the waitlist; or
    - (ii) where the Provider is a Specialist Provider, for the highest priority Eligible Job Seeker on the waitlist that is eligible to receive that specialist service; and
  - (c) check whether the Eligible Job Seeker is entitled to receive VRS in accordance with the Programme Guidelines and clause 4.5.



### **Change of Circumstances**

- 4.16 The Provider may refer an Eligible Job Seeker to a JCA Provider in accordance with the Programme Guidelines for a Job Capacity Assessment, where that Eligible Job Seeker has Commenced in VRS and had a change in circumstances which may result in a change in the appropriateness of that person participating in VRS.
- 4.17 When referring an Eligible Job Seeker in accordance with clause 4.16, the Provider must:
- (pp) complete the referral information in DEEWR's IT System;
  - (qq) book the appointment with the JCA Provider via DEEWR's IT System for that Eligible Job Seeker; and
  - (rr) notify the Eligible Job Seeker of the appointment details in accordance with the Programme Guidelines.
- 4.18 If the Job Capacity Assessment undertaken in accordance with clause 4.16 determines that VRS is the appropriate employment service for that Eligible Job Seeker, the Eligible Job Seeker will be referred back to the Provider via DEEWR's IT System for the provision of VRS.

### **Relocation**

- 4.19 If an Eligible Job Seeker transfers to a new location, and:
- (ss) the Eligible Job Seeker at the time of the transfer was receiving VRS from the Provider; and
  - (tt) the Eligible Job Seeker's new location is not within a reasonable distance of a Site of the Provider,
- then:
- (uu) Centrelink or DEEWR may terminate the Eligible Job Seeker's referral to the Provider and refer the Eligible Job Seeker to another VRS Provider; or
  - (vv) the Provider may refer the Eligible Job Seeker to another VRS Provider in accordance with the Programme Guidelines.
- 4.20 If an Eligible Job Seeker transfers to a new location and the Eligible Job Seeker's new location is within a reasonable distance of a Site of the Provider as set out in the Programme Guidelines, the Provider will continue to provide VRS to the Eligible Job Seeker, at no additional cost to DEEWR.
- 4.21 Where an Eligible Job Seeker is referred to another VRS Provider in accordance with clause 4.19(d), the Provider must complete the referral on DEEWR's IT System.

### **Change of Provider**

- 4.22 Notwithstanding this clause 4, an Eligible Job Seeker may be transferred from the Provider from which the Eligible Job Seeker is receiving VRS where:
- (ww) there is an irretrievable breakdown, as described in the Programme Guidelines, in the Eligible Job Seeker's relationship with the Provider;
  - (xx) the Eligible Job Seeker has been involved in serious misconduct, or
  - (yy) the Eligible Job Seeker's outgoing Provider and DEEWR, and the Eligible Job Seeker's new VRS Provider agree to the Eligible Job Seeker transferring to another VRS Provider.
- 4.23 Where an Eligible Job Seeker is referred in accordance with clause 4.22, the Provider must transfer the Eligible Job Seeker in accordance with the Programme Guidelines and by completing the referral on DEEWR's IT System.

### **Business Share for Change of Provider**

- 4.24 Where an Eligible Job Seeker is referred to either the Provider or another VRS Provider in accordance with clauses 4.19 or 4.22:

(zz) that Eligible Job Seeker will count, or continue to be counted (as applicable) towards the Provider's Business Allocation; and

(aaa) the Eligible Job Seeker's time in VRS continues from the Initial Commencement Date.

#### **Fees for Change of Provider**

4.25 Where the Provider refers an Eligible Job Seeker to another VRS Provider in accordance with clauses 4.19 or 4.22, the Provider will no longer be entitled to any future Fees with respect to that Eligible Job Seeker.

4.26 Notwithstanding clause 15.48, where an Eligible Job Seeker is referred to the Provider by another VRS Provider, DEEWR or Centrelink in accordance with clauses 4.19 or 4.22, the Provider is entitled to claim the following Fees:

(bbb) for an Eligible Job Seeker (other than a Job-In-Jeopardy Person):

(i) a Commencement Fee for that Eligible Job Seeker, regardless of whether a Commencement Fee has already been claimed with respect to that Eligible Job Seeker;

(ii) any Outcome Fees, Other Fees and Locational Loading Fees regardless of whether these Fees have already been claimed with respect to that Eligible Job Seeker; and

(iii) any Service Milestone Fees as and when they fall due, provided the Milestones are calculated from the Initial Commencement Date; or

(ccc) for an Eligible Job Seeker who is a Job-In-Jeopardy Person:

(i) a Job-In-Jeopardy Outcome Fee;

(ii) any Job-In-Jeopardy Service Fees where these Fees have not already been claimed (or are entitled to be claimed) with respect to that Job-In-Jeopardy Person; and

(iii) any Locational Loading Fees regardless of whether these Fees have already been claimed with respect to that Job-In-Jeopardy Person.

#### **Disputed Assessments**

4.27 The Provider may dispute the appropriateness of a referral based on a Current and Valid Assessment where the Provider does not agree that VRS is the most appropriate employment service for that Eligible Job Seeker. A Provider may not dispute a referral from a VRS Provider where an Eligible Job Seeker is referred in accordance with clauses 4.19 or 4.22.

4.28 Where the Provider wishes to dispute the referral in accordance with clause 4.27, the Provider must contact the relevant Referrer who made the referral within 28 days of receiving the Current and Valid Assessment and discuss the reasons why the referral is not appropriate.

4.29 The dispute may be raised following either:

(ddd) reviewing the Current and Valid Assessment where there is obvious ineligibility (for example, the Eligible Job Seeker is aged 65 or over); or

(eee) meeting the Eligible Job Seeker and it becomes apparent that the Eligible Job Seeker is not appropriate for VRS (for example, where the Eligible Job Seeker discloses information to the Provider that was not disclosed to the Referrer).

4.30 Where the Referrer agrees that the referral is inappropriate, the Referrer will take appropriate action, which may include referring the Job Seeker to another employment service.

4.31 Where the Referrer does not agree that the referral is inappropriate, the original referral decision stands and the Provider must Commence the Eligible Job Seeker.

- 4.32 The Provider cannot dispute a referral of an Eligible Job Seeker if more than 28 days have elapsed since it received the Current and Valid Assessment for that Eligible Job Seeker.
- 4.33 If the Provider is disputing a referral from a Current and Valid Assessment, the Provider cannot claim a Commencement Fee or any other Fee with respect to the relevant Eligible Job Seeker until the dispute is resolved (and then only if the Eligible Job Seeker Commences with the Provider). Where any payments have been made before the dispute is resolved, such Fees paid will be recoverable by DEEWR where the Job Seeker is not found suitable for VRS.

## **5 VRS FOR ELIGIBLE JOB SEEKERS**

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- 5.1 VRS for Eligible Job Seekers may consist of the following four elements:
- (a) Commencement;
  - (b) Programme Support;
  - (c) Job Search and Placement; and
  - (d) Post Placement Support.
- 5.2 Without limiting clause 5.1, the Provider must tailor VRS to meet the needs of Eligible Job Seekers who are Job-In-Jeopardy Persons. In doing so, the Provider must provide VRS to these Job-In-Jeopardy Persons as set out in the Programme Guidelines including, but not limited to, certain aspects of Commencement, Job Search and Placement, Programme Support, and Post Programme Support as applicable to Job-In-Jeopardy Persons.
- 5.3 The Provider must maintain regular face-to-face contact with the Eligible Job Seeker at least once every 2 weeks, except as otherwise set out in this Contract and in circumstances set out in the Programme Guidelines.
- 5.4 In relation to clause 5.3, the Provider must:
- (a) schedule regular contacts with each Eligible Job Seeker in the Electronic Diary;
  - (b) notify each Eligible Job Seeker of the date and time of their next contact during the course of each contact; and
  - (c) enter results of scheduled contacts with the Eligible Job Seeker on DEEWR's IT System.
- 5.5 The Provider must provide the Eligible Job Seeker with any information specified in this Contract or otherwise specified by DEEWR from time to time.

## **6 COMMENCEMENT**

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### **General**

- 6.1 Commencement consists of:
- (a) for Eligible Job Seekers with Activity Test Requirements:
    - (i) the Initial Interview;
    - (ii) the Provider accepting the Eligible Job Seeker on DEEWR's IT System; and
    - (iii) the Eligible Job Seeker entering into an Activity Agreement, and
  - (b) for Eligible Job Seekers without Activity Test Requirements:
    - (i) the Initial Interview;
    - (ii) the Provider accepting the Eligible Job Seeker on DEEWR's IT System; and

- (iii) where the Eligible Job Seeker has elected to do so, the Eligible Job Seeker entering into a Voluntary Activity Agreement.

### **Initial interview**

- 6.2 The appointment for an Initial Interview will be arranged by:
- (a) Centrelink or a JCA Provider through the Provider's Electronic Diary;
  - (b) the Provider where an Eligible Job Seeker approaches the Provider in accordance with clause 4.8 or 4.12;
  - (c) a VRS Provider where an Eligible Job Seeker is relocated or had a change of provider in accordance with clauses 4.19 or 4.22; or
  - (d) the Provider where an Eligible Job Seeker is referred from the waitlist in accordance with clause 4.15.
- 6.3 The Provider must ensure that the Provider's Electronic Diary has appointments available for an Initial Interview under clause 6.2 within two Business Days, unless otherwise agreed to by DEEWR.
- 6.4 If the Eligible Job Seeker does not attend the appointment for the Initial Interview, the Provider must:
- (a) enter this information on DEEWR's IT System and record:
    - (i) the failure; and
    - (ii) where known at that time, the reason(s) for the failure;on the same Business Day of the appointment;
  - (b) contact the Eligible Job Seeker as soon as it is practicable to ascertain whether the Eligible Job Seeker had sufficient reason(s) for the failure; and
  - (c) in the absence either:
    - (i) of contact, after at least two (2) attempts to contact the Eligible Job Seeker; or
    - (ii) after contact, of sufficient reason(s) for such failure,the Provider:
    - (iii) must, if the Eligible Job Seeker has Activity Test Requirements:
      - (A) notify Centrelink accordingly; and
      - (B) supply Centrelink with documentary evidence of such failure, reason(s), contact(s) or attempt(s) if requested by Centrelink; or
    - (iv) may, if the Eligible Job Seeker does not have Activity Test Requirements, Exit the Eligible Job Seeker in accordance with the Programme Guidelines
- 6.5 If the Eligible Job Seeker with Activity Test Requirements:
- (a) provides satisfactory reasons for not attending the Initial Interview;
  - (b) attends a subsequent Initial Interview; and
  - (c) completes an Activity Agreement;

the Provider is not required to notify Centrelink. If the Provider decides not to notify Centrelink, the Provider must document its reasons for not doing so.

*Note: Clause 6.5 does not apply to Eligible Job Seekers without Activity Test Requirements.*

- 6.6 At the Initial Interview, the Provider must provide the Eligible Job Seeker with information about the:
- (a) Intervention Plan;
  - (b) Activity Agreements and Voluntary Activity Agreements, as relevant;
  - (c) VRS, including assistance available;
- and provide copies of, and information about, the:
- (a) VRS Service Guarantee; and
  - (b) Code of Practice.

#### **Preparing the Activity Agreement – general requirements for an Eligible Job Seeker**

- 6.7 An Activity Agreement must be completed for Eligible Job Seekers with Activity Test Requirements. The Provider must ensure that within 2 Business Days of the Initial Interview, the Eligible Job Seeker with Activity Test Requirements has, with the Provider's assistance, developed an Activity Agreement in accordance with the requirements set out in clause 12.
- 6.8 Eligible Job Seekers without Activity Test Requirements may complete a Voluntary Activity Agreement.

### **7 PROGRAMME SUPPORT**

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#### **General**

- 7.1 During Programme Support the Provider must:
- (a) prepare and update an Intervention Plan for each Eligible Job Seeker;
  - (b) maintain ongoing contact with Eligible Job Seekers at least once every 2 weeks to provide support, encouragement, training and other employment assistance, and for Eligible Job Seekers (other than Job-In-Jeopardy Persons) introduce job search assistance;
  - (c) prepare and submit 6, 9 and 18 month progress reports to DEEWR via DEEWR's IT System for each Eligible Job Seeker (other than Job-In-Jeopardy Persons) as appropriate;
  - (d) regularly review and update the Eligible Job Seeker's Activity Agreement or Voluntary Activity Agreement as required;
  - (e) deliver, purchase, or arrange to be delivered services to support the Eligible Job Seeker's Intervention Plan and Activity Agreement or Voluntary Activity Agreement, including any specialist rehabilitation interventions; and
  - (f) complete the Exit Report section of the Intervention Plan on DEEWR's IT System where an Eligible Job Seeker Exits VRS.
- 7.2 The Provider must also assist Employers of Eligible Job Seekers who are Job-In-Jeopardy Persons, in accordance with the Programme Guidelines.

#### **Intervention Plan**

- 7.3 The Provider must prepare and implement an Intervention Plan for each Eligible Job Seeker.
- 7.4 The Intervention Plan must:

- (a) address the barriers to work and assistance needs set out in the Eligible Job Seeker's Current and Valid Assessment, along with any barriers and assistance needs identified by the Provider;
  - (b) identify appropriate interventions that the Eligible Job Seeker requires; and
  - (c) detail the sequence of those interventions and how they will be delivered.
- 7.5 The Provider must review and update the Eligible Job Seeker's Intervention Plan on a regular basis and for Eligible Job Seekers (other than Job-In-Jeopardy Persons), at a minimum at the 6, 9 and 18 month milestones from the Initial Commencement Date.
- 7.6 The Provider must complete the progress report section of the Intervention Plan via DEEWR's IT System at 6, 9 and 18 month milestones from the Initial Commencement Date for each Eligible Job Seeker (other than a Job-In-Jeopardy Person).

## **8 JOB SEARCH AND PLACEMENT**

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### **General**

- 8.1 During Job Search and Placement the Provider must continue providing the Programme Support services specified in clauses 7.1, 7.2, 7.5 and 7.6.
- 8.2 During Job Search and Placement, the Provider must assist each Eligible Job Seeker to:
  - (a) be able to work independently; and
  - (b) seek safe and sustainable employment.
- 8.3 During Job Search and Placement, the Provider must, where required or applicable:
  - (a) work actively with local Employers to ensure a pool of suitable vacancies is available;
  - (b) conduct a workplace assessment and ensure the Eligible Job Seeker's place of employment is safe and sustainable; and
  - (c) provide information and support to the Employer.

## **9 POST PLACEMENT SUPPORT**

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- 9.1 The Provider must provide Post Placement Support to Eligible Job Seekers whilst the Eligible Job Seekers are progressing to a 13 Week Outcome, 26 Week Outcome and Job-In-Jeopardy Outcome.
- 9.2 During Post Placement Support, the Provider must:
  - (a) maintain regular contact with the Eligible Job Seeker whilst the Eligible Job Seeker is progressing to a 13 Week Outcome, 26 Week Outcome and Job-In-Jeopardy Outcome;
  - (b) be available to assist both the Eligible Job Seeker and Employer with issues that arise from the Eligible Job Seeker's job placement;
  - (c) support the Eligible Job Seeker to settle into their job placement; and
  - (d) complete the 13 week progress report section of the Intervention Plan for each Eligible Job Seeker (other than Job-In-Jeopardy Person) which must detail the steps the Eligible Job Seeker will take to maintain that Eligible Job Seeker's independence in the workplace.

### **Intermittent Post Placement Support**

- 9.3 The Provider may provide Intermittent Post Placement Support to Eligible Job Seekers (other than Job-In-Jeopardy Persons) who meet the eligibility criteria for Intermittent Post Placement Support set out in clause 9.4.

- 9.4 For an Eligible Job Seeker (other than a Job-In-Jeopardy Person) to be eligible for Intermittent Post Placement Support, the Eligible Job Seeker must be identified in DEEWR's IT System as being eligible for Intermittent Post Placement Support.
- 9.5 Where an Eligible Job Seeker (other than a Job-In-Jeopardy Person);
- (a) has achieved a Full 26 Week Employment Outcome or Intermediate 26 Week Employment Outcome; and
  - (b) continues to remain employed,
- the Provider must provide Intermittent Post Placement Support on at least four (4) occasions over the first six (6) months in accordance with the Programme Guidelines, after the above outcomes have been achieved in order to be eligible for the Intermittent Post Placement Support Fee.

## **10 WAGE SUBSIDY SCHEME AND WORKPLACE MODIFICATIONS SCHEME**

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### **Wage Subsidy Scheme**

- 10.1 The Provider may, but is not obliged to, pay a wage subsidy under the Wage Subsidy Scheme to an Employer with respect to an Eligible Job Seeker (other than a Job-In-Jeopardy Person) who commences employment likely to last 13 weeks or more.
- 10.2 If the Provider pays a wage subsidy in accordance with clause 10.1, the Provider must ensure that the payment is in accordance with the Wage Subsidy Scheme Guidelines.

### **Workplace Modifications Scheme**

- 10.3 The Provider may, but is not obliged to, apply for assistance, or assist or act on behalf of an Employer to apply for assistance, under the Workplace Modifications Scheme with respect to an Eligible Job Seeker.
- 10.4 If the Provider makes an application for assistance in accordance with clause 10.3, the application must be in accordance with the Workplace Modifications Scheme Guidelines.

## **11 WORK EXPERIENCE PLACEMENTS**

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- 11.1 For the purposes of this clause 11:
- (a) **'Work Experience Placement'** or **'WEP'** means voluntary work experience of a limited period, as notified by DEEWR from time to time; and
  - (b) **'Host'** means an entity (and where the context so admits, includes its relevant officers, employees and agents) that:
    - (i) has the capacity to provide work experience as described in clauses 11.1(a) and 11.3 to an Eligible Job Seeker (other than a Job-In-Jeopardy Person);
    - (ii) has not previously used the system of WEPs, described in this clause 11, in a manner that contravenes WEP Programme Guidelines; and
    - (iii) satisfies any additional requirements that may be specified in the WEP Programme Guidelines; and
  - (c) **'WEP Programme Guidelines'** means the document provided by DEEWR to the Provider which outlines the guidelines that the Provider must follow when providing WEP under this Contract, as amended from time to time.
- 11.2 The Provider or DEEWR may terminate a WEP at any time.
- 11.3 Where the Provider places an Eligible Job Seeker (other than a Job-In-Jeopardy Person) into a WEP with a Host, the Provider must ensure that:
- (a) the WEP is one that is intended to provide that Eligible Job Seeker with the opportunity to:

- (i) increase their work skills; and/or
  - (ii) demonstrate to the Host (or other potential employer), their capacity to perform productive work;
- (b) there is no intention or understanding on the part of the Host or that Eligible Job Seeker that the WEP itself will create legal relations between that Eligible Job Seeker, and:
- (i) DEEWR;
  - (ii) the Provider; or
  - (iii) the Host;
- (c) both that Eligible Job Seeker and Host are aware that:
- (i) the Eligible Job Seeker, the Host, the Provider or DEEWR may terminate the WEP at any time; and
  - (ii) the WEP is terminated immediately, if the Eligible Job Seeker and the Host decide to enter into a common law employment relationship;
- (d) prior to the commencement of the WEP:
- (i) that Eligible Job Seeker has signed a WEP Participant letter; and
  - (ii) the Host has signed a WEP Host letter,
- in a form as provided, or agreed, by DEEWR;
- (e) at the commencement, and throughout the WEP, the Provider has satisfied itself that there is a safe system of work in place for the WEP including that the Host is complying with:
- (i) relevant occupational health and safety requirements, as if that Eligible Job Seeker is an employee in the relevant industry in which the WEP occurs; and
  - (ii) relevant statutory workers compensation requirements, if any.
- (f) the Provider records the commencement and end dates of the WEP on DEEWR IT Systems, and other details of the WEP, as required, and in the manner notified by DEEWR from time to time;
- (g) throughout the WEP, the Provider monitors that Eligible Job Seeker's progress in their WEP, at the times and in a manner notified by DEEWR; and
- (h) the Provider complies with the WEP Programme Guidelines.

11.4 Where the Provider places an Eligible Job Seeker (other than an a Job-In-Jeopardy Person) into a WEP, DEEWR will provide personal accident and public liability insurance for the benefit of that Eligible Job Seeker (the amount and form of which is at DEEWR's absolute discretion), provided that:

- (a) that Eligible Job Seeker is a person which DEEWR has determined is eligible to receive insurance coverage under this clause, and for whom DEEWR has obtained insurance;
- (b) the WEP is one which complies with:
  - (i) the requirements set out in clause 11.3; and
  - (ii) any additional requirements as may be required by DEEWR's insurer; and



- (c) the Provider has complied with, and continues to comply with:
  - (i) all requirements under this Contract including, but not limited to, clauses 13, 18.3, 23, 24, 25 and 27 of Part A; and
  - (ii) any requirements in the WEP Programme Guidelines about the conditions under which DEEWR will provide insurance for the benefit of Eligible Job Seeker's whilst participating in WEPs.

*Note: For the avoidance of doubt DEEWR will not provide insurance under this clause 11.4 in respect of Eligible Job Seekers who participate in work experience and who are not eligible to receive insurance coverage in accordance with clause 11.4(a).*

11.5 DEEWR will not make any payments to the Provider for WEPs arranged by the Provider, apart from those payments which are otherwise set out in this Contract.

11.6 The Provider must not demand or accept any payment from a Host in relation to a WEP.

## **12 ACTIVITY AGREEMENTS AND VOLUNTARY ACTIVITY AGREEMENTS**

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### **Preparing Activity Agreements and Voluntary Activity Agreements – general requirements**

12.1 DEEWR will issue the Provider with the approved forms of Activity Agreements and Voluntary Activity Agreements.

12.2 An Activity Agreement must be completed for Eligible Job Seekers with Activity Test Requirements. For Eligible Job Seekers without Activity Test Requirements, a Voluntary Activity Agreement may be completed.

### **Negotiation of Activity Agreements**

12.3 In clauses 12.4 and 12.5, where an Eligible Job Seeker is an Eligible Job Seeker with Activity Test Requirements, the Provider acts, notwithstanding clause 44 of Part A of this Contract, as agent for the Commonwealth.

#### **12.4 The Provider must:**

- (a) notify each Eligible Job Seeker of:
  - (i) the requirement (or otherwise) to enter into an Activity Agreement or a Voluntary Activity Agreement, as relevant; and
  - (ii) the places and times at which the relevant agreement is to be negotiated;
- (b) ensure that the Eligible Job Seeker understands their rights, responsibilities and obligations in relation to their Activity Agreement or Voluntary Activity Agreement, as relevant;
- (c) when entering into an Activity Agreement or a Voluntary Activity Agreement, use the relevant form issued under clause 12.1;
- (d) enter the details of the Activity Agreement or Voluntary Activity Agreement onto DEEWR's IT System; and
- (e) provide the Eligible Job Seeker with the services, and arrange the activities, specified in the Activity Agreement or Voluntary Activity Agreement.

#### **12.5 Activity Agreements and Voluntary Activity Agreements must:**

- (a) comply with any relevant Guidelines;
- (b) outline the activities to be undertaken by the Eligible Job Seeker to assist the Eligible Job Seeker to find and sustain employment, and the services to be provided by the Provider, including all contacts that the Provider will have with the Eligible Job Seeker and the methods of all contacts with the Eligible Job Seeker;
- (c) take into account:
  - (i) the Eligible Job Seeker's education, experience, skills and age;

- (ii) the impact of any disability, illness, mental condition or physical condition of the Eligible Job Seeker on their ability to work, to look for work or to participate in training activities;
  - (iii) the state of the local labour market and the transport options available to the Eligible Job Seeker;
  - (iv) the length of travel time required for compliance with the Activity Agreement or Voluntary Activity Agreement;
  - (v) the training opportunities available to the Eligible Job Seeker; and
  - (vi) any other matters the Provider considers relevant in the circumstances;
- (d) revise Activity Agreements and Voluntary Activity Agreements as required by changes in the circumstances of the Eligible Job Seeker or any relevant Guidelines; and
- (e) if the Eligible Job Seeker:
- (i) is an Activity Agreement Job Seeker, be signed by a Delegate; or
  - (ii) is a Voluntary Activity Agreement Job Seeker, be signed by the Provider.

#### **Additional Requirements for Activity Agreement Job Seekers**

12.6 For Activity Agreement Job Seekers, the Provider must:

- (a) arrange for a Delegate to prepare, approve the terms of, and sign an Activity Agreement, in accordance with, as relevant:
  - (i) sections 501 to 501E of the *Social Security Act 1991* (Cth) - in relation to a Parenting Payment Activity Agreement;
  - (ii) sections 544A to 544E of the *Social Security Act 1991* (Cth) - in relation to a Youth Allowance Activity Agreement; and
  - (iii) sections 605 to 607C of the *Social Security Act 1991* (Cth) - in relation to a Newstart Activity Agreement;
- (ii) ensure that the Activity Agreement is signed by the Activity Agreement Job Seeker after it is signed by a Delegate;
- (c) once the Activity Agreement has been signed by a Delegate and the Activity Agreement Job Seeker, enter the Delegate's approval onto DEEWR's IT System;
- (d) certify that:
  - (i) in negotiating the Activity Agreement, the sections set out at clause 12.6(a) as relevant, were complied with; and
  - (ii) the Activity Agreement Job Seeker has signed the Activity Agreement after the Delegate;
- (e) ensure that the Activity Agreement details the Activity Test Requirements that the Activity Agreement Job Seeker must meet;
- (f) ensure that a Delegate, in exercising delegated powers in relation to the preparation and approval of Activity Agreements under the *Social Security Act 1991* (Cth), also complies with the *Social Security Act 1991* (Cth) and *Social Security (Administration) Act 1999* (Cth) generally, including the provisions of Division 3 (Confidentiality) of Part 5 of the *Social Security (Administration) Act 1999* (Cth) and Social Security (Activity Agreement Requirements) (DEEWR) Determination 2006; and
- (g) ensure that all Delegates receive training on all legislative provisions relevant to their approving of Activity Agreements.

#### **Compliance with Activity Agreements**

## 12.7 If an Activity Agreement Job Seeker fails to:

- (A) attend at the place and time arranged for the negotiation of an Activity Agreement;
- (B) respond to correspondence about the negotiation of an Activity Agreement;
- (C) agree to the reasonable terms, or any reasonable variation, of their Activity Agreement as proposed in negotiation between a Delegate and the Activity Agreement Job Seeker;
- (D) enter into an Activity Agreement,
- (E) comply with the terms of their Activity Agreement;
- (F) respond to a notification of an appointment by, or other requirement of, the Provider in relation to an Activity Agreement;
- (G) otherwise attend appointments in relation to their Activity Agreement without making alternative arrangements with the Provider, the Provider must:
  - (h) if the failure has not yet been discussed, attempt to contact the Activity Agreement Job Seeker, at least twice within 48 hours of the Provider becoming aware of the failure, to ascertain whether he or she had a Valid Reason for the failure;
  - (i) document any relevant Valid Reason for the failure; and
  - (j) in the absence of either:
    - (i) contact, after at least two (2) attempts to contact him or her; or
    - (ii) after contact, a Valid Reason for such failure, the Provider must:
- (k) complete and submit a Participation Report to Centrelink, within five (5) Business Days of an absence under clause 12.8(j), and in accordance with any relevant Guidelines; and
- (l) supply Centrelink with documentary evidence of such failure, and any relevant reason(s), contact(s) or attempt(s), if requested by Centrelink.

## 13 ALLOWABLE BREAKS AND EXITS

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### Allowable Breaks

- 13.1 Eligible Job Seekers may only have an Allowable Break from VRS in accordance with this clause 13.
- 13.2 Eligible Job Seekers with Activity Test Requirements may be placed on an Allowable Break for the duration of an Activity Test exemption as determined by Centrelink, and in accordance with the Programme Guidelines.
- 13.3 Allowable Breaks for Eligible Job Seekers without Activity Test Requirements will be determined and administered in accordance with the Programme Guidelines and this clause 13.
- 13.4 The period of an Allowable Break will count towards the Eligible Job Seeker's period of assistance in VRS, other than for the purposes of payments.
- 13.5 An Eligible Job Seeker Resumes from an Allowable Break on the date they are reactivated in DEEWR's IT System.
- 13.6 Where an Eligible Job Seeker has been placed into employment or education and is progressing towards a 13 Week Outcome, 26 Week Outcome or Job-In-Jeopardy Outcome, that Eligible Job Seeker will be deemed to be on Allowable Break until that Eligible Job Seeker:
  - (a) has been Exited in accordance with clause 13.7, or
  - (b) is returned to VRS in accordance with clause 13.8.

- 13.7 If the Eligible Job Seeker achieves a 26 Week Outcome or Job-In-Jeopardy Outcome, the Eligible Job Seeker will Exit from VRS unless the Eligible Job Seeker is receiving Intermittent Post Placement Support in accordance with clause 9.5.
- 13.8 If the Eligible Job Seeker does not achieve a 26 Week Outcome or Job-In-Jeopardy Outcome, the Eligible Job Seeker may, subject to clause 16, Resume in VRS.
- 13.9 Where the Eligible Job Seeker in a Fixed Place is placed on an Allowable Break in accordance with clause 13.6:
- (a) that Eligible Job Seeker will no longer be counted against the Provider's Fixed Place Allocation; and
  - (b) a new Eligible Job Seeker will be able to be referred into that Fixed Place in accordance with clause 16.
- 13.10 Eligible Job Seekers on an Allowable Break for any reason other than the reasons in clause 13.6 will continue to be counted against the Provider's Fixed Place Allocation or Business Share.
- 13.11 The Provider is not entitled to any Service Milestone Fees with respect to an Eligible Job Seeker while that Eligible Job Seeker is on an Allowable Break. Milestone payments are delayed by the length of time that the Eligible Job Seeker was on an Allowable Break.

#### **Exits**

- 13.12 Eligible Job Seekers (other than Job-In-Jeopardy Persons) will Exit the Provider's case load in accordance with the Programme Guidelines when:
- (a) the Eligible Job Seeker has achieved a 26 Week Outcome;
  - (b) a JCA Provider has determined that VRS is no longer appropriate for the Eligible Job Seeker;
  - (c) Centrelink has determined that the Eligible Job Seeker should no longer participate in VRS;
  - (d) the Eligible Job Seeker is no longer receiving an Activity Tested Income Support Payment and no longer wishes to participate in VRS;
  - (e) DEEWR instructs the Provider to Exit the Eligible Job Seeker;
  - (f) the Provider has referred the Eligible Job Seeker to another VRS Provider and that VRS Provider has agreed to accept that Eligible Job Seeker;
  - (g) the Eligible Job Seeker receiving Demand Driven Services has reached 2 years of VRS; and
  - (h) any other Exits as set out in the Programme Guidelines or as notified by DEEWR from time to time.
- 13.13 Eligible Job Seekers who are Job-In-Jeopardy Persons will Exit the Provider's case load in accordance with the Programme Guidelines when:
- (a) DEEWR instructs the Provider to Exit the Eligible Job Seeker;
  - (b) the Provider has referred the Eligible Job Seeker to another VRS Provider and that VRS Provider has agreed to accept that Eligible Job Seeker;
  - (c) the Eligible Job Seeker is no longer fully participating or meeting the requirements of the Provider;
  - (d) the Eligible Job Seeker has been involved in serious misconduct;
  - (e) the Eligible Job Seeker loses their job;
  - (f) the Eligible Job Seeker chooses to leave VRS;

- (g) the Eligible Job Seeker has achieved a Job-In-Jeopardy Outcome; or
- (h) the Eligible Job Seeker has achieved a Job-In-Jeopardy Outcome by a time specified by DEEWR.

13.14 Further to clause 13.12, an Eligible Job Seeker without Activity Test Requirements may be Exited in accordance with the Programme Guidelines when:

- (a) the Eligible Job Seeker no longer wishes to participate;
- (b) the Eligible Job Seeker has reached 2 years of VRS;
- (c) the Eligible Job Seeker is no longer fully participating or meeting the requirements of the Provider; or
- (d) the Eligible Job Seeker has been involved in serious misconduct.

13.15 Where the Provider cannot reasonably continue to service the Eligible Job Seeker with Activity Test Requirements because of:

- (a) irreconcilable differences between the Eligible Job Seeker with Activity Test Requirements and the Provider; or
- (b) the Eligible Job Seeker with Activity Test Requirements' involvement in serious misconduct,

the Provider may approach Centrelink to assess whether or not the Eligible Job Seeker with Activity Test Requirements should:

- (a) remain in VRS with the Provider;
- (b) be transferred to another VRS Provider; or
- (c) be required to undertake an alternative activity.

### **Exit Reporting**

13.16 Where an Eligible Job Seeker has Exited VRS or is potentially Exiting VRS, the Provider must complete the Exit Report section of the Intervention Plan on DEEWR's IT System in accordance with the Programme Guidelines.

13.17 The Exit Report section of the Intervention Plan will detail:

- (a) the reason for Exit or potential Exit;
- (b) assistance provided or purchased by the Provider on behalf of the Eligible Job Seeker;
- (c) barriers to future employment; and
- (d) other comments and issues deemed appropriate by the Provider.

13.18 The Provider must enter the Exit Report section of the Intervention Plan into DEEWR's IT System within the following timeframes:

- (a) 5 Business Days before Exit where an Eligible Job Seeker receiving Demand Driven Services has reached 2 years of VRS;
- (b) within 20 Business Days of Exit where:
  - (i) Centrelink Exits an Eligible Job Seeker from VRS; or
  - (ii) the JCA Provider makes a referral to another employment provider, where the Eligible Job Seeker is not referred for a JCA by the Provider;

- (c) at the time of Exit where the Eligible Job Seeker has achieved a 26 Week Outcome;
- (d) at the time of referral to a JCA, where the Eligible Job Seeker is potentially Exiting from VRS and is referred for a JCA by the Provider;
- (e) within 5 Business Days of Exit for all other Exit reasons; or
- (f) other times as notified by DEEWR from time to time.

13.19 Centrelink will be automatically notified when the Provider Exits an Eligible Job Seeker on DEEWR's IT System. The Provider will generally be unable to access the Eligible Job Seeker's records 28 days after Exit.

## **14 INFORMATION ABOUT PAYMENTS**

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### **General**

14.1 The Provider must:

- (a) claim all payments through DEEWR's IT System;
- (b) strictly comply with all time frames for submitting claims for payments;
- (c) submit claims for payments in accordance with DEEWR's requirements, including the Programme Guidelines; and
- (d) complete all claims truthfully.

14.2 DEEWR will only make payments to the Provider when it is satisfied, in its absolute discretion, that the information submitted in support of a claim for payment is correct.

14.3 DEEWR may not accept any claims for payment submitted by the Provider more than 20 Business Days after the Completion Date.

14.4 DEEWR may increase the value ascribed to some or all of the Fees set out in Schedule F3 upon 20 Business Days notice of the change. An increase under this clause 14.4 is not a variation to this Contract.

14.5 If a payment has been made under this Contract following completion or submission of a claim by the Provider and DEEWR determines that the claim was not, in fact, satisfactory to DEEWR, DEEWR may recover that payment from the Provider as a debt due to DEEWR.

14.6 If a payment has been made under this Contract and DEEWR determines within 12 Months of that payment that the event or circumstance to which the payment relates, other than the completion or submission of a claim, did not in fact occur, the payment to which the event or circumstance relates becomes a debt due to DEEWR.

### **Late claims for payment**

14.7 The Provider acknowledges and agrees that, without limiting any of DEEWR's rights, the Provider:

- (a) will not be entitled to claim for payment any amount where the claim to which that amount relates was first submitted 3 Months or more after it was due in accordance with this Contract; and
- (b) will not make any claim, or seek any relief, at law or in equity against DEEWR arising out of or in connection with:
  - (i) this clause 14.7; or
  - (ii) the Provider's failure to submit the claim within 3 Months.

## 15 PAYMENTS

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### Classification of payments under this Part F

- 15.1 All payments from DEEWR to the Provider under this Part F are "Fees" for the purposes of Part A of this Contract.
- 15.2 The Provider is only entitled to claim each Fee once from the Initial Commencement Date in respect of each Eligible Job Seeker, except for the Job Placement Fee which is payable twice within a two year period.

### Commencement Fee

- 15.3 The Provider is entitled to claim the Commencement Fee for an Eligible Job Seeker (other than a Job-In-Jeopardy Person) when the Provider has Commenced that Eligible Job Seeker.
- 15.4 The amount of the Commencement Fee is set out in Schedule F3.
- 15.5 The Provider is not entitled to claim the Commencement Fee where:
- (a) the Eligible Job Seeker is a Job-In-Jeopardy Person;
  - (b) the Provider is disputing an assessment in accordance with clause 4.27;
  - (c) an Eligible Job Seeker Resumes VRS from an Allowable Break; or
  - (d) an Eligible Job Seeker chooses not to return to VRS after their Initial Interview.

### Intervention Plan Fee

- 15.6 The Provider is entitled to claim the Intervention Plan Fee for an Eligible Job Seeker (other than a Job-In-Jeopardy Person) when the Provider has completed an Intervention Plan.
- 15.7 The Intervention Plan Fee is payable for an Eligible Job Seeker (other than a Job-In-Jeopardy Person) after:
- (a) that Eligible Job Seeker has received 4 weeks of VRS from the Initial Commencement Date; and
  - (b) the Provider has been paid the Commencement Fee for that Eligible Job Seeker.
- 15.8 The amount of the Intervention Plan Fee is set out in Schedule F3.

### Service Milestone Fees

- 15.9 The Provider is entitled to claim the following Service Milestone Fees upon achievement of the following Milestones, subject to clause 13, and on completion of a corresponding progress report section of the Intervention Plan:
- (a) 6 Month Milestone: Eligible Job Seeker (other than a Job-In-Jeopardy Person) completes 6 calendar months of VRS from the Initial Commencement Date;
  - (b) 9 Month Milestone: Eligible Job Seeker (other than a Job-In-Jeopardy Person) completes 9 calendar months of VRS from the Initial Commencement Date;
  - (c) 18 Month Milestone: Eligible Job Seeker (other than a Job-In-Jeopardy Person) completes 18 calendar months of VRS from the Initial Commencement Date;
- 15.10 The Provider is only entitled to claim a Service Milestone Fee after an Intervention Plan Fee has been paid for that Eligible Job Seeker (other than a Job-In-Jeopardy Person).
- 15.11 The amounts of the Service Milestone Fees are set out in Schedule F3.

### **Job Placement Fees**

- 15.12 The Provider is entitled to claim a Job Placement Fee for an Eligible Job Seeker (other than a Job-In-Jeopardy Person) when that Eligible Job Seeker:
- (a) is placed in a job or jobs in accordance with clause 15.13;
  - (b) is working a combined minimum of:
    - (i) 8 hours per week for Eligible Job Seekers with an 8 Hour Employment Benchmark;
    - (ii) 10 hours per week for Eligible Job Seekers with a 15 Hour Employment Benchmark; or
    - (iii) 20 hours per week for Eligible Job Seekers with a 30 Hour Employment Benchmark; and
  - (c) there is a reasonable expectation that the combined weekly hours worked will lead to the placement equalling or exceeding the relevant Employment Benchmark for a minimum of 13 Consecutive Weeks.
- 15.13 Where the Eligible Job Seeker (other than a Job-In-Jeopardy Person) is placed in more than one job in order to achieve the minimum working hours in clause 15.13(b), the Service Provider is only entitled to claim one Job Placement Fee for that Eligible Job Seeker.
- 15.14 In accordance with clause 15.52(a), where the job placement is with the Provider, the Provider is not eligible for a Job Placement Fee.
- 15.15 In accordance with clause 15.52(k), the Provider is not eligible for a Job Placement Fee where the Eligible Job Seeker (other than a Job-In-Jeopardy Person) is placed in a job that has already led to the relevant Job Placement Fee being paid for that Eligible Job Seeker.
- 15.16 Where the Provider has a Job Placement Licence, the Provider is not entitled to claim the Job Placement Fee under this Contract where they have or intend to claim a job placement licence fee ('Licence Fee') under their Job Placement Licence for the same job placement. A Provider is not entitled to subsequently claim a Licence Fee under their Job Placement Licence where a Job Placement Fee has already been claimed under this Contract for the same job placement.
- 15.17 A maximum of two Job Placement Fees are claimable for each Eligible Job Seeker (other than a Job-In-Jeopardy Person) within a two year period after the Initial Commencement Date subject to clause 4.26.
- 15.18 The amounts of the Job Placement Fees are set out in Schedule F3.

### **Employment Outcome Fees**

- 15.19 The Provider is not entitled to claim a Fee set out in clauses 15.21 to 15.28 where the Eligible Job Seeker (other than a Job-In-Jeopardy Person) was, prior to Commencement, already working the minimum hours required to meet that outcome, as described in the Programme Guidelines.
- 15.20 The Provider is only entitled to claim a maximum of:
- (a) one Intermediate 13 Week Employment Outcome Fee or one Full 13 Week Employment Outcome Fee per 13 Week Outcome; and
  - (b) one Intermediate 26 Week Employment Outcome Fee or one Full 26 Week Employment Outcome Fee per 26 Week Outcome.

#### *Full Employment Outcome Fees*

- 15.21 The Provider is entitled to claim a Full 13 Week Employment Outcome Fee when an Eligible Job Seeker (other than a Job-In-Jeopardy Person) has achieved a Full 13 Week Employment Outcome and the Provider has:
- (a) confirmed that Eligible Job Seeker's employment; and



(b) recorded the hours worked by that Eligible Job Seeker,

in DEEWR's IT System.

15.22 The Provider is entitled to claim a Full 26 Week Employment Outcome Fee when an Eligible Job Seeker (other than a Job-In-Jeopardy Person) has achieved a Full 26 Week Employment Outcome and the Provider has:

(c) confirmed that Eligible Job Seeker's employment; and

(d) recorded the hours worked by that Eligible Job Seeker,

in DEEWR's IT System.

15.23 The amounts of the Full 13 Week Employment Outcome Fees and Full 26 Week Employment Outcome Fees are set out in Schedule F3.

*Intermediate Employment Outcome Fee*

15.24 The Provider is entitled to claim an Intermediate 13 Week Employment Outcome Fee when an Eligible Job Seeker (other than a Job-In-Jeopardy Person) with a 15 Hour Employment Benchmark has achieved an Intermediate 13 Week Employment Outcome and the Provider has:

(a) confirmed that Eligible Job Seeker's employment; and

(b) recorded the hours worked by that Eligible Job Seeker,

in DEEWR's IT System.

15.25 The Provider is entitled to claim an Intermediate 26 Week Employment Outcome Fee when an Eligible Job Seeker (other than a Job-In-Jeopardy Person) with a 15 Hour Employment Benchmark has achieved an Intermediate 26 Week Employment Outcome and the Provider has:

(a) confirmed that Eligible Job Seeker's employment; and

(b) recorded the hours worked by that Eligible Job Seeker,

in DEEWR's IT System.

15.26 The amounts of the Intermediate 13 Week Employment Outcome Fees and Intermediate 26 Week Employment Outcome Fees are set out in Schedule F3.

*Moving between Outcome Fees*

15.27 Where:

(a) the Provider claims an Intermediate 13 Week Employment Outcome Fee; and

(b) the Eligible Job Seeker's average number of hours worked over the next immediate 13 Consecutive Weeks increases to meet or exceed the Full 26 Week Employment Outcome;

the Provider is also entitled to claim a Full 26 Week Employment Outcome Fee.

15.28 Where:

(a) the Provider claims a Full 13 Week Employment Outcome Fee; and

(b) the Eligible Job Seeker works, on average, a minimum of 10 hours per week over the next immediate 13 Consecutive Weeks;

the Provider is also entitled to claim an Intermediate 26 Week Employment Outcome Fee.

**Other Fees**

*Supplementary Outcome Fees*

15.29 The Provider is entitled to claim:

- (a) a Supplementary Interim Outcome Fee where the Eligible Job Seeker (other than a Job-In-Jeopardy Person) has achieved the Supplementary Interim Qualifying Level; and
- (b) a Supplementary Final Outcome Fee where the Eligible Job Seeker (other than a Job-In-Jeopardy Person) has achieved the Supplementary Final Qualifying Level.

15.30 The Supplementary Outcome Fee amount is set out in Schedule F3.

*Apprenticeship Outcome Fee*

15.31 The Provider is entitled to claim an Apprenticeship Outcome Fee when the Eligible Job Seeker (other than a Job-In-Jeopardy Person) has achieved a Full 26 Week Employment Outcome as an Australian Apprentice.

15.32 The Apprenticeship Outcome Fee amount is set out in Schedule F3.

*Early Employment Outcome Incentive Fee*

15.33 The Provider is entitled to claim an Early Employment Outcome Incentive Fee when:

- (a) a maximum of one Service Milestone Fee has been claimed by the Provider in accordance with clause 15.9; and
- (b) a Full 13 Week Employment Outcome Fee is payable.

15.34 The Early Employment Outcome Incentive Fee amount is set out in Schedule F3.

*Intermittent Post Placement Support Fee*

15.35 The Provider may be eligible to claim an Intermittent Post Placement Support Fee after providing the Intermittent Post Placement Support in accordance with clause 9.5.

15.36 The amount of the Intermittent Post Placement Support Fee is set out in Schedule F3.

**Intermediate Education Outcome Fees**

15.37 The Provider is entitled to claim an Intermediate Education Interim Outcome Fee when an Eligible Job Seeker (other than a Job-In-Jeopardy Person) has achieved an Intermediate Education Interim Outcome.

15.38 The Provider is entitled to claim a Intermediate Education Final Outcome Fee when an Eligible Job Seeker (other than a Job-In-Jeopardy Person) has achieved a Intermediate Education Final Outcome.

15.39 The amounts of the Intermediate Education Interim Outcome Fees and Intermediate Education Final Outcome Fees are set out in Schedule F3.

**Locational Loading Fees**

15.40 The Provider is entitled to claim a Locational Loading Fee when an Eligible Job Seeker resides in a Remote or Very Remote Location.

15.41 The Locational Loading Fee is a single fee supplement and will generally be paid:

- (a) for an Eligible Job Seeker (other than a Job-In-Jeopardy Person) at the same time as the Commencement Fee is paid for that Eligible Job Seeker; or
- (b) for an Eligible Job Seeker who is a Job-In-Jeopardy Person, at the same time as the Job-In-Jeopardy Service Fee is paid for that Job-In-Jeopardy Person,

in accordance with Schedule F3.

**Job-In-Jeopardy Service Fees and Outcome Fees**

15.42 The Provider is entitled to claim a Job-In-Jeopardy Service Fee when:

- (a) an Eligible Job Seeker who is a Job-In-Jeopardy Person has been Commenced; and

- (b) an Intervention Plan has been completed by the Provider for that Job-In-Jeopardy Person.

- 15.43 The amount of the Job-In-Jeopardy Service Fee is set out in Schedule F3.
- 15.44 The Provider is entitled to claim a Job-In-Jeopardy Outcome Fee when the Job-In-Jeopardy Person has achieved a Job-In-Jeopardy Outcome.
- 15.45 The amount of the Job-In-Jeopardy Outcome Fee is set out in Schedule F3.
- 15.46 A Provider is only entitled to claim a Job-In-Jeopardy Outcome Fee if a Job-In-Jeopardy Service Fee has been claimed.
- 15.47 Job-In-Jeopardy Service Fees and Job-In-Jeopardy Outcome Fees are not payable within 6 months of that person previously exiting VRS with a Full 26 Week Employment Outcome or Intermediate 26 Week Employment Outcome.

#### **Resetting of Fees**

- 15.48 Subject to clause 15.49 and clause 15.50, the Provider is only entitled to claim one set of Fees per Eligible Job Seeker within a two year period from the Initial Commencement Date, in accordance with clause 4.26.
- 15.49 The Provider is entitled to claim more than one set of Fees per Eligible Job Seeker within a two year period from the Initial Commencement Date if:
- (a) that Eligible Job Seeker has previously Exited VRS after a two year period from the Initial Commencement Date, and re-Commenced VRS at any time;
  - (b) that Eligible Job Seeker has previously Exited VRS with a 26 Week Outcome, and re-Commenced VRS at any time; or
  - (c) that Eligible Job Seeker has previously Exited VRS at any time, and re-Commenced VRS after 6 months from Exiting.
- 15.50 Where an Eligible Job Seeker has:
- (a) previously Exited and re-Commenced VRS within a two year period from the Initial Commencement Date; or
  - (b) re-Commenced VRS within 6 months from Exiting,
- the Provider is entitled to claim more than one set of Fees for that Eligible Job Seeker in accordance with clause 4.26.
- 15.51 Where an Eligible Job Seeker re-Commences VRS in accordance with clauses 15.47 or 15.48:
- (a) the Fees are reset on the day of re-Commencement; and
  - (b) the day of re-Commencement is referred to as the Initial Commencement Date.

#### **Outcomes That Do Not Attract Payment**

- 15.52 DEEWR will not pay Fees for:
- (a) jobs in their Organisation or a Related Entity;
  - (b) jobs in the sex industry and jobs involving nudity;
  - (c) jobs for voluntary and unpaid work, including Work Experience Placements (as defined in clause 11);
  - (d) training courses not eligible for Youth Allowance (Student), Abstudy or Austudy;
  - (e) positions funded under the 'Work for the Dole' programme;
  - (f) jobs that involve taking up employment in another country;

- (g) jobs involving illegal activity;
- (h) jobs involving discrimination;
- (i) placements in any programme, including paid work experience programmes, funded by the Commonwealth or by a State or a Territory government;
- (j) placements in non-ongoing jobs, or paid work experience, where the Eligible Job Seeker's wages are subsidised;
- (k) placement in a recurring job that has already led to the relevant Fee being paid for that Eligible Job Seeker;
- (l) placement into an Eligible Education or Training Course that has already led to the relevant Fee being paid for that Eligible Job Seeker; or
- (m) any other events that DEEWR may notify, from time to time, as being excluded under this clause.

#### **Wage payments to Employers**

15.53 If the Provider agrees to pay an amount to an Employer of an Eligible Job Seeker under VRS as a supplement or subsidy to the wages of the Eligible Job Seeker, the Provider:

- (a) acknowledges that those funds are not paid for or on behalf of DEEWR; and
- (b) must not represent:
  - (i) that this is the case; or
  - (ii) that DEEWR will be a party to any such contract or arrangement with an Employer.

#### **Section 23 recoveries**

15.54 For the purposes of clause 15.55, 'Compensation' and 'Costs' have the same meaning as in section 23 of the Act.

15.55 Where an Eligible Job Seeker receives Compensation in accordance with section 23 of the Act, the Provider must, as directed by DEEWR, assist DEEWR or the Commonwealth with the recovery of Costs of VRS, in accordance with the Programme Guidelines.

### **16 BUSINESS SHARE AND FIXED PLACE ALLOCATION**

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16.1 The flow of Eligible Job Seeker referrals will be in accordance with this clause 16.

16.2 DEEWR's IT Systems will refer the flow of Eligible Job Seekers to the Provider as follows:

- (a) for Eligible Job Seekers entitled to receive Demand Driven Services, to the Provider's Business Share; or
- (b) for Eligible Job Seekers entitled to occupy a Fixed Place, to the Provider's Fixed Place Allocation.

16.3 Notwithstanding clause 16.2, the flow of Eligible Job Seeker referrals to the Provider may be within the following ranges for Demand Driven Services:

- (a) where the Provider is a Generalist Provider, referrals will be made within a 20% lower and upper tolerance (80% - 120%) of the Generalist's Provider's ESA Business Share; or
- (b) where the Provider is a Specialist Provider, referrals will be made up to a 20% upper tolerance (120%) of Specialist Provider's ESA Business Share. DEEWR will not support any lower tolerances for Specialist Providers.

16.4 The flow of referrals will be dependent on:

- (c) the number of Eligible Job Seekers; and
  - (d) Eligible Job Seeker preferences expressed in accordance with clause 16.11.
- 16.5 The Provider acknowledges that:
- (a) the Provider's Business Share or Fixed Place Allocation does not guarantee the number or type of Eligible Job Seekers who may be referred to the Provider; and
  - (b) the Provider may not receive any referrals of Eligible Job Seekers.
- 16.6 DEEWR may, by written notice and with the agreement of the Provider, increase the Provider's Business Share or Fixed Place Allocation by an amount advised by DEEWR.
- 16.7 DEEWR may, by written notice and in its absolute discretion, direct that the Provider's Business Share or Fixed Place Allocation be decreased by an amount advised by DEEWR.
- 16.8 A direction under clauses 16.6 or 16.7 may be specified in the notice to apply to part or all of the remaining Service Period.
- 16.9 Where the Eligible Job Seeker is a Job-In-Jeopardy Person and there are no Fixed Places available, DEEWR may in its absolute discretion, temporarily increase the Fixed Place Allocation to accommodate that Job-In-Jeopardy Person.
- 16.10 Notwithstanding clauses 16.6, 16.7 or 16.9, DEEWR may at any time, in its absolute discretion, direct that the Provider's Fixed Place Allocation be temporarily increased by an amount advised by DEEWR.

#### **Preferences**

- 16.11 Prior to being referred to a Provider, the Eligible Job Seeker may nominate a preferred Provider.
- 16.12 Allocation of an Eligible Job Seeker to their preferred Provider will depend on whether:
- (a) the Provider has achieved its upper tolerance of Business Share as set out in clause 16.3 or its maximum Fixed Place Allocation; and
  - (b) the Provider has an available appointment within 2 Business Days (unless otherwise agreed by DEEWR).
- 16.13 Where the Eligible Job Seeker has not expressed a preference in accordance with clause 16.11, the Eligible Job Seeker will be allocated to the Provider taking into account the tolerance levels in clause 16.3 and the Fixed Place Allocation.

#### **Fixed Place Allocation**

- 16.14 The Provider will have a designated Fixed Place Allocation that must not be exceeded, except in circumstances subject to 16.9, 16.10 or 16.15.
- 16.15 Temporary increases in the Fixed Place Allocation will be available in accordance with the Programme Guidelines and will only be available via DEEWR's IT System with the prior agreement of DEEWR.

### **17 PERFORMANCE MANAGEMENT**

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- 17.1 In addition to clause 18 of Part A, DEEWR will conduct a Performance Review in each Employment Service Area, Labour Market Region and at each Site of the Provider.
- 17.2 If, at the completion of a Performance Review, DEEWR considers the performance of the Provider warrants it, DEEWR may, with the agreement of the Provider, increase the Provider's Business Allocation for all or part of the remaining Service Period.
- 17.3 Where, in DEEWR's view, a Provider's performance is less than satisfactory, DEEWR may notify the Provider warning that a failure to improve performance to DEEWR's satisfaction within a Performance Period may result in DEEWR terminating the whole (or that part) of the Contract, or reducing the Provider's Business Allocation for all or part of

the remaining Service Period, or suspending referral of Eligible Job Seekers to the Provider at the Labour Market Region level, Employment Service Area level, or Site level.

- 17.4 If, at the completion of a Performance Period following a warning given under clause 17.3, the Provider's performance has not improved to DEEWR's satisfaction, DEEWR may, at its sole discretion, terminate the whole (or that part) of the Contract, or reduce the Provider's Business Allocation for all or part of the remaining Service Period, or suspend referral of Eligible Job Seekers to the Provider.
- 17.5 If, at the completion of a Performance Period, the performance of the Provider is less than satisfactory, DEEWR may, at its sole discretion, decrease the Provider's Business Allocation for all or part of the remaining Service Period.
- 17.6 Where DEEWR is not satisfied with the performance of a Provider, DEEWR may, at its sole discretion, reduce or suspend or terminate the Provider's Business Allocation for the remaining Performance Period.
- 17.7 When assessing the Provider's performance, the factors that DEEWR may take into account include but not limited to:
- (a) the Provider's performance against the KPIs;
  - (b) the Provider's performance against any Performance Benchmarks;
  - (c) the Provider's compliance with this Contract;
  - (d) the number and value of invalid claims made by the Provider;
  - (e) the proportion of employment outcomes in respect of Eligible Job Seekers that give rise to outcome fees that do not result in ongoing employment of Eligible Job Seekers beyond the period of employment that gave rise to the outcome fees;
  - (f) the Provider's performance in assisting particular Eligible Job Seeker groups such as parents, people with disabilities and Indigenous Australians;
  - (g) delays in commencing Eligible Job Seekers in VRS; and
  - (h) the Provider's participation in initiatives aimed at improving the local labour market, including addressing labour and skills in demand through industries strategies and other local activities.
- 17.8 For the avoidance of doubt, references in this clause 17 to reducing or decreasing Business Allocation, include reducing or decreasing it to zero. If required by DEEWR, where DEEWR reduces to zero the Provider must discontinue providing VRS from the Site from the date specified by DEEWR. In both cases, the Provider must also cooperate with DEEWR to ensure that Eligible Job Seekers affected by the discontinuation of VRS are transferred to alternative Providers as specified by DEEWR.
- 17.9 For the avoidance of doubt, the rights conferred upon DEEWR by clauses 17.5-17.8 are not limited by clauses 17.1-17.4.
- 17.10 This clause 17 is without prejudice to any other right which the Commonwealth has or which may accrue to the Commonwealth.
- 17.11 For the purposes of clauses 1.1 and 18 of Part A, the KPI's are set out in Schedule F2.

### **Star Ratings**

- 17.12 The Provider will be provided with a Star Rating for each Site and ESA. The Star Rating will be calculated using a weighting against each KPI to which the Star Ratings apply. Once the individual Star Ratings have been calculated for the Provider and other VRS Providers, the Star Ratings will be moderated, using regression analysis, to take into account the impact of local labour market conditions and other relevant factors as identified by DEEWR. The Star Ratings will then be used by DEEWR to gauge the Provider's comparative performance.
- 17.13 DEEWR may set a benchmark Star Rating to indicate the minimum acceptable performance.

17.14 If the Provider's Star Rating for a Site or ESA falls below:

- (a) the benchmark Star Rating, or
- (b) 2 Stars or more lower than any other VRS Provider's Star Rating in that ESA,

DEEWR may, by written notice and in its absolute discretion, decrease the Provider's Fixed Place Allocation or Business Share, as relevant, for part or all of the remaining Service Period.

17.15 DEEWR may decide whether it will, or will not, publish the Provider's Star Ratings.

### Quality Assurance

17.16 The Provider must, in accordance with clause 2, be certified as complying with the Disability Services Standards and its corresponding key performance indicators.

## 18 INSURANCE REQUIREMENTS

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18.1 As required by clause 29 of Part A of this Contract, the Provider must, at its own cost, effect and maintain or cause to be effected or maintained for the Service Period and the Transition Period, insurance relevant to the provision of the VRS Services and the Provider's obligations under this Contract, including but not limited to the following insurance:

- (a) public liability insurance noting the interests of the Commonwealth, written on an occurrence basis, with a limit of indemnity of at least \$10 million in respect of any one occurrence which covers:

- (i) the Provider's liability and the liability of its employees (including to DEEWR and to the Eligible Job Seekers); and

- (ii) the vicarious liability of DEEWR in respect of the acts or omissions of the Provider;

in respect of:

- (iii) loss of, damage to, or loss of use of any real or personal property (including property of DEEWR in the care, custody or control of the Provider); and

- (iv) the bodily injury of, disease or illness (including mental illness) to, or death of, any person;

arising out of or in connection with the Provider's provision of VRS or this Contract;

- (b) permanent injury and death insurance coverage for an amount of not less than \$250,000 per claim that covers Eligible Job Seekers while:

- (i) on the Provider's premises;

- (ii) undertaking VRS employment related activities that the Provider has directed them to do, including but not limited to, interventions, work training, work experience placements that are not covered by clause 11; and

- (iii) travelling by the most direct route between:

- (H) the Provider's premises and the Eligible Job Seeker's home or Centrelink following referral;

- (I) the Provider's premises and VRS employment related activities that the Provider has directed them to, including but not limited to, job interviews, interventions, work training, or work experience placements that are not covered by clause 11; and

- (J) the Eligible Job Seeker's home and VRS employment related activities that the Provider has directed them to, including but not limited to, job interviews, interventions, work training, or work experience placements that are not covered by clause 11, following referral by the Provider.

- (c) professional indemnity insurance or errors and omissions insurance to be maintained during the Service Period and the Transition Period and for at least seven years following the Completion Date:
  - (i) which covers the liability of the Provider arising from a negligent breach of duty owed in a professional capacity in connection with the performance of the Contract and any VRS Services or, where errors and omissions insurance is effected, arising from an error or omission in judgement, by the Provider, its employees, subcontractors, consultants or agents;
  - (ii) extending to include cover for unintentional breaches of Intellectual Property Rights; and
  - (iii) with a limit of indemnity of at least \$5 million in respect of each claim and in the aggregate for all claims in any one 12 Month policy period; and
- (d) worker's compensation insurance as required by the law in force in each State or Territory where employees of the Provider work in relation to VRS.

18.2 Where an Employer is involved in VRS employment related activities (including but not limited to work training or work experience placements that are not covered by clause 11), the Provider must satisfy itself that the Employer is complying with relevant statutory workers compensation requirements, if any.

## **19 PRE-TRANSITION AND TRANSITION**

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19.1 During the Pre-Transition Period:

- (a) DEEWR reserves the right to cease or reduce the number of referrals of Eligible Job Seekers to the Provider; and
- (b) for the purposes of clause 39.3 of Part A, assist in transferring Eligible Job Seekers and their records to new contracted providers.

19.2 In addition to clause 19.1, if the Provider is not successful in obtaining a further employment services contract or the Provider does not submit a tender for a further employment services contract (either within or outside the Pre-Transition Period):

- (c) the referral of Eligible Job Seekers will cease from the date of the announcement of successful tenderers, or earlier if both parties agree;
- (d) DEEWR may negotiate with the Provider to transfer Eligible Job Seekers to another provider with such further employment services contract while ensuring continuity of service to the Eligible Job Seeker; and
- (e) must not Commence any new Eligible Job Seekers.

19.3 During the Transition Period, the Provider:

- (f) must continue to meet all its obligations under this Contract, including delivery of VRS and submission of all Reports, in respect of Eligible Job Seekers Commenced before the start of the Transition Period; and
- (g) must not Commence any new Eligible Job Seekers.

19.4 The terms and conditions of this Contract apply to any VRS provided during the Pre-Transition Period and Transition Period.

19.5 At the end of the Service Period and Transition Period, the Provider may continue to claim any eligible Fees in accordance with clause 14.1.

19.6 Subject to clause 19.7, no obligations will continue to be operative under this Part F after the Completion Date.

19.7 This clause 19 and any clause required by necessary implication, survive termination or expiration of this Contract.



## **SCHEDULE F1 - VRS SERVICE GUARANTEE**

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### **Vocational Rehabilitation Services Service Guarantee**

Your Vocational Rehabilitation Services provider's professionally qualified staff will assist you to manage the effects of your injury, disability or health condition and to use your skills to gain safe and sustainable employment.

You will receive comprehensive, personalised Vocational Rehabilitation Services that combines vocational rehabilitation with employment assistance. These services will be sensitive to your circumstances and background and tailored to both your needs and abilities.

#### **Your Vocational Rehabilitation Services provider will:**

- Give you clear information on what services you will receive from them and what your responsibilities are
- Assess your injury, disability or health condition, to identify your abilities and any barriers to employment
- Work with you to help you understand and manage your injury, disability or health condition and help build your work capacity
- Work closely with you to develop an individual plan of activities to assist you to achieve safe and sustainable employment

#### **While you are looking for work your Vocational Rehabilitation Services provider will:**

- Provide information on training and personal development, to improve your employment opportunities
- Provide work training, job search and job placement assistance
- Provide practical assistance when applying for jobs or attending interviews
- Provide information to potential employers about extra assistance available, such as workplace modifications, to help them employ a person with a injury, disability or health condition
- Meet with you regularly to assist you in your search for work.

#### **Once you are in a job your Vocational Rehabilitation Services provider will:**

- Assess the workplace to ensure your capacity to do the job safely
- Support you while you are settling into your job
- Provide information, support and training to your employer
- Work with you to resolve any problems you may have at work.

#### **Depending on your eligibility, your Vocational Rehabilitation Services provider may also:**

- Assist you and your employer to access support services including workplace modifications and the wage subsidy scheme.

Your Vocational Rehabilitation Services provider should advise you about the Employment Services Code of Practice and the Disability Services Standards, which are part of your provider's contract with the Australian Government. It tells you how they will deliver services to you.

You can expect:

- high quality service
- professionalism and integrity
- confidentiality and privacy
- personalised and courteous service
- consideration of your needs and background
- fairness in dealing with all clients
- clear and timely communication.

Your Vocational Rehabilitation Services provider or Centrelink office should have copies of the *Code of Practice* which you can take. A copy is also available on the internet at <http://www.workplace.gov.au>.

### **Customer Feedback**

If you are not satisfied with the service you are receiving you should raise this first with your VRS provider – ask to speak to the manager or supervisor.

If the issue is not resolved, clients of Vocational Rehabilitation Services may access the **Complaints Resolution and Referral Service** through the **DEEWR Customer Service Line on FREECALL 1800 805 260**. The Complaints Resolution and Referral Service has specialist expertise in assisting to resolve complaints for people with disability.

The Complaints Resolution and Referral Service can also be contacted directly on:  
**FREECALL: 1800 88 00 52**

**TTY: 1800 301 130**

**The National Relay Service: 1800 555 677**

**Fax: (02) 9318 1372**

**Telephone Interpreter Service: 131 450**

An interpreter or TTY access can be arranged on request.

If you are dissatisfied with how your concerns have been managed, you may also make a complaint to the Commonwealth Ombudsman's Office.

If you want to find out more about the Vocational Rehabilitation Services, visit:

[www.jobaccess.gov.au](http://www.jobaccess.gov.au)

## SCHEDULE F2 - KEY PERFORMANCE INDICATORS

The Key Performance Indicators (KPIs) set out below will be used to monitor and assess the Provider's performance during the period of this Contract.

It should be noted that:

- (h) the primary method of assessment of KPI1 and KPI2 will be through the Star Rating system.
- (i) DEEWR will closely monitor VRS compliance with KPI3 and general compliance with the Contract, including through ongoing programme assurance activities.
- (j) DEEWR recognises that performance against KPIs will vary depending on a range of factors.
- (k) Data collected on the basis of these KPIs will be used to assess the Provider's performance. DEEWR will aim to provide the Provider with data against these KPIs during the Term of this Contract to enable the Provider to monitor its performance.

KPI	Description	Measures
KPI 1 - Efficiency	To help Eligible Job Seekers find work as quickly as possible.	<ul style="list-style-type: none"> <li>▪ The average time from Commencement of an Eligible Job Seeker to job placement.</li> <li>▪ Proportion of referrals made to a Provider that subsequently Commence in VRS.</li> </ul>
KPI 2 - Effectiveness	To maximise outcomes for Eligible Job Seekers.	<ul style="list-style-type: none"> <li>▪ Proportion of all Commenced Eligible Job Seekers that attract a Job Placement Fee.</li> <li>▪ Proportion of all Eligible Job Seekers exited from VRS who achieve a Full 13 Week Employment Outcome.</li> <li>▪ Proportion of all Eligible Job Seekers who achieve a Full 13 Week Employment Outcome that go on to achieve a Full 26 Week Employment Outcome.</li> <li>▪ Proportion of all Full Employment Outcomes for Eligible Job Seekers with partial capacity that attract a Supplementary Outcome Fee.</li> <li>▪ Proportion of all Job-in-Jeopardy Persons who Exit VRS that achieve a 26 week Job -in -Jeopardy Outcome.</li> </ul>
KPI 3 - Quality	Extent to which Providers offer a VRS to Eligible Job Seekers that complies with the Contract and is in accordance with the Code of Practice, VRS Service Guarantee and the Disability Services Standards.	<p>DEEWR's satisfaction with the delivery of VRS including but not limited to:</p> <ul style="list-style-type: none"> <li>▪ evidence of delivery of personalised services to Eligible Job Seekers through findings of site visits, quality audit projects or other qualitative information</li> <li>▪ number and type of serious complaints, series of complaints and active management of complaints, including assisting DEEWR in negotiating complaint resolution</li> <li>▪ conformity with the Disability Services Standards under the <i>Disability Services Act 1986</i></li> </ul>

## SCHEDULE F3 - FEES AND FUNDS

Fee Type	Fee Amount
<b>Service Fees</b>	
Commencement Fee	\$654.50
Intervention Plan Fee	\$1,925
Service Milestone Fees	
6 Month Milestone	\$1,595
9 Month Milestone	\$1,265
18 Month Milestone	\$946
Job-in-Jeopardy Service Fee	\$2,579.50
Locational Loading Fees	
Remote	\$1,320
Very Remote	\$2,200
<b>Outcome Fees</b>	
Job Placement Fee	\$654.50
Full Employment Outcome Fees	
Full 13 Week Employment Outcome Fee	\$1,595
Full 26 Week Employment Outcome Fee	\$3,190
Intermediate Employment Outcome Fees	
Intermediate 13 Week Employment Outcome Fee	\$330
Intermediate 26 Week Employment Outcome Fee	\$660
Job-in-Jeopardy Outcome Fee	\$3,190
Intermediate Education Outcome Fees	
Intermediate Education Interim Outcome Fee	\$330
Intermediate Education Final Outcome Fee	\$660
<b>Other Fees</b>	
Supplementary Outcome Fees	
Supplementary Interim Outcome Fee	\$330
Supplementary Final Outcome Fee	\$660
Apprenticeship Outcome Fee	\$275
Early Employment Outcome Incentive Fee	\$715
Intermittent Post Placement Support Fee	\$605

## **SCHEDULE F4 - CONTRACT AND BUSINESS DETAILS**

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This schedule is included as a separate document and provides specific DEEWR, Provider and business details pursuant to Part A and the relevant Specific Conditions of this Contract. When completed for an individual Provider, it is included with the relevant executed Employment Services Contract Particulars.