

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	11/10/07		Original version of document (GRDV3 changes)
Version 1.1	25/07/08		GRSDV4 changes added
Version 1.2			

© Commonwealth of Australia 2006

This work is copyright. You may display, print and reproduce this material in unaltered form only (retaining this notice) for your personal, non-commercial use or use within your organisation. Apart from any use as permitted under the *Copyright Act 1968*, all other rights are reserved.





**Australian Government**

---

**Department of Education, Employment and Workplace Relations**

# **PART A**

## **GENERAL CONDITIONS**

### **REMOTE SERVICES DEED**

**2006-2009**



## CONTENTS

1. INTERPRETATION AND PRECEDENCE	6
2. Funding Programmes and Service Programmes	19
3. TERM OF THIS DEED	20
4. Conducting the Programme	21
5. SERVICE GUARANTEE	23
6. CODE OF PRACTICE	23
7. SPECIFIED PERSONNEL	24
8. REQUIREMENTS FOR PAYMENT	25
9. REMOTE SERVICE PAYMENTS	27
10. OTHER CONTRIBUTIONS AND PROVIDER'S CONTRIBUTIONS	29
11. MANAGEMENT OF FUNDING	30
12. FINANCIAL RECORDS	32
13. REPAYMENTS AND OFFSETTING	33
14. TAXES, DUTIES AND GOVERNMENT CHARGES	33
15. FRAUD	34
16. ASSETS	34
17. REPORTING	37
18. INFORMATION TECHNOLOGY	41
19. DELAY	43
20. Liaison and COMPLIANCE	43
21. EVALUATION ACTIVITIES	44
22. PERFORMANCE MANAGEMENT	44
23. INTELLECTUAL PROPERTY	48
24. COMMONWEALTH MATERIAL	49



25. RELEASE OF INFORMATION ON PROVIDER'S PERFORMANCE .....	49
26. CONFIDENTIAL INFORMATION .....	50
27. PERSONAL INFORMATION .....	50
28. RECORDS .....	52
29. ReTENTION OF Participant Records .....	53
30. ACCESS BY PARTICIPANTS AND EMPLOYERS TO RECORDS HELD BY PROVIDER .....	54
31. ACCESS TO PREMISES AND RECORDS .....	55
32. INDEMNITY .....	56
33. Insurance .....	57
34. Subcontracting .....	59
35. CORPORATE GOVERNANCE .....	61
36. DEALING WITH COMPLAINTS .....	63
37. DISPUTE RESOLUTION .....	65
38. NO GUARANTEES BY DEEWR .....	66
39. SUSPENSION .....	66
40. REMEDIES .....	67
41. TERMINATION WITH COSTS .....	68
42. TERMINATION FOR DEFAULT .....	70
43. TRANSITION OUT .....	72
44. Acknowledgement and Promotion .....	73
45. Conflict of Interest .....	73
46. Assignment and Novation .....	74
47. JOINT AND SEVERAL LIABILITY .....	74
48. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY .....	74



49. WAIVER.....	75
50. Entire DeED, variation AND SEVERANCE.....	75
51. APPLICABLE LAW AND JURISDICTION.....	75
52. NOTICES.....	76
53. Compliance with Laws and Government Policies.....	76
54. Compliance with the National Code of Practice for the Construction Industry.....	77

**ANNEXURE 1 – REMOTE SERVICES CODE OF PRACTICE**

**ANNEXURE 2 – REMOTE SERVICES SERVICE GUARANTEE**



## PART A GENERAL CONDITIONS

### 1. INTERPRETATION AND PRECEDENCE

---

#### *Defined Terms*

1.1 In this Deed, 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 within DEEWR, as specified in the Specific Conditions for each Programme, who has authority to receive and sign notices and written communications for DEEWR under this Deed;

‘**Acquittal Report**’ is a Report required to be submitted by the Provider in accordance with clause 17.9 of this Part A;

‘**Activity Agreement**’ means an agreement, in a form provided by DEEWR or in a form as agreed by DEEWR:

- (a) between the Participant and the Provider; or
- (b) that the Provider negotiates with the Participant,

which sets out the Programmes the Participant will undertake and any requirements set out in the Specific Conditions [For those Participants who are on Newstart Allowance or Youth Allowance, the Activity Agreement commits them to meet their activity test obligations under the *Social Security Act 1991*];

‘**Activity Agreement Job Seeker**’ means a job seeker with Activity Test Requirements;”

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

‘**Annexure**’ means any annexure to this Deed;

‘**Approved Auditor**’ means a person (but excludes any person or class of persons notified by DEEWR) who is:

- (a) registered as a company auditor under the *Corporations Act 2001* (Cth) or an appropriately qualified (as determined by DEEWR) member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants; and
- (b) 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* (Cth), or the Provider’s Qualified Accountant;

‘**Asset**’ means any item of tangible property which has a value of over \$5,000 inclusive of GST:

- (a) purchased, leased, created or otherwise brought into existence with use of the Funds; or
- (b) transferred, assigned or otherwise brought into the possession or control

of the Provider from another party which used DEEWR Contributions to purchase, lease, create or otherwise bring that asset into existence,

but does not include Programme Material.

NOTE: This definition does not apply to the Community Work Coordinator Programme;

**‘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 made by the Auditing and Assurance Standards Board created by section 227A of the *Australian Securities and Investment Commission Act 2001* (Cth);

**‘Australian Equivalent to the International Financial Reporting Standards’** or **‘AEIFRS’** refers to the standards of that name maintained by the Australian Accounting Standards Board created by section 226 of the *Australian Securities and Investments Commission Act 2001* (Cth);

**‘Budget’** refers to a budget for expenditure of the Funding, Provider Contributions and Other Contributions for the purposes of conducting the Programme or performing obligations under this Deed, as stipulated in the Specific Conditions;

**‘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;

**‘Capped Programmes’** means the Job Placement and Employment Training Programme, the New Enterprise Incentive Scheme Programme, and the Personal Support Programme;

**‘Centrelink’** means the Commonwealth Service Delivery Agency established by the *Commonwealth Service Delivery Agency Act 1997*;

**‘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; and
- (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 at Annexure 1 to Part A which applies to all Programmes under this Deed;

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

- (a) 1 July 2006, or
- (b) the date on which this Deed 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 Deed and Material which is copied or derived from Material so provided;

**‘Community Development Employment Projects’** or **‘CDEP’** means the funding programme directly funded by DEEWR to conduct CDEP services;

**‘Community Work Coordinator Programme’** or **‘CWC Programme’** means the services provided by a ‘Community Work Coordinator’ in relation to the Commonwealth’s ‘Work for the Dole’ and ‘Community Work’ programmes;

**‘Complaint’** means any expression of dissatisfaction by a Participant, potential Participant or Employer 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) a 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 Programme 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 delivering the Programme fairly and independently;

**‘Consortium’** means two or more entities who have entered into an arrangement for the purposes of jointly delivering the Programmes, 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 its members;

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

**‘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);

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

**‘Delegate’** means a person engaged by the Provider to perform functions or to provide services under this Deed who is a Delegate of the Secretary with respect to the Social Security Act 1991 and/or the Social Security Administration Act 1999 (Cth);

**‘Depreciated’** means the amount representing the same reduced value of an Asset as calculated for income tax purposes under, and in accordance with, the *Income Tax Assessment Act 1997* (Cth), and Undepreciated has a corresponding meaning;

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

**‘DEEWR Contributions’** means funding provided, or grants made, by DEEWR under any funding agreement or any other instrument or mechanism other than this Remote Services Deed;

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

- (a) is identified as such in the Specific Conditions;
- (b) DEEWR identifies, by notice to the Provider after the Commencement Date, as confidential information for the purposes of this Deed; 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 the Provider, through which information is exchanged between the Provider, its subcontractors, Centrelink and DEEWR in relation to Programmes;

**‘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 *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;

**‘Disability Employment Network Programme’** means the Commonwealth programme of that name which provides employment assistance and employment placement support to assist individuals with a disability to either gain employment in the open employment market or to become self employed;

**‘Dispose’** means to sell, licence, lease or sublease, or otherwise transfer or give up ownership or the right to occupy or use, or to enter into an agreement to do any of the preceding acts and **‘Disposal’** means the method of so disposing;

**‘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 Programme Material;

**‘Fees’** means any amount or amounts payable by DEEWR, under this Deed specified in the Specific Conditions to be Fees;

**‘Financial Year’** means each period from 1 July to the following 30 June occurring during the Programme Period, or any part of such a period occurring at the beginning or end of the Programme Period;

**‘Funding’** or **‘Funds’** means any amount or amounts (in cash or kind) payable by DEEWR under this Deed and specified in the Specific Conditions as Funding, and for Funding Programmes includes Programme Generated Income;

**‘Funding Programmes’** means those of the following Programmes listed below that the Provider will conduct, as set out in the Specific Conditions, under this Deed:

- (a) the **Disability Employment Network Programme**;
  - (b) the Personal Support Programme;
  - (c) the Job Placement Employment and Training Programme,
- and each of them, as the context requires;

**‘GST’** has the meaning 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 Programme, 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;

**‘Job Network Programme’** means the Commonwealth’s Job Network Services Programme;

**‘Job Placement Employment and Training Programme’** means the Commonwealth employment preparation programme which provides young people with transitional assistance to help them address barriers in their life such as being homeless or at risk of homelessness, drug or alcohol problems, a history of abuse, violent or offending behaviour or low educational attainment;

**‘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 performance indicators so described in clause 22, 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 Remote 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 versions), goods, information, and data stored by any means including all copies and extracts of the same;

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

**‘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; and
- (c) the right not to have authorship falsely attributed;

**‘New Enterprise Incentive Scheme Programme’** means the Commonwealth’s New Enterprise Incentive Scheme programme;

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

**‘Objectives’** means a Programme’s objectives described in the Specific Conditions, which are the agreed results the Provider must achieve;

**‘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;

**‘Other Contributions’** means financial or in-kind resources (with in-kind resources valued at cost) other than the Fees, Funding or the Provider’s Contributions, which are specified in the Specific Conditions and are used by the Provider for a Programme;

**‘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 Deed 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 a Programme, following the person’s commencement in the Programme;

**‘Participant 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 conducting a Programme;

**‘Participant Service Records’** or **‘Participant Activity Records’** when used in a contractual document, Guideline, or instruction subsidiary to this Part A, including any Records Management Instructions, have the same meaning as

Participant Records;

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

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

**'Party'** means a party to this Deed;

**'Performance Benchmark'** means a target level of performance for the Provider for a Programme against one or more Key Performance Indicators or as notified to the Provider by DEEWR from time to time;

**'Performance Period'** means a six-monthly period for all Programmes, during which the Provider must conduct a Programme in a Remote ESA;

**'Performance Review'** means the review carried out by DEEWR following each Performance Period, at which the Provider's performance 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;

**'Personal Support Programme' or 'PSP'** means the Australian Government funded pre-employment programme of this name that commenced on 1 July 2002 and is administered by DEEWR;

**'Principles'** means the principles of a Programme, if any, as described in the Specific Conditions;

**'Privacy Act'** means 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;

**'Programmes'** means the Funding Programmes and the Service Programmes and each of them, as the context requires;

**'Programme Generated Income'** means any income earned or generated by the Provider from its use of the Funding or Other Contributions including:

- (a) interest earned from the investment of the Funds or Other Contributions;
- (b) the proceeds of insurance paid to the Provider to replace an Asset which exceeds the amount actually paid by the Provider to replace the Asset; and
- (c) any income received by the Provider as a result of its use of an Asset that reflects the proportion of the total cost of acquiring the Asset that was met by the Funding;

**'Programme Material'** means all Material:

- (a) brought into existence for the purpose of performing the Programme;

- (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);

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

**‘Programme Rate’** means the rate of payment set out in the Specific Conditions for each Programme, which is applicable to the calculation of the Programme Remote Services Fee and the Top-Up Remote Services Fees;

**‘Programme Remote Services Fee’** means the payment for provision of a Programme in a Performance Period calculated in accordance with clause 9;

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

**‘Progress Report’** is a Report required to be submitted by the Provider in accordance with clauses 17.1 and 17.2 (and for Funding Programmes clause 17.6) of this Part A;

**‘Projected Places’** means the projected places for a Programme during the Performance Period in a Remote ESA, as set out in the Specific Conditions for each Programme, or as notified by DEEWR from time to time;

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

**‘Provider’s Contributions’** means the financial or in-kind resources (if any),(with in-kind resources valued at cost), other than the Funding or Other Contributions, which are specified in the Specific Conditions and are used by the Provider for the Programme;

**‘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, 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;

**‘Remote Employment Service Area’** or **‘Remote 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 conduct the specified Programmes;

**‘Remote Employment Service Area Coverage’** or **‘Remote ESA Coverage’** means the geographical area or geographical areas within a Remote ESA where the Provider conducts the Programmes under this Deed, as set out in the Specific Conditions;

**‘Remote Services Fee’** means the payment that comprises the total of all of the Programme Remote Services Fees for a Performance Period;

**‘Remote Services Guidelines’** refers to the guidelines for the conduct of Programmes in the Remote ESA, as amended from time to time by DEEWR and notified to the Provider;

**‘Report’** means Programme Material that is provided to DEEWR for the purposes of reporting on the Programmes as stipulated in this Deed and the Specific Conditions;

**‘Satisfied’** in relation to a place for a Programme has the meaning set out in the Specific Conditions for that Programme;

**‘Service Guarantee’** means the minimum service standards applicable to all of the Programmes which are set out, at Annexure 2 to this Part A;

**‘Service Programmes’** means those of the Programmes listed below that the Provider will conduct, as set out in the Specific Conditions, under this Deed:

- (a) the Job Network Programme;
  - (b) the Community Work Coordinator Programme; and
  - (c) the New Enterprise Incentive Scheme Programme,
- and each of them as the context requires;

**‘Shared Responsibility Agreement’** means an agreement setting out the shared responsibilities between Indigenous Australian communities and the Commonwealth;

**‘Site’** means the one or more physical locations in a Remote ESA specified in the relevant Specific Conditions at which the Provider must conduct the Programme;

**‘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 Deed for each Programme which the Provider is required to conduct under this Deed;

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



constituting the Programme;

**‘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*;

**‘Term of this Deed’** refers to the period described in clause 3.1;

**‘Top-Up Places’** means places available for a Programme in a Performance Period once the Upfront Places for that Programme for the Performance Period have been Satisfied;

**‘Top-Up Remote Services Fees’** means the payment for Satisfying Top-Up Places calculated in accordance with clause 9;

**‘Total Programme Places’** means the total number of Projected Places available under each Capped Programme, as set out in the Specific Conditions for that Capped Programme;

**‘Transition Period’** in relation to any Programme means a period commencing immediately after the Programme Period, during which the Provider must continue to conduct the Programme 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)*;

**‘Upfront Places’** means those places in respect of which the Remote Services Fee is paid;

**‘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:
  - i. the definitions set out in clause 1.1 of this Part A apply to the whole of the Deed; and
  - ii. 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 Deed.
- 1.5 In this Deed, unless the contrary intention appears:
  - iii. words in the singular include the plural and vice versa;
  - iv. words importing a gender include any other gender;

- v. a reference to a person includes a partnership and a body whether corporate or otherwise;
- vi. clause headings or words in bold format are inserted for convenience only, and have no effect in limiting or extending the language of provisions;
- vii. all references to clauses are to clauses in this Deed;
- viii. all references to dollars are to Australian dollars;
- ix. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- x. a reference to an Item is to an Item in a schedule to the Specific Conditions;
- xi. any uncertainty or ambiguity in the meaning of a provision of this Deed will not be interpreted against a Party just because that Party prepared the provision;
- xii. reference to internet sites includes those sites as amended from time to time; and
- xiii. where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect 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:
- xiv. Part A (general conditions);
  - xv. the Annexure(s);
  - xvi. the Specific Conditions (excluding the schedules in the Specific Conditions);
  - xvii. the schedules in the Specific Conditions;
  - xviii. any other attachments;
  - xix. 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. FUNDING PROGRAMMES AND SERVICE PROGRAMMES**

---

- 2.1 This Deed is for the conduct of Service Programmes and Funding Programmes by the Provider in Remote ESA's as set out in the Specific Conditions for each Programme.
- 2.2 The Parties acknowledge and agree that:
- xx. the Service Programmes are subject to Commonwealth procurement processes and rules and, whilst Providers may be paid and administer some Funds for a Service Programme, the Providers are primarily paid by DEEWR on a fee for service basis; and
  - xxi. the Funding Programmes are not subject to procurement processes and rules and, whilst there may be some monies described as Fees, Providers are primarily paid Funding by DEEWR for the Funding Programmes, which must be acquitted to DEEWR in accordance with this Deed.
- 2.3 Each Programme conducted by the Provider under this Deed is subject to the Specific Conditions for that Programme, as well as the general conditions set out in this Part A.
- 2.4 Unless a clause or part of a clause in this Part A specifies that it applies only to Service Programmes or to Funding Programmes, all of the clauses in this Part A apply to all of the Programmes under this Deed.
- 2.5 The terms "Fees" and "Funds" are defined in clause 1.1 of this Deed. Subject to subclause 2.6, if in this Deed, any monies paid or to be paid by DEEWR, are not specified to be Fees or Funds, then:
- xxii. if the monies are being paid pursuant to a Funding Programme, the monies are deemed to be Funds; and
  - xxiii. if the monies are being paid pursuant to a Services Programme, the monies are deemed to be Fees.
- 2.6 The Remote Services Fees and the Top-Up Remote Services Fees are calculated in accordance with clause 9 and may be comprised of Fees or Funds or both, as set out in the Specific Conditions. Where the Remote Services Fees or the Top-Up Remote Services Fees are comprised of both Fees and Funds, the proportion of those amounts comprising Fees must be treated as Fees and the proportion of those amounts comprising Funds must be treated as Funds.

### **3. TERM OF THIS DEED**

---

#### ***Duration of Term***

- 3.1 This Deed commences on the Commencement Date and, unless terminated earlier, expires on the Completion Date.
- 3.2 The Provider must conduct the Programmes during the Programme Periods and any Transition Periods.

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

- 3.3 Subject to any contrary stipulation in the Specific Conditions, DEEWR may, at its sole option, extend the Programme Period for one or more Programmes, 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 Programme Period for the relevant Programme ('Extended Programme Periods'). Where DEEWR extends one or more Programme Periods, the Funds and Fees payable, and the Provider's business levels and/or market share during the Extended Programme Periods will be as agreed between the Parties.
- 3.4 If DEEWR exercises its rights under clause 3.3 and extends one or more Programme Periods, DEEWR's notice under clause 3.3 will set out:
- xxiv. the exact duration of the Extended Programme Periods; and
  - xxv. which Programmes the Provider must provide in the Extended Programme Periods.
- 3.5 For the avoidance of doubt, if DEEWR extends one or more of the Programme Periods under clause 3.3:
- xxvi. Part A; and
  - xxvii. the Specific Conditions relevant to that Programme,
- continue to apply to that Programme for the Extended Programme Periods.

#### ***Transition Period***

- 3.6 If the Specific Conditions set out a Transition Period for a Programme:
- xxviii. the Provider must ensure that the Programme is finalised by the end of the Transition Period;
  - xxix. the Provider must continue to conduct that Programme during the Transition Period, subject to the limitations expressed in the relevant Specific Conditions; and
  - xxx. Part A and the relevant Specific Conditions for that Programme will continue to apply to both Parties until the end of that Transition Period.
- 3.7 Subject to clause 3.9 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.
- 3.8 If DEEWR exercises its rights to extend one or more Programme Periods under clause 3.3, clause 3.6 applies as if the relevant Transition Period commenced immediately after the conclusion of the Extended Programme Periods.

## ***Survival***

- 3.9 The operation of clauses 11 [Management of Funding], 12 [Financial Records], 13 [Repayments and Offsetting], 16 [Assets], 17 [Reporting], 21 [Evaluation Activities], 23 [Intellectual Property], 24 [Commonwealth Material], 25 [Release of Information on Provider's Performance], 26 [Confidential Information], 27 [Personal Information], 28 [Records], 29 [Retention of Participant Records], 32 [Indemnity], 33 [Insurance], 37 [Dispute Resolution], 43 [Transition Out], 44 [Acknowledgement and Promotion], 51 [Applicable Law and Jurisdiction] and any other provisions specified in the Specific Conditions as surviving, survive the expiration or earlier termination of this Deed.
- 3.10 Clause 31 [Access to Premises and Records] applies during this Deed and for 7 years from the end of this Deed.

## **4. CONDUCTING THE PROGRAMME**

---

### ***Manner for Conducting the Programmes***

- 4.1 The Provider must carry out each Programme within the Programme Period, in accordance with its Remote ESA Coverage for a Remote ESA and this Deed (including any applicable conditions set out in the Specific Conditions, Principles, Objectives and Guidelines), diligently, effectively and to a high professional standard.
- 4.2 The Provider must conduct the Programmes in a manner which achieves optimum performance when measured against the Key Performance Indicators for the Programmes.
- 4.3 The Provider must not, unless the Provider has received DEEWR's written approval to do so, conduct a Capped Programme for a number of places that is greater than the Total Programme Places for that Capped Programme.
- 4.4 DEEWR may attach any conditions to its approval as DEEWR sees fit, if DEEWR provides its approval under clause 4.3.
- 4.5 Without limiting clauses 4.1 and 4.2, the Provider must:
- xxxi. comply with any reasonable direction or request for information made by DEEWR;
  - xxxii. comply with the conditions set out in the Specific Conditions; and
  - xxxiii. act at all times ethically and in good faith towards DEEWR in the performance of this Deed to maintain the reputation and integrity of the Programme and the Commonwealth, acknowledging that an unethical manner constitutes any practice that falsely manipulates outcomes, the performance model or Programmes to maximise the payments to the Provider.
  - xxxiv. 4.6 **The Provider must not act in such a way or accept any Other Contributions that may bring the Programmes into disrepute.**
  - xxxv. 4.6A For the avoidance of doubt, no right or obligation arising from this Deed 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.

### ***DEEWR may vary the Projected Places, the Provider's business levels,***

### ***Remote ESA Coverage and restrict the Top-Up Places***

- 4.6 Based on DEEWR's assessment of projected changes to labour market conditions in a Remote ESA or LMRs (including past and/or future projected Participant demand), or any other reason as determined by DEEWR in its absolute discretion, DEEWR may:
- xxxvi. vary the number of Projected Places for all or part of the Performance Period;
  - xxxvii. vary the Provider's business levels for all or part of the Performance Period;
  - xxxviii. vary Remote ESA Coverage; and
  - xxxix. restrict the number of Top-Up Places for which Top-Up Remote Services Fees will be made at any time by giving notice to the Provider.

### ***Activity Agreements***

- 4.8 **The Provider must complete, update and manage Activity Agreements in accordance with the Specific Conditions.**

- xl. [Reserved]

### ***Linkages with community and other providers***

- 4.9 The Provider will develop appropriate links and work co-operatively with the community and with other employment service providers working in Remote ESA's in which the Provider conducts Programmes.

### ***Referral and commencement***

- 4.10 Notwithstanding anything in the Specific Conditions for a Programme, in recognition of the circumstances in Remote ESA's, up to 10 Business Days may elapse between a Participant being referred to the Provider for participation in a Programme, and the Provider commencing the conduct of the Programme to the Participant.
- 4.11 In clause 4.10, 'referred' includes registered with the Provider by Centrelink or DEEWR.
- 4.12 More detailed provisions regarding the operation of clause 4.10 may be included in the Specific Conditions for a Programme.

### ***An Indigenous Participant's 'time-out' from a Programme***

- 4.13 Subject to clause 4.15, upon receiving a written request from an Indigenous Participant for time-out of the Job Network Programme, the [Disability Employment Network](#) Programme or the Community Work Coordinator Programme, the Provider may grant the Participant time away from the relevant Programme, if:
- xli. the Provider considers the Participant's request to be appropriate; and
  - xlii. the Provider acts in accordance with the Specific Conditions and any relevant Guidelines issued by DEEWR, from time to time.
- 4.14 If the Provider grants a Participant time away from a Programme under clause 4.13, the Provider must:
- xliii. grant the time-out in accordance with any conditions set out in any relevant Guidelines issued by DEEWR, from time to time;

- xliv. amend the Participant's Activity Agreement accordingly, including specifying contacts during the time-out period and a recommencement date, prior to the Participant's time away;
  - xlv. notify DEEWR of the Participant's time away within 5 Business Days of granting the time away; and
  - xlvi. comply with any other requirements relating to time-outs specified in the relevant Guidelines issued by DEEWR from time to time.
- 4.15 A Provider must not grant any Participant periods of time-out from a Programme that in total exceed one calendar month, without prior written approval from DEEWR .
- 4.16 In addition to any Participant time-out under clause 4.13, Programmes may provide for other similar absences by Participants from a Programme in accordance with their relevant Specific Conditions.
- 4.17 For the purposes of this clause 4 an 'Indigenous Participant' is a Participant who:
- xlvii. is of Aboriginal or Torres Strait Islander descent;
  - xlviii. identifies as an Aboriginal or Torres Strait Islander person; and
  - xliv. is accepted as such in the community in which the person lives or has lived.

## **5. SERVICE GUARANTEE**

---

- 5.1 The Provider must conduct each Programme at or above the minimum standards set by the Service Guarantee.
- 5.2 The Provider must provide to each Participant a copy of the Service Guarantee.
- 5.3 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.
- 5.4 Where, in DEEWR's view, the Provider has not conducted a Programme in accordance with the Service Guarantee, DEEWR may require the Provider by providing notice in writing to remedy the breach within a period of time specified by DEEWR.
- 5.5 If, following a notification given under clause 5.4, the Provider fails to remedy the breach within the time specified by DEEWR, DEEWR may, at its absolute discretion:
- i. take action under clause 40 [Remedies]; or
  - ii. immediately terminate this Deed without the need to provide notice to the Provider and clauses 42.2 and 42.3 apply, as if the Deed was terminated under clause 42 [Termination for Default].
  - lii.

## **6. CODE OF PRACTICE**

---

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

- 6.1 The Provider must, in conducting the Programmes, comply with the principles and service standards set out in the Code of Practice.

- 6.2 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***

- 6.3 A breach of the Code of Practice will occur, but is not limited to, when the Provider:
- liii. fails to conduct a Programme in the manner specified in the Code of Practice;
  - liv. 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;
  - lv. does not, when approached by DEEWR, actively assist in negotiating a resolution to a Complaint; or
  - lvi. 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.
- 6.4 DEEWR may notify the Provider of suspected breaches of the Code of Practice. Once a breach is notified, the Provider must remedy the breach within the time specified in the notice and report the solution to DEEWR.
- 6.5 If a breach of the Code of Practice is not remedied within the time specified in the notice under clause 6.4, DEEWR may:
- lvii. take action under clause 40 [Remedies]; or
  - lviii. immediately terminate this Deed without the need to provide notice to the Provider and clauses 42.2 and 42.3 apply, as if the Deed was terminated under clause 42 [Termination for Default].
  - lix.

## **7. SPECIFIED PERSONNEL**

---

### ***Use of Specified Personnel***

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

### ***Replacement personnel***

- 7.2 Where Specified Personnel are unable to undertake work in respect of a Programme, 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 personnel***

- 7.3 DEEWR may give notice on reasonable grounds related to the conduct of a Programme requiring the Provider to remove personnel (including Specified Personnel) from work in respect of a Programme. The Provider must, at the Provider's own cost, promptly arrange for the removal of such personnel from work in respect of the Programme and their replacement



with personnel acceptable to DEEWR.

***Provision of replacement personnel***

- 7.4 If the Provider is unable to provide replacement personnel who are acceptable to DEEWR, DEEWR may terminate this Deed in accordance with the provisions of clause 42 [Termination for Default].

**8. REQUIREMENTS FOR PAYMENT**

---

***Making of payment***

- 8.1 Subject to sufficient monies being available, and compliance by the Provider with this Deed to DEEWR's satisfaction, DEEWR will pay the Provider a Remote Services Fee for each Performance Period, as calculated in accordance with clause 9, for conducting the Programmes in the Remote ESA's.
- 8.2 Subject to sufficient monies being available, and compliance by the Provider with this Deed to DEEWR's satisfaction, DEEWR will also pay to the Provider for conducting the Programmes in the Remote ESA's:
- ix. Top-Up Remote Services Fees for each Performance Period, provided the conditions for payment of Top-Up Remote Services Fees set out in clause 9 are met;
  - lxi. any other Fees set out in the Specific Conditions, provided the conditions for payment of those Fees set out in the Specific Conditions are met; and
  - lxii. any Funds set out in the Specific Conditions, provided the conditions for payment of those Funds set out in the Specific Conditions are met.
- 8.3 It is a precondition of the Provider's entitlement to any payments under this Deed, that it:
- lxiii. 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 conducted the Programme in accordance with this Deed;
  - lxiv. has a valid ABN;
  - lxv. immediately notifies DEEWR if it ceases to have a valid ABN;
  - lxvi. correctly quotes its ABN on all documentation provided to DEEWR;
  - lxvii. supplies proof of its GST registration, if requested by DEEWR; and
  - lxviii. immediately notifies DEEWR of any changes to its GST status.
- 8.4 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.

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

- 8.5 The Provider must:
- lxix. when it makes a claim for payment under this Deed, have sufficient documentary evidence, to support its claim for payment; and

- lxx. retain such evidence for a period of no less than 7 years after the end of a Programme.
- 8.6 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 Deed within 10 Business Days of DEEWR's request.
- 8.7 If:
- lxxi. the Provider does not comply with a request by DEEWR under clause 8.6 or if DEEWR is not satisfied with the documentary evidence supplied by the Provider to support a claim; and
  - lxxii. 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 10, until such time DEEWR, at its absolute discretion, is satisfied with the documentary evidence that supports the Provider's claims for payment.

***Overpayment***

- 8.8 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:
- lxxiii. must be repaid to DEEWR; or
  - lxxiv. DEEWR may offset or deduct,
- in accordance with clause 13.

***No additional Fees or Funds***

- 8.9 DEEWR is not responsible for the provision of any additional money to meet any expenditure by the Provider in excess of the Funds or Fees.

***No Double Payments***

- 8.10 The Provider acknowledges it is not entitled to payment from other Commonwealth sources or State, Territory or local government bodies for undertaking a Programme. 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 Programme.
- 8.11 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:
- lxxv. make the payments of Funds or Fees;
  - lxxvi. decide not to make the payments of Funds or Fees; or
  - lxxvii. issue Guidelines setting out the circumstances where DEEWR will or will not make the payments of Funds or Fees.

***No Charges To Participants***

- 8.12 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 Programme.

## **9. REMOTE SERVICE PAYMENTS**

---

### ***Determination by DEEWR of the Projected Places for Performance Periods***

- 9.1 DEEWR will, at its absolute discretion, determine the total number of Projected Places for a Programme to be conducted in a Remote ESA in a Performance Period (except Projected Places for Performance Periods 1 and 2 which are set out in the Specific Conditions).
- 9.2 Subject to the Specific Conditions, when DEEWR determines the total number of Projected Places for a Programme to be conducted in a Remote ESA in a Performance Period, DEEWR will consider:
- lxxviii. the number of places Satisfied by the Provider for the Programme in that Remote ESA during the previous Performance Period;
  - lxxix. the Provider's performance during the previous Performance Period in that Remote ESA; and
  - lxxx. for Capped Programmes, the number of Projected Places moved between Performance Periods for that Capped Programme, in accordance with clause 9.13.

### ***Notification by DEEWR of the Projected Places for Performance Periods***

- 9.3 DEEWR will notify the Provider, in accordance with clause 52 [Notices] or through DEEWR IT Systems, of the Projected Places for a Programme to be conducted in that Remote ESA in a Performance Period on or before the commencement of a Performance Period (except for the Projected Places for Performance Period 1 and Performance Period 2, which are set out in the Specific Conditions for each Programme).

### ***If the number of Projected Places for a Performance Period is less than 10 Projected Places***

- 9.4 If, for any Programme during any Performance Period the number of Projected Places for a Remote ESA is less than 10 Projected Places, the Upfront Places for that Programme for that Performance Period for that Remote ESA will equal the Projected Places.

### ***The Remote Services Fee***

- 9.5 Subject to the Specific Conditions, and DEEWR's satisfaction with the Provider's performance under this Deed, the Provider will be paid one Remote Services Fee at the commencement of each Performance Period.
- 9.6 Subject to subclause 9.4 and the Specific Conditions, DEEWR will use the following method to calculate the Remote Services Fee for the first two Performance Periods (i.e. for Performance Period 1 and for Performance Period 2):
- 1. DEEWR will multiply the total number of Projected Places for the Performance Period for each Programme for each Remote ESA by 0.8 and the resulting figure will be called the Upfront Places figure and the Upfront Places figure will be rounded to a whole number.
  - 2. DEEWR will total the Upfront Places figures for each Programme. ('Programme Upfront Places')

3. DEEWR will multiply the Programme Upfront Places by the Programme Rate for that Programme for that Performance Period. ('Programme Remote Services Fee')
  4. DEEWR will add all Programme Remote Services Fees together and the total of all of the Programme Remote Services Fees equals the applicable Remote Services Fee for that Performance Period.
- 9.7 Subject to the subclause 9.4 and the Specific Conditions, DEEWR will use the following method to calculate the Remote Services Fee for each Performance Period, except for Performance Period 1 and for Performance Period 2:
1. Prior to the commencement of each Performance Period, DEEWR will, at its absolute discretion, determine the total number of Projected Places for each Programme for each Remote ESA, in accordance with clause 9.2 and the Specific Conditions.
  2. DEEWR will multiply the total number of Projected Places in that Performance Period for each Programme for each Remote ESA by 0.8 and the resulting figure will be called the Upfront Places figure and the Upfront Places figure will be rounded to a whole number.
  3. DEEWR will total the Upfront Places figures for each Programme. ('Programme Upfront Places')
  4. DEEWR will multiply the Programme Upfront Places by the Programme Rate for that Programme for that Performance Period. ('Programme Remote Services Fee')
  5. DEEWR will add all Programme Remote Services Fees together and the total of all of the Programme Remote Services Fees equals the applicable Remote Services Fee for that Performance Period.

***When the Remote Services Fee is payable by DEEWR***

- 9.8 After verifying the Provider's claim on DEEWR IT Systems, DEEWR will pay the Remote Services Fee for a Performance Period within 20 Business Days after the claim by a Provider for the Remote Services Fee.

***Top-Up Remote Services Fee***

- 9.9 Subject to the Specific Conditions for a Programme and this clause 9, the Provider is eligible for the payment of a Top-Up Remote Services Fee for a Programme conducted in a Remote ESA in a Performance Period, once it has Satisfied each Upfront Place for that Performance Period for that Programme in that Remote ESA.
- 9.10 The Top-Up Remote Services Fee will be paid at the Programme Rate for each Top-Up Place which is Satisfied.
- 9.11 Subject to the Specific Conditions and clause 4.6, for Capped Programmes the maximum number of Top-Up Places for which a Top-Up Remote Services Fee will be payable is calculated by subtracting the Upfront Places from the Projected Places (if this number is zero then no Top-Up Remote Services Fees will be paid).

***When a Top-Up Remote Services Fee is payable by DEEWR***

- 9.12 After verifying the Provider's claim on DEEWR IT Systems, DEEWR will pay the Top-Up

Remote Services Fee within 30 Business Days after the claim by a Provider for a Top-Up Remote Services Fee.

### ***Projected Places moved between Performance Periods for Capped Programmes***

- 9.13 DEEWR and the Provider may, subject to the Specific Conditions, agree to move a number of Projected Places from future Performance Periods for Capped Programmes, provided that the number of Projected Places moved between Performance Periods does not vary the number of Total Programme Places for any Capped Programme.

### ***Payments for Projected Places brought forward for Capped Programmes***

- 9.14 If, for any Capped Programme conducted during any Performance Period, the Provider brings forward Projected Places, DEEWR will pay the Provider for those brought forward Projected Places in accordance with clause 9.10.

## **10. OTHER CONTRIBUTIONS AND PROVIDER'S CONTRIBUTIONS**

### ***Provider Contributions***

- 10.1 This clause 10 does not apply to Service Programmes.
- 10.2 The Provider must provide Provider Contributions for a Programme, if specified in the Specific Conditions. Provider Contributions must not include any amount that has been provided to the Provider by a Commonwealth, State or Territory department or agency.
- 10.3 Unless otherwise specified in the Specific Conditions the Provider must ensure that the persons (if any) identified in the Specific Conditions provide DEEWR with satisfactory written undertakings that they will provide the Other Contributions, including the amounts to be provided, the due dates for each of these amounts and the terms and conditions of the provision of the Other Contributions.
- 10.4 The written undertakings required by clause 10.3 must be provided to DEEWR within 10 Business Days of the Commencement Date, failing which DEEWR may terminate this Deed in accordance with clause 42 [Termination for Default].
- 10.5 If the Provider is not able to obtain Other Contributions or obtain them in time to enable completion of the Programme, then DEEWR may:
- lxxxi. suspend payment of the entire Funds or an instalment of the Funds (as the case may be) until the Other Contributions are received; or
  - lxxxii. terminate this Deed in accordance with clause 42 [Termination for Default].
- 10.6 Nothing in this clause 10 derogates from the Provider's obligation to perform the Programme in accordance with this Deed.
- 10.7 The Provider must notify DEEWR within 10 Business Days of entering into any arrangement (whether contractual or statutory) under which it is entitled to receive any additional monetary or in-kind contributions in respect of the Programme that are not identified as Other Contributions in the Specific Conditions. Any such additional contribution that the Provider becomes entitled to receive after the Commencement Date constitutes Other Contributions for the purposes of this Deed (and the Specific Conditions are deemed to be varied accordingly) on the date on which the Provider notifies DEEWR of that contribution under this

clause 10.7, with the exception that clauses 10.3 and 10.4 of Part A do not apply to the Other Contributions.

## **11. MANAGEMENT OF FUNDING**

---

### ***Use and management of the Funding***

- 11.1 The Provider must only spend the Funds:
- lxxxiii. for the purposes of the Programme for which the Funds are provided;
  - lxxxiv. in accordance with this Deed; and
  - lxxxv. in accordance with the Budget, if any, for a Programme.

### ***Payments to Third Parties***

- 11.2 The Provider must do all things necessary to ensure:
- lxxxvi. that all payments from the Funds that it makes to third parties (including subcontractors) are correctly made and properly authorised; and
  - lxxxvii. that it maintains proper and diligent control over the incurring of all liabilities.

### ***Keeping of Funds***

- 11.3 Unless otherwise specified in the Specific Conditions for a Programme, the Provider must:
- lxxxviii. ensure that the Funds held for each Programme are held in a separate 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;
  - lxxxix. ensure that the account referred to in paragraph lxxxviii above is:
    - (i) established solely for the purposes of accounting for, and administering, any Funding provided by DEEWR to the Provider under this Deed for the relevant Programme;
    - (ii) an account that bears a rate of interest reasonably required by DEEWR; and
    - (iii) separate from the Provider's other operational accounts;
  - xc. notify DEEWR, prior to the receipt of any Funds, of details sufficient to identify the account;
  - xc. provide written notification to the authorised deposit-taking institution at which the account is established that the Funds are funds held for the purposes of the Programme, and provide a copy of that notification to DEEWR;
  - xcii. provide DEEWR and the authorised deposit-taking institution with a written authority for DEEWR to obtain any details relating to any use of the account;
  - xciii. if the account changes, notify DEEWR within 10 Business Days of the

change occurring, provide DEEWR with the details of the new account, and comply with paragraphs xci and xcii above in respect to the new account;

- xciv. unless the Provider is a sole director company or an individual, ensure that as a minimum, two signatories, who have the Provider's authority to do so, are required to operate the account; and
- xcv. identify the receipt and expenditure of the Funds separately within its accounts and Records so that at all times the Funds are identifiable and ascertainable.

#### ***Use as security***

- 11.4 Except with DEEWR's prior written approval, the Provider must not use any of the following as any form of security for the purpose of obtaining or complying with any form of loan, credit, payment or other interest or for the preparation of, or for the purposes of, any litigation:
- xcvi. the Funds;
  - xcvii. this Deed or any of DEEWR's obligations under this Deed;
  - xcviii. Intellectual Property Rights in Programme Material; or
  - xcix. in the case of Funding Programmes, any Assets.

#### ***Use of Interest on Funding***

- 11.5 Any money earned by the Provider as interest on the Funding must be used and dealt with by the Provider as if the money earned was part of the Funding.

#### ***Mismanagement of Funds***

- 11.6 In the case of Funding Programmes, if, at any time during the Term of this Deed, DEEWR determines, at its absolute discretion, that the Provider does not have the capacity to adequately manage the Funding, DEEWR may, on providing the Provider with notice of its determination, immediately suspend, reduce or cease entirely the release of Funding to the Provider, and the Provider must refund the Funding to DEEWR upon demand and in accordance with DEEWR's directions.
- 11.7 If, at any time during the Term of this Deed, DEEWR determines, at its absolute discretion, that an amount of Funding:
- c. has not been spent or legally committed for expenditure in accordance with this Deed; or
  - ci. has not been acquitted in accordance with this Deed,
- then the relevant amount of Funding must be:
- (i) refunded by the Provider to DEEWR within 20 Business Days of notice from DEEWR of its determination; or
  - (ii) otherwise dealt with as notified by DEEWR.

#### ***Unexpended Funds***

- 11.8 Subject to clause 11.9 below, if, at the completion of the relevant Programme Period, some

or all of the Funding has not been:

- cii. spent, or legally committed for expenditure, in accordance with this Deed; or
- ciii. acquitted to DEEWR's satisfaction,

then that amount is a debt owed to DEEWR which must be repaid to DEEWR.

- 11.9 Subject to contrary stipulation in the Specific Conditions, if at the completion of the Programme Period for a Funding Programme the Provider has remaining Funds, the Provider may seek DEEWR's written consent to retain the Funds and use them for purposes agreed by DEEWR. If DEEWR does not agree to the Provider retaining the Funds, then the Funds are a debt which must be repaid to DEEWR in accordance with clause 11.7 above.
- 11.10 For the avoidance of doubt, the Parties acknowledge and agree that the Funding is not 'public money' for the purposes of the *Financial Management and Accountability Act 1997* (Cth).

## **12. FINANCIAL RECORDS**

---

- 12.1 The Provider must keep, in accordance with AEIFRS, proper accounts and Records of its transactions and affairs in relation to any money (Fees or Funds) that it receives from DEEWR under this Deed.
- 12.2 The accounts and Records referred to in clause 12.1 must enable:
- civ. all receipts and payments related to each Programme to be clearly and separately identified and reported in accordance with AEIFRS; and
  - cv. the preparation of financial statements for each Programme in accordance with Australian Equivalent of the International Financial Reporting Standards including:
    - (i) an income and expenditure statement for the Financial Year to date; and
    - (ii) in the case of Funding Programmes, a register of the Assets created, acquired, written-off or Disposed of during the Financial Year to date; and
    - (iii) the audit of those accounts and Records in accordance with Australian Auditing Standards.
- 12.3 In the case of Funding Programmes, the financial statements identified in clause cv above must also:
- cvi. allow items to be compared to the Budget, if any, for a Programme;
  - cvii. identify the Provider's taxation liabilities and payments.

### ***Annual financial statements***

- 12.4 Clause 12.5 applies to all Service Programmes and to Funding Programmes that do not provide Funds to the Provider.
- 12.5 Without limiting any of the obligations set out in clause 17, 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.

- 12.6 DEEWR may take action under clause 40 [Remedies] or elect to terminate this Deed in accordance with clause 42 [Termination for Default], if the Provider is more than 1 month overdue in providing its financial statements to DEEWR.

### **13. REPAYMENTS AND OFFSETTING**

---

#### ***Repayment and Interest***

- 13.1 Any amount owed to DEEWR, or which DEEWR is entitled to recover, under this Deed, including any Interest, will, without prejudice to any other rights available to DEEWR under this Deed, 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.
- 13.2 Subject to contrary stipulation, where any debt is owed to DEEWR, unless DEEWR notifies otherwise, 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.
- 13.3 In respect of any obligation the Provider may have under this Deed to pay DEEWR Interest, the Provider agrees that the Interest represents a reasonable pre-estimate of the loss incurred by DEEWR.

#### ***Offsetting***

- 13.4 Without limiting DEEWR's rights under this Deed, under statute, at law or in equity, 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 Deed, if the Provider:
- cviii. owes DEEWR any payment or debt under this Deed; or
  - cix. has outstanding or unacquitted money under any arrangement with DEEWR or the Commonwealth.
- 13.5 DEEWR will notify the Provider if it exercises its rights under clause 13.4 within 10 Business Days after having exercised those rights.
- 13.6 Notwithstanding any action taken by DEEWR under clause 13.4, the Provider must continue to perform its obligations under this Deed, unless DEEWR agrees otherwise in writing.

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

---

#### ***Amounts inclusive of GST***

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

#### ***General Taxes***

- 14.2 Subject to this clause 14, all taxes, duties and government charges imposed in Australia or

overseas in connection with this Deed must be borne by the Provider.

- 14.3 Fees and Funds payable under this Deed include amounts on account of any GST payable by the Provider on Taxable Supplies to DEEWR.
- 14.4 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.
- 14.5 The Provider must not claim from DEEWR any amount for which the Provider can claim an Input Tax Credit.
- 14.6 Where any debt is repaid, including by offset under clause 13, an Adjustment Note must be provided to DEEWR if required by the GST Act.

## **15. FRAUD**

---

### ***Fraud Prevention***

- 15.1 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.
- 15.2 If DEEWR determines that the Provider has been engaged in fraudulent activity, DEEWR may:
- cx. require the Provider to refund some or all of the payments made by DEEWR; or
  - cxi. immediately terminate this Deed without the need to provide notice to the Provider and clauses 42.2 and 42.3 apply, as if the Deed was terminated under clause 42 [Termination for Default]; or
  - cxii. both (a) and (b).
- 15.3 The Provider acknowledges that under the *Criminal Code Act 1995* (Cth), offences involving fraudulent conduct against the Commonwealth are punishable by imprisonment.

## **16. ASSETS**

---

### ***Acquisition of Assets***

- 16.1 This clause 16 does not apply to Service Programmes.
- 16.2 The Provider must not use the Funding to acquire or create any Asset, apart from those detailed in the Specific Conditions, without obtaining DEEWR's prior written approval. Approval may be given subject to any conditions that DEEWR may impose.

### ***Ownership of Assets***

- 16.3 Unless it is set out in the Specific Conditions that DEEWR or a third party owns an Asset then, subject to this clause 16 and the terms of any relevant lease, the Provider owns any Asset acquired by the Provider with the Funding, subject to:
- cxiii. its continued use for the purposes of this Deed; and
  - cxiv. any requirement to transfer some or all of the Assets by DEEWR

pursuant to this Deed.

### ***Terms applicable to Assets***

- 16.4 If DEEWR or a third party owns the Asset, clauses 16.8, 16.10, 16.11 and 16.12 do not apply.
- 16.5 If the Asset is leased, the Provider must ensure that the terms of the lease are consistent with this clause 16, except for clauses 16.8, 16.9, 16.10, 16.11 and 16.12.

### ***Use of Assets***

- 16.6 During the Programme Period the Provider must only use any Asset in accordance with this Deed and for the purposes of the Programme.

### ***Provider's responsibilities for Assets***

- 16.7 Throughout the Term of this Deed, the Provider must:
- cxv. not encumber or Dispose of any Asset, or deal with or use any Asset other than in accordance with this clause 16, without DEEWR's prior written approval;
  - cxvi. hold all Assets securely and safeguard them against theft, loss, damage, or unauthorised use;
  - cxvii. maintain all Assets in good working order;
  - cxviii. maintain all appropriate insurances for all Assets to their full replacement cost noting DEEWR's interest, if any, in the Asset under this Deed;
  - cxix. if required by law, maintain registration and licensing of all Assets;
  - cxx. be fully responsible for, and bear all risks relating to, the use or Disposal of all Assets;
  - cxxi. maintain an Assets register which records:
    - (i) the date of purchase;
    - (ii) purchase price;
    - (iii) Asset description;
    - (iv) Asset location;
    - (v) the proportion of the Funds used to create or acquire the Asset; and
    - (vi) (where relevant) details of Asset Disposal including, but not limited to, the sale price and method of Disposal; and
  - cxxii. as and when requested by DEEWR, provide copies of its Assets register to DEEWR.

### ***Sale or Disposal of Asset during term***

- 16.8 If the Provider Disposes of an Asset during the Term of this Deed (which must be with DEEWR's prior written consent and subject to any conditions DEEWR may impose), the greater of the following proportions must be accounted for and used as Programme

Generated Income:

- cxxiii. the proportion of the sale proceeds from the Asset; or
- cxxiv. the proportion of the Undepreciated value of the Asset,  
that is equivalent to the proportion of the cost of the Asset that was funded from the Funding.

***Loss, damage, or destruction of Assets***

- 16.9 If any of the Assets are lost, damaged or destroyed, the Provider must promptly reinstate the Assets, including from the proceeds of the insurance, and this clause 16 continues to apply to the reinstated Assets. The proportion of any surplus from the proceeds of the insurance, which reflects the proportion of the cost of the Asset that was funded by the Funding, must be notified to DEEWR, accounted for and used as Programme Generated Income.

***Dealing with Assets***

- 16.10 On completion of the Programme Period or earlier termination of the Term of this Deed, the Provider must deal with an Asset as DEEWR may, at its absolute discretion, direct in writing, including transfer of that Asset to a third party.
- 16.11 Subject to clause 16.10 if, on completion of the Programme Period, or the earlier termination of this Deed, an Asset has not been fully Depreciated, the Provider must, as DEEWR may direct in writing:
- cxxv. pay to DEEWR within 20 Business Days after completion of the Programme or earlier termination of this Deed, an amount equal to the proportion of the Undepreciated value of the Asset that is equivalent to the proportion of the cost of the Asset that was funded from the Funding;
  - cxxvi. sell the Asset for the best price reasonably obtainable and pay to DEEWR within 20 Business Days of the sale, the proportion of the proceeds of the sale that is equivalent to the proportion of the cost of the Asset (less an amount equal to the reasonable Disposal costs incurred by the Provider) that was funded from the Funding; or
  - cxxvii. continue to use the Asset for the purposes, and in accordance with any conditions, notified by DEEWR.

***Failure to make payment***

- 16.12 If the Provider fails to make payment as required by clause 16.11:
- (a) the Provider must pay DEEWR Interest on the relevant amount from the date it was due, for the period it remains unpaid; and
  - (b) the relevant amount, and Interest owed under this clause, will, without prejudice to any other rights available to DEEWR under this Deed, under statute, at law or in equity, be recoverable by DEEWR as a debt due to DEEWR by the Provider without further proof of the debt by DEEWR being necessary.

***DEEWR's approvals***

- 16.13 DEEWR's approvals under clause 16.2 and cxv will not be unreasonably withheld. A

decision as to whether an approval will be provided will be made by DEEWR within a reasonable time of the request.

## **17. REPORTING**

---

### ***Progress Reports***

- 17.1 The Provider must provide to DEEWR periodic Progress Reports of its progress in undertaking the Programme as specified in the Specific Conditions and set out in this clause 17.

### ***Other Reports***

- 17.2 The Provider must also provide any other Reports that may be required by DEEWR in the Specific Conditions.

### ***Form and content of Reports***

- 17.3 The Provider must provide its Reports in accordance with the following requirements:
- cxxviii. all Reports must be in the English language;
  - cxxix. all Reports must be in a form acceptable to DEEWR; and
  - cxxx. if, in DEEWR's opinion, either the form or the content of a Report is not adequate for DEEWR's purposes, the Provider must submit a revised Report to DEEWR's satisfaction within 20 Business Days of notice to the Provider from DEEWR.

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

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

Note: Under section 137.1 of *the Criminal Code Act 1995* (Cth), giving false or misleading information is a serious offence.

### ***Acquittals – Service Programmes***

- 17.5 For Service Programmes, the Provider must provide to DEEWR acquittals of the Funds provided under this Deed, at the times and in the manner specified in the Specific Conditions.

### ***Acquittal Reports – Funding Programmes***

#### ***Progress Reports***

- 17.6 Clauses 17.7 to 17.13 do not apply to Service Programmes.
- 17.7 Subject to any contrary stipulations in the Specific Conditions for a Programme, the Provider must provide Reports on the Funding and acquittals as set out in clauses 17.8 to 17.13 below.
- 17.8 The Provider's Progress Reports for a Programme must include (but are not limited to) the following information about the Funding for a Programme:
- cxxxix. financial information (together with supporting documentation), prepared by a Qualified Accountant acceptable to DEEWR, and in accordance with the Australian Equivalent of the International Financial Reporting Standards (where relevant), including:
    - (i) an income and expenditure statement for the Financial Year to date (compared with the Budget, if any, for a Programme), including all Programme Generated Income;
    - (ii) a register of the Assets created, acquired, written-off or Disposed of during the Financial Year to date (compared with the Budget, if any, for a Programme); and
    - (iii) a list, and amounts, of debtors and creditors (if the financial statements are prepared on a cash basis) or the amount of accruals and pre-payments (if the financial statements are prepared on an accrual basis);
  - cxxxii. a statement of the balance of the Provider's account referred to in clause lxxxviii;
  - cxxxiii. a statement of how much the Provider needs to meet current liabilities under legal commitments entered into by the Provider pursuant to this Deed;
  - cxxxiv. a statement on the amount and use of the Programme Generated Income;
  - cxxxv. copies of decisions and orders of any court or tribunal made against the Provider or involving the Provider; and
  - cxxxvi. any other requirements set out in the Specific Conditions.

#### ***Acquittal Reports***

- 17.9 Within 60 Business Days after:
- cxxxvii. the completion of each Financial Year in which a payment of Funding is made or used by the Provider or Other Contributions or Provider's Contributions are received (except the Financial Year in which

- paragraph (b) below applies); and
- cxxxviii. the expiry of the Programme Period, completion of the Programme or termination of this Deed, whichever is the earlier,
- the Provider must provide to DEEWR in writing:
- cxxxix. audited financial statements prepared in accordance with the Australian Auditing Standards, which must include a definitive statement as to whether the financial information provided by the Provider for the Programme represents the relevant financial transactions fairly and is based on proper accounts and Records;
- cxl. a statement of financial position (assets and liabilities by class), which must include, under assets, the balance of the Provider's account referred to in clause lxxxviii;
- cxli. a statement of how much the Provider requires to meet current liabilities under legal commitments entered into by the Provider pursuant to this Deed;
- cxlii. 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 or complete the Programme with available Funds;
  - (iii) specific comment on the Provider's ability to meet its taxation liabilities and any costs associated with any court or tribunal orders made against the Provider or involving the Provider;
  - (iv) specific comment on the Provider's compliance with its obligations to pay superannuation entitlements;
  - (v) 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
  - (vi) an itemised list of fees paid to any Directors or other officers, employees, agents, or contractors of the Provider, stating how much was paid, to whom, when and what travel costs were involved; and
- cxliii. any other requirements set out in the Specific Conditions or any other information required by DEEWR.
- 17.10 Information required to be provided under clauses 17.8 and 17.9 must be accompanied by a certificate, provided in accordance with clause 17.13, stating that:
- cxliv. all Funding, Other Contributions and the Provider's contributions received were spent for the purpose of the Programme and in accordance with this Deed, and that the Provider has complied with this Deed;
- cxlv. salaries and allowances paid to persons involved in the Programme are in accordance with any applicable award or agreement in force under any relevant law on industrial or workplace relations;

- cxlvi. unless the Programme Period has expired or the Deed has been terminated, the unspent portion of the Funds (if any) is available for use within the next Reporting period;
- cxlvii. the financial information is presented in accordance with any other financial Reporting requirements DEEWR may notify to the Provider;
- cxlviii. where an Asset has been created or acquired with the Funds, clauses cxviii and cxxi have been complied with in respect to the Asset; and
- cxlix. at the time the Report or financial statement is provided to DEEWR, the Provider is able to pay all of its debts as and when they fall due and the Provider has sufficient resources to discharge all of its debts at the end of the current Financial Year.

*Audit and certification*

- 17.11 The audited statement referred to in paragraph cxxxix and the certificate referred to in clause 17.10 must also contain the requirements, if any, described in the Specific Conditions.

*Use of Approved Auditor and Qualified Accountant*

- 17.12 The audited statement referred to in clause cxxxix must be prepared by an Approved Auditor and must comply with the Australian Auditing Standards, and the statements referred to in paragraphs cxxxix, cxl and cxli, must be prepared by a Qualified Accountant acceptable to DEEWR.

*Who provides certification*

- 17.13 The certificate referred to in clause 17.10 must be provided:
  - cl. if the Provider is an incorporated body, by 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 is to be provided to DEEWR before certification;
  - cli. if the Provider is a consortium, by the member of the consortium who has the authority to act on behalf of all members of the consortium;
  - clii. if the Provider is a partnership, by:
    - (i) a majority of the partners; or
    - (ii) by 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 is to be provided to DEEWR before certification;
  - cliii. if the Provider is a joint venture, by the Chief Executive Officer or Chief Financial Officer of each joint venturer certifying the one statement; or
  - cliv. if the Provider is an individual, by that individual.
  - clv.



## **18. INFORMATION TECHNOLOGY**

---

- 18.1 If required by DEEWR, the Provider must conduct the Programme 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 Provider's staff and subcontractors will not access or use particular DEEWR IT Systems until they have successfully completed the relevant training.
- 18.2 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.
- 18.3 The Provider must provide information technology systems that are adequate and appropriate to access and use DEEWR IT Systems and to carry out the Provider's other obligations under this Deed.
- 18.4 The Provider's information systems and personal computers that access and use DEEWR IT Systems must be secure and have security controls in the operating system that:
- clvi. protect the data on DEEWR IT Systems from any unauthorised use by the Provider's staff and subcontractors; and
  - clvii. protect the Provider's data on DEEWR IT Systems from any unauthorised use by the Provider's staff and subcontractors.
- 18.5 The Provider must take all reasonable steps to:
- clviii. keep its staff and subcontractor identity records current;
  - clix. protect the information and data held by the Provider and the data on DEEWR IT Systems in connection with this Deed;
  - clx. ensure that security measures such as firewall security and virus protection software are installed and maintained to safeguard the Provider's equipment and data integrity;
  - clxi. prevent the sharing of user identification and passwords among the Provider's staff and subcontractors by putting into place appropriate policies and procedures;
  - clxii. terminate staff and subcontractor access to DEEWR IT Systems immediately on staff separation or termination or expiration of the subcontracting arrangement; and
  - clxiii. prevent unauthorised access by the Provider's staff and subcontractors to DEEWR IT Systems.
- 18.6 The Provider must:
- clxiv. 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;
  - clxv. ensure that each of the Provider's staff and subcontractors who have access to DEEWR IT Systems sign appropriate security undertakings in relation to those systems;
  - clxvi. ensure the Provider's staff and subcontractors are issued with and use

- their own personal user identification and password to access the DEEWR IT Systems;
- clxvii. nominate security contacts to use the online identity and access management tool to manage system access for the Provider's staff and subcontractors ('Security Contacts');
  - clxviii. 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;
  - clxix. ensure where Security Contacts use the online identity and access management tool to do the tasks in paragraphs (i) - (iii) above, that the Security Contacts provide authorisation in the form of their user identification and a DEEWR provided smart token device; and
  - clxx. comply with the "DEEWR System Security Policy for External Users" as notified to the Provider from time to time.
- 18.7 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.
- 18.8 The Provider is responsible for all costs of meeting its obligations under this clause 1, including:
- clxxi. the purchase and installation of any hardware, software or other equipment;
  - clxxii. telecommunications and internet service provider charges (including cost of calls to the DEEWR help desk);
  - clxxiii. the costs associated with any alternative network solution proposed by the Provider; and
  - clxxiv. costs of completing training programmes and packages provided by DEEWR.
- 18.9 DEEWR reserves the right to introduce other forms of authentication technology during the Term of this Deed. If DEEWR introduces other forms of authentication technology during the Term of this Deed, DEEWR will provide the Provider with 180 calendar days notice.

## **19. DELAY**

---

### ***Obligation to minimise***

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

### ***Notification of delay***

- 19.2 If the Provider becomes aware that the Provider will be delayed in meeting its obligations under this Deed, 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***

- 19.3 If the Provider does not notify DEEWR of any such delay in accordance with clause 19.2 or on receipt of a notice of delay, DEEWR may, at its absolute discretion:
- clxxv. notify the Provider of a period of extension to meet its obligations under this Deed, and vary this Deed accordingly, if required;
  - clxxvi. take action under clause 40 [Remedies];
  - clxxvii. terminate this Deed under clause 42 [Termination for Default];
  - clxxviii. take such other steps as are available under this Deed, under statute, at law or in equity.

### ***Compliance with timeframe***

- 19.4 Unless DEEWR takes action under clause 19.3, the Provider must comply with the time frame for meeting its obligations as set out in this Deed.

## **20. LIAISON AND COMPLIANCE**

---

### ***Liaison and Compliance***

- 20.1 The Provider must:
- clxxix. liaise with and provide information to DEEWR as reasonably requested by DEEWR;
  - clxxx. comply with all DEEWR's reasonable requests, directions, or monitoring requirements; and
  - clxxxii. 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 Programme and communication between it and DEEWR.
- 20.2 DEEWR and the Provider may respectively nominate, from time to time, an Account Manager and a Contact Person.
- 20.3 The day to day management of, and communication under, this Deed:
- clxxxii. will be handled by the Account Manager and the Contact Person or their

- delegates; and
- clxxxiii. can be undertaken by the Account Manager and the Contact Person or their delegates by means of electronic mail.
- 20.4 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.

clxxxiv.

## **21. EVALUATION ACTIVITIES**

---

### *Cooperation in evaluation activities*

- 21.1 The Provider agrees:
- clxxxv. that evaluation activities may be undertaken by DEEWR for the purposes of evaluating a Programme (as conducted by the Provider, or as conducted by all providers);
- clxxxvi. 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 Provider's conduct of the Programme;
  - (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 the Provider's premises and records in accordance with clause 31 [Access to Premises and Records];
- clxxxvii. 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 Programme (as conducted by the Provider, or as conducted by all providers); and
- clxxxviii. to fully cooperate and participate in any other general research, monitoring or evaluation activities undertaken by DEEWR, or on behalf of DEEWR

clxxxix.

## **22. PERFORMANCE MANAGEMENT**

---

- 22.1 DEEWR will monitor, measure and evaluate the Provider's performance against the requirements of this Deed, including the KPI's, the Code of Practice, any Performance Benchmarks, the Service Guarantee(s) or any other performance methodology introduced by DEEWR for each Programme, on the basis of performance data collected from various sources, including:
- cxc. client satisfaction surveys of Participants;
  - cxci. surveys of the Provider and other recipients; and
  - cxcii. post-programme monitoring surveys.

22.2 The Provider must maximise the performance of each Programme against the following KPI's:



<b>KPI</b>	<b>Description</b>	<b>Measure</b>
<b>KPI 1 Efficiency</b>	<p>Demonstration of efficient use of Projected Places / business (i.e. commencements achieved against contracted or Projected Places).</p> <p>Commencement of Participants in a Programme in a timely manner.</p>	<p>The total number of commenced Participants in the Performance Period and over the Term of this Deed.</p> <p>Length of time between referral and commencement of Participants in a Programme.</p>
<b>KPI 2 Effectiveness</b>	<p>Extent to which the Providers achieves Programme Objectives for Participants, including the number of Participants achieving an employment outcome.</p>	<p>The proportion of Participants who commence with the Provider that are placed and retained in employment or achieve an outcome – as defined by each Programme (in the Specific Conditions for each Programme) which the Provider must conduct under this Deed.</p>
<b>KPI 3 Quality</b>	<p>Extent to which Providers comply with the requirements set out in this Deed, the Code of Practice and the Service Guarantee and participate in local Shared Responsibility Agreements (where the SRA has an employment or employment related focus) or other Australian Government initiatives.</p> <p>Adequate Remote ESA Coverage, ensuring Participants have access to Programmes.</p>	<p>DEEWR satisfaction with the conduct of the Programme, including but not limited to:</p> <ul style="list-style-type: none"> <li>▪ evidence of the conduct of quality Programmes through findings of site visits, quality audit projects or other qualitative information</li> <li>▪ the number / type of serious Complaints, series of Complaints, and active management of Complaints, including assisting DEEWR in negotiating Complaint resolution and</li> <li>▪ participation in other Australian Government initiatives.</li> </ul> <p>Satisfaction by DEEWR that the Programmes are being conducted</p>



		in a Remote ESA.
--	--	------------------

- 22.3 DEEWR will continuously monitor the Provider's performance against each KPI.
- 22.4 DEEWR may set Performance Benchmarks against some or all of the KPI measures set out in this clause 22 or in the Specific Conditions for the Provider. DEEWR will notify the Provider of these Performance Benchmarks and any changes to them.
- 22.5 The Provider must meet any Performance Benchmarks set by DEEWR under this clause 22 or in the Specific Conditions.
- 22.6 The Provider must, in relation to DEEWR's monitoring, measuring and evaluating the Provider's performance:
- cxcii. provide all reasonable assistance required by DEEWR;
  - cxci. respond to all DEEWR's reasonable requests; and
  - cxcv. provide any information DEEWR reasonably requires.
- 22.7 DEEWR will formally assess the Provider's performance in accordance with this clause 22 at Performance Reviews which will occur after each Performance Period has elapsed or as set out in the Specific Conditions.
- 22.8 Where, following a Performance Review, DEEWR considers that the performance of the Provider warrants it, DEEWR may, with the agreement of the Provider:
- cxcvi. increase, permanently or temporarily, and for all or any part or parts of the remaining Performance Period:
    - (i) the Projected Places;
    - (ii) a Remote Services Fee or Top-Up Remote Services Fees;
    - (iii) the Provider's share of available Projected Places; and
    - (iv) the Provider's business levels; and
  - cxcvii. take any other relevant action set out in the Specific Conditions.
- 22.9 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 22.10; or
  - (b) where the unsatisfactory performance is related to the provision of a particular Programme, take any action permitted in accordance with the Specific Conditions relating to that Programme.
- 22.10 If, following a notification given under clause **Error! Reference source not found.**, 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:
- cxcviii. take action under clause 40 [Remedies]; or

- cxix. immediately terminate this Deed without the need to provide notice to the Provider and clauses 42.2 and 42.3 apply, as if the Deed was terminated under clause 42 [Termination for Default].
- 22.11 The rights given to DEEWR under this clause 22 are in addition to, and do not take away from, any rights that DEEWR may otherwise have under this Deed, at law, under statute or in equity.

## **23. INTELLECTUAL PROPERTY**

---

### ***Ownership***

- 23.1 Subject to this clause 23, 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 Programme Material vests immediately upon its creation in DEEWR.
- 23.2 DEEWR grants the Provider a licence to use, copy and reproduce the Programme Material but only for the purposes of this Deed and in accordance with any conditions or restrictions specified in the Specific Conditions or as notified by DEEWR to the Provider.
- 23.3 The licence in clause 23.2 is revocable on 10 Business Days' notice by DEEWR and expires:
- cc. at the completion of the Programme Period for the Programme to which the Programme Material relates; or
  - cci. on termination of the Part of the Deed to which the Programme Material relates,
- whichever is the earlier.

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

- 23.4 This clause 23 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***

- 23.5 The Provider warrants that:
- ccii. it is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Existing Material and the Programme Material in accordance with this clause 23; and
  - cciii. it has obtained valid written consents from all authors (including approved subcontractors) involved in creating the Programme Material and Existing Material so that DEEWR's use of that Material in accordance with this clause 23 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).
- 23.6 The Provider must:
- cciv. if requested by DEEWR to do so, bring into existence, sign, execute or



otherwise deal with any document which may be necessary or desirable to give effect to this clause 23;

- ccv. not deal with the Intellectual Property Rights in the Programme Material during the Term of this Deed, except as expressly provided for in this Deed; and
  - ccvi. deliver all Programme Material to DEEWR at the Completion Date, unless otherwise specified in the Specific Conditions, clause 29 [Retention of Participant's Records], or as otherwise notified by DEEWR.
- 23.7 For the purposes of this clause 23, "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.
- 23.8 This clause 23 does not apply to any Commonwealth Material incorporated in the Programme Material.

## **24. COMMONWEALTH MATERIAL**

---

### ***Ownership***

- 24.1 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 Material only for the purposes of this Deed and in accordance with any conditions or restrictions specified in the Specific Conditions or as notified by DEEWR to the Provider.
- 24.2 The licence in clause 24.1 is revocable on 10 Business Days' notice by DEEWR, and expires:
- ccvii. at the completion of the Programme Period for the Programme to which the Commonwealth Material relates; or
  - ccviii. on termination of the Part of the Deed to which the Commonwealth Material relates,
- whichever is the earlier.

### ***Maintain Commonwealth Material***

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

### ***Possession of Commonwealth Material***

- 24.4 Upon the expiration of the Programme Period or earlier termination of the Term of this Deed, the Provider may retain all Commonwealth Material remaining in its possession, unless specified under clause 29 [Retention of Participant Records] or as otherwise notified by DEEWR.

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

---

- 25.1 The Provider agrees that DEEWR may publish information it holds concerning the Provider's performance for the purpose of the Programmes under this Deed.
- 25.2 DEEWR is not liable for loss, cost or any damage a Provider suffers or thinks it may suffer, as a result of DEEWR deciding not to publish information relating to its performance.

## **26. CONFIDENTIAL INFORMATION**

---

- 26.1 Subject to clause 26.6 and to clause 29 [Retention of Participant Records]:
- ccix. the Provider must not, without DEEWR's prior written approval, disclose any of DEEWR's Confidential Information to a third party; and
  - ccx. DEEWR must not, without the prior written approval of the Provider, disclose Provider's Confidential Information to any third party.
- 26.2 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.
- 26.3 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 Deed to give written undertakings, in a form required by DEEWR, relating to the non-disclosure of DEEWR's Confidential Information.
- 26.4 If the Provider receives a request under clause 26.3, the Provider must promptly arrange for all undertakings to be given.
- 26.5 The financial statements specified in clauses cv, 17.8(iii) and cxxxix of this Deed are deemed to be Provider Confidential Information for the purposes of this Deed.
- 26.6 The obligations on the Parties under this clause 26 will not be breached if information:
- ccxi. is disclosed by DEEWR to the responsible Minister;
  - ccxii. is disclosed by DEEWR, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
  - ccxiii. is authorised or required by law to be disclosed; or
  - ccxiv. is in the public domain otherwise than due to a breach of this clause 26.
- 26.7 Nothing in this clause 26 limits the obligations of the Provider under clause 27 [Personal Information] or clause 31 [Access to Premises and Records].

## **27. PERSONAL INFORMATION**

---

### ***Application of this clause***

- 27.1 This clause 27 applies only where the Provider deals with Personal Information when, and for the purpose of, conducting a Programme under this Deed.

### ***Privacy definitions***

- 27.2 In this clause 27, 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***

- 27.3 The Provider agrees to be treated as a contracted service provider and agrees in respect to the conduct of the Programmes under this Deed:
- ccxv. to use or disclose Personal Information obtained in the course of conducting the Programme under this Deed, only for the purposes of this Deed;
  - ccxvi. 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;
  - ccxvii. to carry out and discharge the obligations contained in the IPPs as if it were an agency;
  - ccxviii. 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;
  - ccxix. 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 Programme;
  - ccxx. 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 Deed; or
    - (ii) in the case of an NPP or an APC—where the act or practice is explicitly required under this Deed;
  - ccxxi. not to do any act or engage in any practice which would be a breach of a NPP or APC, if applicable;
  - ccxxii. to comply with any request under section 95C of the Privacy Act (relating to disclosure of any provisions of this Deed (if any) that are inconsistent with an NPP or an APC binding on a Party);
  - ccxxiii. 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 27, whether by it or any subcontractor;
  - ccxxiv. 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 27;
  - ccxxv. 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;
  - ccxxvi. if requested by DEEWR, at the end of this Deed, 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;
- ccxxvii. to its name being published in reports by the Privacy Commissioner;
- ccxxviii. if the Provider suspends or terminates an employee:
  - (iii) to remove any access that employee has to any Personal Information; and
  - (iv) to require that the employee return to the Provider or DEEWR any Personal Information held in the employee's possession; and
- ccxxix. to ensure that any of its employees, agents, officers, or volunteers who are required to deal with Personal Information for the purposes of this Deed are made aware of their obligations set out in this clause 27, and where required by DEEWR, undertake in writing to observe the IPPs and NPPs (or APC where applicable).

### ***Subcontractor obligations***

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

### ***Notification to DEEWR***

- 27.5 The Provider must immediately notify DEEWR if it becomes aware:
  - ccxxx. of a breach of its obligations under this clause 27;
  - ccxxxi. that a disclosure of Personal Information may be required by law; or
  - ccxxxii. of an approach to it by the Privacy Commissioner or by a person claiming that their privacy has been interfered with.

*Note: Provider's should note that the Commonwealth Privacy Commissioner will have jurisdiction to investigate a complaint in connection with the Programmes provided under this Deed even after the Deed has expired or been terminated.*

## **28. RECORDS**

---

### ***Keeping Records***

- 28.1 The Provider must create and maintain full and accurate accounts and Records of the conduct of the Programmes including, without limitation, the Provider's:
  - ccxxxiii. progress under this Deed;
  - ccxxxiv. receipt and use of the Funding;
  - ccxxxv. progress against other matters listed in the Specific Conditions; and
  - ccxxxvi. for Funding Programmes:
    - (i) Other Contributions (if any);
    - (ii) the Provider Contributions (if any); and
    - (iii) the creation, acquisition and Disposal of Assets.

- 28.2 When requested by DEEWR, the Provider must provide the Records set out in clause 28.1 and any other information in relation to the Programmes to DEEWR.

### ***Retention of Records***

- 28.3 Subject to the Provider's obligations under clause 27 [Personal Information], Records and accounts created and maintained under clause 28.1 must be retained by the Provider for a period of no less than 7 years after the end of the Programme Period, unless otherwise specified in the Specific Conditions, the relevant Records Management Instructions or as otherwise notified by DEEWR.

## **29. RETENTION OF PARTICIPANT RECORDS**

---

### ***Compliance with the Records Management Instructions***

- 29.1 The Provider must, in relation to Participant Records for any Programme:
- ccxxxvii. create and keep Participant Records in accordance with the Records Management Instructions and any applicable Guidelines;
  - ccxxxviii. keep Participant 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 Records;
  - ccxxxix. maintain an up to date list of all Participant Records held by the Provider and make this list available to DEEWR on request; and
  - ccxli. ensure that copying of, use of, and access to, Participant Records, is restricted to staff directly assisting the Provider with the provision of Programmes to a Participant.
- 29.2 The Provider must not:
- ccxli. destroy or otherwise dispose of Participant Records, except in accordance with the requirements of the Privacy Act, the *Archives Act 1983* (Cth) and the relevant Records Management Instructions, if any;
  - ccxlii. avoidably damage Participant Records; or
  - ccxlili. transfer, or be a party to an arrangement for the transfer of custody of Participant Records to any person, entity or organisation other than to DEEWR, without the written approval of DEEWR.
- 29.3 Unless DEEWR notifies the Provider otherwise, the Provider must retain all Participant Records in accordance with the Records Management Instructions and any applicable Guidelines.
- 29.4 Where the Provider considers that the Participant Records relating to a Participant are such that they may be used in a potential action against the Commonwealth and/or the Provider or as evidence, on DEEWR's direction the Provider must:
- ccxliv. retain those Participant Records; and
  - ccxlv. transfer those Participant Records to DEEWR in accordance with any transfer instructions issued by DEEWR.

### ***Verification to DEEWR***

- 29.5 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 clause 27 [Personal Information]:
- ccxlv. the name and address of a Participant;
  - ccxlvii. the period in which Programmes were provided to a Participant;
  - ccxlviii. the nature of those Programmes;
  - ccxlix. the outcome of those Programmes;
- (a) statistical information relating to a Participant that is to be aggregated with statistical information relating to other Participants; and
  - (b) documents to support any Tax Invoices the Provider submits to DEEWR.

### ***Destroying Participant's Records***

- 29.6 Where DEEWR and the Provider agree that Participant Records will not be returned but may be destroyed, the Provider must:
- ccl. 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
  - ccli. provide to DEEWR, on its request, with a list, in accordance with instructions issued by DEEWR from time to time, of Participant Records that have been destroyed.
  - cclii.

## **30. ACCESS BY PARTICIPANTS AND EMPLOYERS TO RECORDS HELD BY PROVIDER**

---

- 30.1 Subject to this clause 30, 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.
- 30.2 The Provider must:
- ccliii. ensure that the Participant or Employer requesting the information provides appropriate proof of identity before access is given to the requested documents; and
  - ccliv. 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.
- 30.3 Requests for access to documents that may be refused in accordance with subclause 30.1, including but not limited to access to 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.
- 30.4 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.

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

---

### ***General access rights***

- 31.1 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 appropriate identification:
- cclv. reasonable access to:
    - (i) its premises, and Sites;
    - (ii) its information technology systems;
    - (iii) Material and Personal Information;
    - (iv) its employees, officers, volunteers, subcontractors and agents;
    - (v) records relevant to determining the Provider's financial viability; and
    - (vi) for Funding Programmes, its Assets; and
  - cclvi. reasonable assistance to:
    - (vii) inspect its Sites and premises;
    - (viii) inspect the performance of a Programme;
    - (ix) locate, inspect and copy data on its information technology systems and to remove that copied data;
    - (x) inspect its Assets (for Funding Programmes); and
    - (xi) locate, inspect and copy Material and Personal Information listed at paragraph (a)(iii) above and to remove those copies, relevant to the Programme.

### ***Limitation on access rights***

- 31.2 The rights referred to in clause 31.1 are subject to:
- cclvii. the provision of reasonable prior notice to the Provider; and
  - cclviii. the Provider's reasonable security procedures.
- 31.3 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 31.2 does not apply.

### ***Rights in subcontracts***

- 31.4 The Provider must ensure that any subcontract entered into for the purposes of this Deed contains an equivalent clause allowing those permitted to have access as specified in this clause 31.

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

- 31.5 The requirement for access specified in this clause 31 does not in any way reduce the Provider's responsibility to perform its obligations under this Deed.

*Note: Providers should also note:*

- i. that 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*
- ii. 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.*

## **32. INDEMNITY**

---

### ***General indemnity***

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

- cclix. cost or liability incurred by DEEWR;
- cclx. loss of or damage to DEEWR's property; or
- cclxi. 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 Deed, 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 Deed;
- (iii) any publication of the information referred to in clause 25 [Release of Information on Provider's Performance], where the published information was provided by the Provider to DEEWR;
- (iv) for Funding Programmes, the use or disposal of Assets;
- (v) any breach of clause 27 [Personal Information]; or
- (vi) the use by DEEWR of the Programme Material or Existing Material, including any claims by third parties about the ownership or right to use Intellectual Property Rights or Moral Rights in



## Programme Material or Existing Material.

### ***Reduction of scope***

- 32.2 The Provider's liability to indemnify DEEWR under this clause 32 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***

- 32.3 DEEWR's right to be indemnified under this clause 32 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***

- 32.4 In this clause 32, "fault" means any negligent or unlawful act or omission or wilful misconduct, including fraud.

## **33. INSURANCE**

---

### ***Obligation to insure***

- 33.1 The Provider must, for the periods specified in the Specific Conditions, have insurance as specified in the Specific Conditions.
- 33.2 All insurance required under this clause 33, clause 16.7(d) [Assets] 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.
- 33.3 For the avoidance of doubt, the obligations in clauses **Error! Reference source not found.** to 33.9 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***

- 33.4 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:
- cclxii. 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);
  - cclxiii. 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);
  - cclxiv. 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
- cclxv. 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.
- 33.5 In relation to the insurances specified in the Specific Conditions, the Provider must:
- cclxvi. 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;
- cclxvii. punctually pay all premiums due;
- cclxviii. comply with and abide by all the terms and conditions of the policies;
- cclxix. not do anything that would entitle the insurers to void, cancel or reduce their liability in respect of any claim;
- cclxx. not cancel, materially vary or allow any of the insurances to expire without DEEWR's prior written consent, such consent is not to be unreasonably withheld;
- cclxxi. reinstate a policy if it lapses; and
- cclxxii. do everything reasonably required to claim and to collect or recover monies due under any policy.
- 33.6 The Provider must notify DEEWR immediately when the Provider:
- cclxxiii. 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
- cclxxiv. 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.
- 33.7 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 Deed 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).
- 33.8 In the case of Funding Programmes, all insurance proceeds received by the Provider in relation to loss of or damage to any Asset must be used to replace or reinstate the lost or damaged Asset unless otherwise agreed in writing by DEEWR.

### ***Evidence of insurance***

- 33.9 The Provider must, if requested by DEEWR:
- cclxxv. 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;
- cclxxvi. 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
- cclxxvii. 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***

- 33.10 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 33.
- 33.11 For the avoidance of doubt the provisions of this clause 33 are not to be read so as to reduce a Party's liability under any other provision of this Deed and compliance by the Provider with the provisions of this clause 33 does not limit the Provider's liability under any other provision of this Deed.

### **34. SUBCONTRACTING**

---

#### ***Approval of subcontracting***

- 34.1 The Provider must not, without DEEWR's prior written approval, subcontract the performance of any obligations under this Deed. In giving approval, DEEWR may impose such terms and conditions as DEEWR thinks fit.
- 34.2 Any subcontractor who the Provider proposes to replace an approved subcontractor with must also be approved by DEEWR under this clause 34.
- 34.3 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.
- 34.4 Without limiting clause 34, the appointment of an agent by the Provider will be deemed to be a subcontract for which approval is required.
- 34.5 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 the Provider to use that template. If DEEWR does not develop a template subcontract for use in a particular class of subcontracts under this clause 34.5, the Provider must ensure that any subcontract it enters into with a subcontractor is evidenced in writing.

#### ***Responsibility for obligations***

- 34.6 The Provider is fully responsible for the performance of the Provider's obligations under this Deed, even though the Provider may have subcontracted any of them.
- 34.7 The Provider must ensure that any subcontractor is aware of all terms and conditions of this Deed relevant to the subcontractor's part in the conduct of the Programme.
- 34.8 The Provider must pay its subcontractors in accordance with the terms of the relevant subcontract.

#### ***Suitability of subcontractor***

- 34.9 Despite any approval given by DEEWR under this clause 34, the Provider is responsible for ensuring the suitability of a subcontractor for the work proposed to be carried out and for ensuring that such work meets the requirements of this Deed.

### ***Revocation of approval***

- 34.10 DEEWR may revoke its approval of a subcontractor on any reasonable ground by giving notice to the Provider.
- 34.11 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***

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

### ***Terms of subcontracts***

- 34.13 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 41 [Termination with Costs] or 42 [Termination for Default] and DEEWR's right of revocation of approval under clause 34.10, and the Provider must, where appropriate, make use of that right in the event of a termination or revocation by DEEWR.
- 34.14 The Provider must, in any subcontract with a subcontractor, bind the subcontractor to all relevant terms and conditions of this Deed including, but not limited to clauses:
- cclxxviii. 26 [Confidential Information];
- cclxxix. 27 [Personal Information];
- cclxxx. 29 [Retention of Participant Records];
- cclxxxi. 31 [Access to Premises and Records];
- cclxxxii. 33 [Insurance];
- cclxxxiii. 48 [Negation of Employment, Partnership and Agency]; and
- cclxxxiv. 0 [Compliance with Laws and Government Policies].

### ***Equal Opportunity***

- 34.15 The Provider must not enter into a subcontract under this Deed 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).
- 34.16 If the Provider does not comply with this clause 34, DEEWR may:
- cclxxxv. take action under clause 40 [Remedies]; or
- cclxxxvi. immediately terminate this Deed without the need to provide notice to the Provider and clauses 42.2 and 42.3 apply, as if the Deed was terminated under clause 42 [Termination for Default].
- 34.17 Notwithstanding anything in this clause 34, or any of the clauses listed in clauses 34.13 and

34.14, DEEWR may by written notice approve the Provider entering into a subcontract or class of subcontracts on the basis that some or all of the requirements of this clause do not apply to that subcontract or class of subcontract. In giving approval, DEEWR may impose such terms and conditions as DEEWR thinks fit, and DEEWR's approval may be revoked by further written notice.

## 35. CORPORATE GOVERNANCE

---

### *Constitution*

- 35.1 The Provider must provide a copy of its Constitution to DEEWR upon DEEWR's request.
- 35.2 The Provider must inform DEEWR whenever there is a change in its Constitution, structure, management or operations which could reasonably be expected to affect the Provider's eligibility for the Funding or have an adverse effect on the Provider's ability to comply with its obligations under this Deed.
- 35.3 The Provider must not employ, engage or elect any person who would have a role in the Provider's management, financial administration or, if notified by DEEWR, the conduct of a Programme if:
- cclxxxvii. the person is an undischarged bankrupt;
  - cclxxxviii. there is in operation a composition, deed of arrangement or deed of assignment with the person's creditors under the law relating to bankruptcy;
  - cclxxxix. the person has suffered final judgment for a debt and the judgment has not been satisfied;
  - ccxc. 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;
  - ccxcii. 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
  - ccxciii. the person is otherwise prohibited from being a member or Director or employee or responsible officer of the Provider's organisation under the relevant local government legislation.
- 35.4 Where a person falls or is discovered as falling within any of clauses cclxxxvii to ccxciii while employed or engaged by the Provider, or is elected as an officer of the Provider, the Provider will be in breach of clause **Error! Reference source not found.** if the Provider does not:
- ccxciii. transfer the person to a position which does not have a role in the Provider's management, financial administration or performance of a



Programme; or

- ccxciv. terminate the employment or engagement of the person or remove the person from office,

as the case may be, and immediately notify DEEWR of the Provider's action.

35.5 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 35.

35.6 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.

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

ccxcv. 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

ccxcvi. 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***

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

ccxcvii. the Provider;

ccxcviii. if the Provider is a Consortium, the Consortium or any member of the Consortium; or

ccxcix. any Material Subcontractor.

35.9 DEEWR may grant, or refuse to grant, DEEWR's consent under clause 35.8 at DEEWR's absolute discretion, and if DEEWR grants DEEWR's consent, DEEWR may attach such conditions as DEEWR sees fit.

35.10 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:

ccc. shareholdings;

ccci. issued shares;

cccii. board of Directors;

ccciii. board of management;

- ccciv. executive;
  - cccv. voting rights;
  - cccvi. partnership composition, if relevant; or
  - cccvii. Consortium membership, if relevant,  
of the Provider or any Material Subcontractor, including the dates of all changes to those matters.
- 35.11 DEEWR may take action under clause 40 [Remedies] or may immediately terminate this Deed without the need to provide notice to the Provider and clauses 42.2 and 42.3 apply, as if the Deed was terminated under clause 42 [Termination for Default], if the Provider does not:
- cccviii. obtain DEEWR's consent as required by clause 35.8; or
  - cccix. provide DEEWR with the information as required by clauses cccliii or cccliv.

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

- 35.12 If the Provider is a Consortium or partnership:
- cccx. the Provider must not make any changes to the membership of the Consortium or partnership without DEEWR's prior written consent; and
  - cccxi. DEEWR may, in its absolute discretion, grant or refuse to grant consent, and may attach conditions on the consent as DEEWR sees fit.
- 35.13 If the Provider breaches clause 35.12, DEEWR may take action under clause 40 [Remedies] or may immediately terminate this Deed under clause 42 [Termination for Default] by providing notice to the Provider.

**36. DEALING WITH COMPLAINTS**

---

***The Complaints process***

- 36.1 The Provider must establish and publicise to potential Participants, 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 Programme.
- 36.2 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 DEEWR's Customer Service Line for further investigation of the Complaint and the Provider must assist DEEWR in the investigation of the Complaint.
- 36.3 The Provider's Complaints process must:
- cccxii. be consistent with this Deed, any Guidelines and any Service Guarantee; and
  - cccxiii. clearly indicate that potential Participants, Participants and Employers may also make a Complaint directly to DEEWR using DEEWR's Customer Service Line.
- 36.4 Upon request, the Provider must give to DEEWR details of the process the Provider has established to manage Complaints.

### ***Dealing with Complaints***

- 36.5 The Provider must:
- cccxiv. explain the Complaints process to potential Participants upon first referral to the Provider, and to Participants at any time upon request;
  - ccc xv. make copies of the Complaints process available to Participants upon request;
  - ccc xvi. ensure that all Complaints it receives are investigated by an appropriately senior staff member;
  - ccc xvii. effectively communicate the outcome of any investigation and any action the Provider proposes to take about a Complaint to DEEWR and the complainant;
  - ccc xviii. effectively communicate the outcome of a Complaint to DEEWR and the complainant; and
  - ccc xix. not withhold a Programme from a complainant or discriminate against a complainant because of a Complaint.

### ***The Complaints Register***

- 36.6 The Provider must keep a Complaints Register for each Site. The Complaints Register must include, but is not limited to, the following information:
- ccc xx. details of all Complaints received directly by the Provider;
  - ccc xxi. details of all Complaints referred to the Provider by, or through, DEEWR; and
  - ccc xxii. 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 the Programme or procedures, or other actions, resulting from the Complaint.



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

- 36.7 In accordance with clause 31 [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***

- 36.8 Subject to any contrary stipulation in clause 29 [Retention of Participants 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.

## **37. DISPUTE RESOLUTION**

---

### ***Informal resolution***

- 37.1 The Parties agree that any dispute arising during the course of this Deed will be dealt with as follows:
- cccxxiii. the Party claiming that there is a dispute will give the other Party a notice setting out the nature of the dispute;
  - cccxxiv. within 5 Business Days each Party will nominate a representative not having any prior involvement in the dispute;
  - cccxxv. the representatives will try to settle the dispute by direct negotiation between them;
  - cccxxvi. 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;
  - cccxxvii. the Parties will cooperate fully with any process instigated under paragraph (d) above in order to achieve a speedy resolution; and
  - cccxxviii. if a resolution is not reached within a further 20 Business Days, either Party may commence legal proceedings.

### ***Costs***

- 37.2 Each Party will bear their own costs of complying with this clause 37, and the Parties must bear equally the cost of any third person engaged under clause cccxxvi.

### ***Application of this clause***

- 37.3 This clause 37 does not apply to the following circumstances:
- cccxxix. either Party commences legal proceedings for urgent interlocutory relief;
  - cccxxx. action is taken by DEEWR under or purportedly under clauses 5 [Service Guarantee], 6 [Code of Practice], 8 [Requirements for Payment], 9 [Remote Service Payments], 10 [Other Contributions and Provider's Contributions], 11 [Management of Funding], 13 [Repayments and Offsetting], 19 [Delay], 22 [Performance Management], 31 [Access to Premises and Records], 34 [Subcontracting], 35 [Corporate

Governance], 40 [Remedies], 41 [Termination with Costs] or clause 42 [Termination for Default];

- cccxxxi. where DEEWR is conducting its own fraud investigation; or
- cccxxxii. 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***

- 37.4 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 Deed.

## **38. NO GUARANTEES BY DEEWR**

---

- 38.1 DEEWR provides no guarantee of the:
  - cccxxxiii. volume or type of business the Provider will receive;
  - cccxxxiv. numbers of Participants for any Programme under this Deed;
  - cccxxxv. numbers of Participants for a Remote ESA in relation to any Programme under this Deed;
  - cccxxxvi. numbers of other providers that may be conducting Programmes in the Remote ESA; or
  - cccxxxvii. market and other information provided in the relevant request for tender.

## **39. SUSPENSION**

---

### ***Suspension***

- 39.1 Without limiting DEEWR's rights under this Deed, under statute, at law or in equity, if DEEWR is of the opinion that:
  - cccxxxviii. the Provider may be in breach of its obligations under this Deed, and while DEEWR investigates the matter;
  - cccxxxix. the Provider's performance of any of its obligations under this Deed, including achievement against the Key Performance Indicators, is less than satisfactory; or
  - cccxl. the Provider may be engaged in fraudulent activity, and while DEEWR investigates the matter,

DEEWR may, prior to taking action under clause 40 [Remedies] or clause 42 [Termination for Default], withhold or suspend:

- (i) the referral of Participants in respect of some or all Programmes at some or all Sites; and
  - (ii) any payment in whole or in part under this Deed.
- 39.2 DEEWR will notify the Provider if it exercises its rights under clause 39.1 within 10 Business Days after having exercised those rights.
- 39.3 Notwithstanding any action taken by DEEWR under clause 39.1, the Provider must continue to perform its obligations under this Deed, unless DEEWR agrees otherwise in writing.

## 40. REMEDIES

---

- 40.1 Notwithstanding any other rights available to DEEWR under this Deed:
- cccqli. if the Provider fails to rectify a breach of this Deed 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;
  - cccqlii. if the Provider fails to fulfil, or is in breach of any of the Provider's obligations under this Deed that are not capable of being remedied;
  - cccqliii. following notification under clause **Error! Reference source not found.**, DEEWR determines that the Provider's performance has not improved to DEEWR's satisfaction within the period of time specified in the notice; or
  - cccqliv. further to paragraph (a) above, if an event has occurred which would entitle DEEWR to terminate the Deed in whole or in part under clause 42 [Termination for Default],

DEEWR may, by providing notice to the Provider, immediately exercise one or more of the remedies set out in clause 40.2.

### *Remedies*

- 40.2 The remedies DEEWR may exercise include:
- cccqlv. imposing additional conditions on the use or payment of Fees or Funds;
  - cccqlvi. increasing the number or decreasing the size of payment of Fees or Funds or both;
  - cccqlvii. withholding payment of Fees or Funds until such time as the Provider's performance has improved, to DEEWR's satisfaction;
  - cccqlviii. reducing the amount of Fees or Funds or not paying the Fees of Funds that would otherwise have been payable in respect of the relevant obligation;
  - cccqlix. where DEEWR has already paid Fees or Funds under this Deed, recovering the equivalent amount as a debt;
  - cccli. imposing additional financial or performance reporting requirements on the Provider;
  - cccli. reducing the Funding or Fees permanently or temporarily;
  - cccli. reducing, either permanently or temporarily, the:
    - (i) Projected Places under a Programme ;
    - (ii) Provider's share of available places and/or the Provider's business levels, permanently or temporarily; and
    - (iii) Remote ESA Coverage;
  - cccli. reducing the scope of a Programme; and
  - ccccliv. taking any other action set out in the Specific Conditions.

### ***Notice***

- 40.3 If DEEWR takes any action under this clause 40, where relevant, this Deed will be deemed to be varied accordingly.
- 40.4 If DEEWR takes any action under this clause 40, DEEWR will notify the Provider of:
- ccclv. the reasons for the action;
  - ccclvi. the duration of the action; and
  - ccclvii. any corresponding adjustment under this Deed.
- 40.5 Subject to any notice received under clause 40.4, the Provider is not relieved of any of its obligations under this Deed and must continue to conduct the Programmes as set out in the Specific Conditions.

## **41. TERMINATION WITH COSTS**

---

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

- 41.1 DEEWR may, at any time by giving notice to the Provider, terminate this Deed in whole or in part or reduce the scope of one or all of the Programmes without prejudice to the rights, liabilities, or obligations of either Party accruing prior to the date of termination or reduction.
- 41.2 The Parties agree this clause 41 may be used to remove one or more of the Programmes under this Deed.
- 41.3 If this Deed is terminated in whole or in part, or reduced in scope under this clause 41, DEEWR is only liable for:
- ccclviii. payment of Fees as set out in clause 41.4;
  - ccclix. payment of Funds as set out in clause 41.5; and
  - ccclx. subject to clauses 41.8, 41.9, 41.10 and 41.11, any reasonable, unavoidable costs actually incurred by the Provider and directly attributable to the termination, partial termination or reduction in scope of this Deed.

### ***Fees***

- 41.4 Where DEEWR terminates in whole or in part, or reduces the scope of this Deed under this clause 41:
- ccclxi. DEEWR will only be liable to pay Fees properly due to the Provider prior up to the effective date of the termination;
  - ccclxii. any payments that would have been payments in advance will abate according to the extent that they relate to the conduct of the Programmes after the effective date of the termination; and
  - ccclxiii. DEEWR will be entitled to recover from the Provider any Fees paid in advance that relate to the conduct of the Programmes after the effective date of the termination.

### ***Funds***

- 41.5 Where DEEWR terminates this Deed in whole or in part or reduces the scope of this Deed under this clause 41:
- ccclxiv. DEEWR will only be liable to make payments of Funds to the extent that those monies have been legally committed by the Provider in accordance with this Deed and payable as a current liability prior to receipt of the notice of termination;
  - ccclxv. the Provider will be required to acquit the Funds in accordance with clause 17.9;
  - ccclxvi. 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 Deed 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 Deed; and
  - ccclxvii. the Provider must, if requested by DEEWR, provide within 5 Business Days details of all Funds referred to in paragraphs ccclxiv and (i) above.
- 41.6 For the purposes of clause ccclxiv and 41.5(i), DEEWR may require written evidence that the Funds have been so committed.

***Provider's obligations***

- 41.7 Upon receipt of a notice of termination in whole or in part, or reduction in scope, the Provider must:
- ccclxviii. cease or reduce the performance of its obligations under this Deed in accordance with the notice;
  - ccclxix. immediately return to DEEWR any Funds in accordance with clause ccclxvi or deal with any such Funds as DEEWR may notify to the Provider;
  - ccclxx. immediately return to DEEWR any Fees in accordance with clause ccclxiii;
  - ccclxxi. immediately do everything possible to mitigate all losses, costs, and expenses, arising from the termination or reduction in scope contained in the notice; and
  - ccclxxii. continue work on any part of the Programmes not affected by the notice.

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

- 41.8 If there is a termination in part or a reduction in scope of the obligations under this Deed, 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 Deed.

***Limit on Compensation***

- 41.9 DEEWR's liability to pay any compensation under or in relation to this clause 41 is subject to the Provider's:

- ccclxxiii. strict compliance with this clause 41; and
- ccclxxiv. substantiation of any amounts claimed under clauses ccclxi and ccclxiv.
- 41.10 DEEWR will not be liable:
- ccclxxv. to pay compensation for loss of prospective profits for any termination or reduction in scope under this clause 41;
- ccclxxvi. for loss of any benefits that would have been conferred on the Provider had the termination or reduction not occurred; or
- ccclxxvii. for any amounts which would, in aggregate, exceed the maximum Fees and Funds that would have been payable by DEEWR under this Deed in respect of the relevant Programme, but for termination or reduction in scope under this clause 41.
- 41.11 In addition, for a termination in part or a reduction in scope, DEEWR will not be liable to pay the Provider, and the Provider agrees that the Provider's reasonable costs do not include:
- ccclxxviii. any amounts owed by the Provider under any contract of employment or to any subcontractors; and
- ccclxxix. payment of any liabilities arising from commitments the Provider has made in relation to the conduct of the Programmes beyond the end of the financial year in which the reduction in scope takes place.
- 41.12 If DEEWR terminates or reduces the scope of this Deed under this clause 41:
- ccclxxx. DEEWR's actions will not constitute a breach of this Deed; and
- ccclxxxi. the costs available to the Provider under this clause 41, represent a reasonable and genuine pre-estimate of the loss incurred by the Provider.
- ccclxxxii.

## **42. TERMINATION FOR DEFAULT**

---

### ***Defaults***

- 42.1 DEEWR may, in the case of any one or more of the events below, immediately terminate this Deed in whole or in part (including terminating one or more of the Programmes under one or more Parts), by giving notice to the Provider, if:
- ccclxxxiii. the Provider fails to fulfil, or is in breach of any of its obligations under this Deed that are not capable of being remedied;
- ccclxxxiv. the Provider fails to fulfil, or is in breach of any of the Provider's obligations under this Deed 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 specified by DEEWR;
- ccclxxxv. 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);
- ccclxxxvi. 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;

- ccclxxxvii. the Provider has applied to come under, received a notice requiring the Provider to show cause why the Provider should not 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 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)
- ccclxxxviii. or an order has been made for the purpose of placing the Provider under external administration;
- ccclxxxix. being an individual, the Provider becomes bankrupt or enters into a scheme of arrangement with creditors;
- cccxc. in relation to this Deed, the Provider breaches any law of the Commonwealth, or of a State or Territory;
- cccxc. the Provider ceases to carry on business;
- cccxcii. DEEWR is satisfied that, prior to entering into this Deed, 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 Deed or action taken by DEEWR under this Deed; or
- cccxciii. 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***

- 42.2 Where DEEWR terminates this Deed in whole or in part under clause 42.1:
- cccxciv. DEEWR is liable to pay Fees and entitled to recover Fees as set out in clause 41.4;
- cccxcv. clauses 41.5 and 41.6 applies to DEEWR's liability to pay and entitlement to recover Funds; and
- cccxcvi. clauses 41.7 and 41.8 apply as if the Deed were terminated in accordance with clause 41.

#### ***Preservation of other rights***

- 42.3 Subclause 42.1 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 Deed, including the right to reduce payments due on termination on the basis of breach or poor performance, and any rights of offset.

## 43. TRANSITION OUT

---

### *Assistance and Cooperation*

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

- cccxcvii. this Deed is terminated in whole or part before the Completion Date;
- cccxcviii. at the Completion Date, the Provider is successful in obtaining a subsequent deed or contract, but the subsequent deed or contract does not require the Provider to provide a Programme it provides under this Deed; or
- cccxcix. at the Completion Date, the Provider is not successful in obtaining a subsequent deed or contract to provide a Programme it provides under this Deed.

43.2 The sufficient assistance and cooperation which the Provider must provide to any person nominated by DEEWR, or to DEEWR, as directed by DEEWR under clause 43.1 includes, as a minimum:

- cd. the transfer of:
  - (i) all unexpended Funds;
  - (ii) all Records, including Personal Information;
  - (iii) Assets (for Funding Programmes only);
  - (iv) Programme Material in the Provider's possession or control;
  - (v) Commonwealth Material in the Provider's possession or control;and
- cdi. the redirection of Participants.

43.3 The Provider agrees to provide full assistance to DEEWR to enable the Programme 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.

43.4 If there is any form of selection process after the execution of this Deed for the delivery of one or more of the Programmes and if the Provider:

- cdii. does not submit an application for the Programme under that process, or refuses an offer to provide further Programmes; or
- cdiii. is not successful in obtaining a deed or contract for the Programme under that process,

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



## **44. ACKNOWLEDGEMENT AND PROMOTION**

---

### ***Acknowledgement of support***

- 44.1 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 Programmes or this Deed in any way:
- cdiv. comply with any promotion and style guidelines contained in the Specific Conditions or issued by DEEWR from time to time;
  - ~~edv.~~ use badging and signage in accordance with any Guidelines;
  - (a) in any products, processes or inventions developed as a result of it, acknowledge the financial and other support the Provider has received from the Commonwealth, in the manner, if not set out in the Specific Conditions, approved by DEEWR prior to the Provider's use, and 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
  - (b) 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 Deed.

### ***Right to publicise Funding***

- 44.2 DEEWR may publicise and report on the Programmes and on the awarding of Funding to the Provider. DEEWR may do this by, amongst other means, including in media releases, general announcements about the Programmes and in annual reports, the Provider's name, the amount of the Funds given to the Provider, the title of a Programme and a brief description of the Programmes.

## **45. CONFLICT OF INTEREST**

---

### ***Warranty of no Conflict***

- 45.1 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 the Provider's obligations under this Deed.

### ***Conflict that may arise***

- 45.2 Subject to clause 45.1, the Provider must not during this Deed enter into any arrangement, scheme or contract, however described, which may cause a Conflict in the performance of the Provider's obligations under this Deed.

### ***Dealing with Conflict***

- 45.3 If during the term of this Deed, a Conflict arises, or is likely to arise, the Provider must:
- cdvi. immediately notify DEEWR of that Conflict and of the steps the Provider proposes to take to resolve or otherwise deal with the Conflict;
  - cdvii. make full disclosure to DEEWR of all relevant information relating to

- the Conflict; and
- cdviii. take such steps as DEEWR may reasonably require to resolve or otherwise deal with that Conflict.

***Failure to deal with Conflict***

- 45.4 DEEWR may terminate this Deed under clause 42 [Termination for Default] if the Provider:
- cdix. fails to notify DEEWR in accordance with this clause 45; or
- cdx. is unable or unwilling to resolve or deal with the Conflict as reasonably required by DEEWR.

**46. ASSIGNMENT AND NOVATION**

---

***Assignment of rights***

- 46.1 The Provider must not assign any of its rights under this Deed without DEEWR's prior written approval.

***Novation***

- 46.2 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 Deed, without DEEWR's prior written approval.

**47. JOINT AND SEVERAL LIABILITY**

---

- 47.1 If more than one Party is a signatory to this Deed as the Provider, each of those Parties will be jointly and severally liable for the performance of all of the Provider's obligations under this Deed.
- 47.2 If the Provider is a Consortium, each member of the consortium is jointly and severally liable to the Commonwealth in relation to this Deed.

**48. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY**

---

***Status***

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

***Representatives***

- 48.2 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's employees, partners, agents or subcontractors or as otherwise able to bind or represent the Commonwealth.

## **49. WAIVER**

---

### ***Exercise of rights***

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

### ***Partial exercise of rights***

- 49.2 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***

- 49.3 Waiver of any provision of, or right under, this Deed:
- cdxi. must be in writing signed by the Party entitled to the benefit of that provision or right; and
  - cdxii. is effective only to the extent set out in the written waiver.

### ***Meaning of rights***

- 49.4 In this clause 49, 'rights' means rights or remedies provided by this Deed, under statute, at law or in equity.

## **50. ENTIRE DEED, VARIATION AND SEVERANCE**

---

### ***Entire Deed***

- 50.1 This Deed 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 Deed.

### ***Variation of the Deed***

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

### ***Severance***

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

## **51. APPLICABLE LAW AND JURISDICTION**

---

### ***Applicable Law***

- 51.1 This Deed 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***

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

## **52. NOTICES**

---

### ***Giving of notice***

- 52.1 A Party giving notice or notifying under this Deed must do so in writing or by facsimile transmission, and if:
- cdxiii. 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;
  - cdxiv. 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***

- 52.2 A notice given in accordance with clause 52.1 is taken to be received:
- cdxv. if hand delivered, on delivery;
  - cdxvi. if sent by pre-paid post, 5 Business Days after the date of posting unless it has been received earlier; and
  - cdxvii. if sent by facsimile transmission upon receipt by the sender of a facsimile confirmation receipt.
- 52.3 For the purposes of this clause 52, the Account Manager's and the Contact Person's address details are as specified in the Specific Conditions.

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

---

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

- 53.1 The Provider must, in carrying out the Provider's obligations under this Deed, comply with:
- cdxviii. all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority; and
  - cdxix. any of DEEWR's policies as notified, 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***

- 53.2 Without limiting clauses 53.1, the Provider must provide to Participants Programmes that are free of sexual harassment and any form of unlawful discrimination and that comply with the:
- cdxx. Racial Discrimination Act 1975 (Cth);
  - cdxxi. Sex Discrimination Act 1986 (Cth);
  - cdxxii. *Sex Discrimination Act 1984* (Cth);
  - cdxxiii. Disability Discrimination Act 1992 (Cth); and
  - cdxxiv. Age Discrimination Act 2004 (Cth).

*Use of DEEWR's premises*

- 53.3 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.

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

---

- 54.1 Where a Programme involves construction, the Provider must ensure that the Programme complies 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.

- 54.2 For the purposes of this clause 54:

- cdxxv. the National Code of Practice for the Construction Industry;
- cdxxvi. the Industry Guidelines; and
- cdxxvii. 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).

- 54.3 DEEWR may supply copies of the documents referred to in this clause 54 to the Provider upon the Provider's request.
-

# Remote Services Deed 2006-2009

## Part A—General Conditions

### Annexure 1 – Code of Practice

---

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 Employment Network** 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 Employment Network (DEN) can access the Complaints Resolution and Referral Service through the Customer Service Line or directly on 1800 880 052 if they are not satisfied with how we, as DEN 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.

## **Remote Services Deed 2006-2009**

### **Part A—General Conditions**

#### **Annexure 2 – Service Guarantee**

---

Your remote service provider is responsible for providing you with standard of service outlined in this brochure.

You have the right to a certain guaranteed level of service and your provider must give you the best help possible.

You should receive ongoing, personalised services from your provider. These services will be flexible, sensitive to your circumstances, caring responsibilities and background as well as tailored both to your abilities and to the job opportunities available.

When you start receiving services from your provider they will:

- Talk with you in a way you can understand
- Give you clear information on what services you can and will receive from them and what your responsibilities are
- Work closely with you to develop an individual plan, to help you address your needs, improve your opportunities and achieve your employment goals.

Throughout your period with your provider, you can expect them to:

- Maintain regular contact
- Deliver a professional service – providers and their staff will have the skills and qualifications needed to best help you
- Provide information on local services that may be useful in addressing your particular needs, including access to counselling services, child care, work experience or training opportunities
- Regularly review your individual plan, goals and personal circumstances
- Help you meet your income support obligations (if applicable)
- Provide practical assistance to assist you in your search for work.

In addition, your remote services provider will:

- Provide services that are flexible to your changing needs and to the needs of your community
- Talk to others on your behalf
- Support and listen to you and give you the opportunity to participate in decision making
- Keep your personal information and records private, except if required to share or disclose that information according to law

Remote service providers are responsible for providing this guaranteed level of service.



Depending on your eligibility, your provider may also:

- Support you while you are settling into a new job
- Provide information to potential employers about any extra assistance available to help them employ you
- Assist you and/ or your employer access other support services such as workplace modifications, the supported wage scheme and child care.

Your provider should also tell you about the Code of Practice, which outlines how they will deliver services to you.

If you are not satisfied with the service you have received you should raise this first with your provider – ask to speak to the manager or supervisor.

If you are still not satisfied, call the Customer Service Line on 1800 805 260. You will speak to a Customer Service Officer from the Department of Education, Employment and Workplace Relations in the capital city in the state you are calling from.

An interpreter or TTY access can be arranged on request.

The Department of Education, Employment and Workplace Relations is responsible for monitoring service providers. They will endeavour to resolve **your** concerns quickly, fairly and sensitively.

Disability Employment Network clients 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

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.

<b>Revision</b>	<b>Date</b>	<b>Location of changes</b>	<b>Changes</b>
Version 1	August 2007		Original version of document (GRDV3 changes)
Version 1.1	13/08/08	Whole Document	GRSDV4 Added
Version 1.2			

© Commonwealth of Australia 2006

This work is copyright. You may display, print and reproduce this material in unaltered form only (retaining this notice) for your personal, non-commercial use or use within your organisation. Apart from any use as permitted under the *Copyright Act 1968*, all other rights are reserved.



**Australian Government**

---

**Department of Education, Employment  
and Workplace Relations**

**PART B**

**SPECIFIC CONDITIONS  
REMOTE SERVICES DEED  
2006-2009**

**COMMUNITY WORK  
COORDINATOR PROGRAMME**

## CONTENTS

1.	INTERPRETATION .....	4
2.	CWC PROGRAMME AND TRANSITION PERIODS .....	10
3.	PERFORMANCE PERIODS .....	10
4.	GUIDELINES .....	10
5.	CWC PROGRAMME .....	11
6.	ELIGIBILITY, REFERRALS AND DIRECT REGISTRATION .....	12
7.	MANAGEMENT OF INCIDENTS.....	16
8.	MONITORING AND PARTICIPATION REPORTING .....	18
9.	WORK FOR THE DOLE PLACES.....	20
10.	WORK FOR THE DOLE SPONSOR ORGANISATIONS.....	24
11.	WORK FOR THE DOLE SUPERVISORS .....	26
12.	WORK FOR THE DOLE PARTICIPANTS .....	26
13.	WORK FOR THE DOLE ACTIVITIES.....	27
14.	WORK FOR THE DOLE SPECIAL ACTIVITIES.....	31
15.	COMMUNITY WORK.....	34
16.	TRAINING CREDITS .....	35
17.	PROMOTIONAL ACTIVITIES .....	36
18.	ADMINISTRATIVE REQUIREMENTS.....	36
19.	FEES .....	36
20.	FUNDS.....	38
21.	TAX INVOICES .....	42
22.	INSURANCE .....	43
23.	REPORTS .....	45
24.	CWC ASSETS.....	46

<b>25. PERFORMANCE MANAGEMENT AND KPIS .....</b>	<b>47</b>
<b>26. NO GUARANTEES.....</b>	<b>49</b>
<b>SCHEDULE B1—SERVICE GUARANTEE FOR SPONSOR ORGANISATIONS, HOSTS AND COMMUNITY WORK ORGANISATIONS.....</b>	<b>50</b>
<b>SCHEDULE B2—WORK EXPERIENCE PRINCIPLES .....</b>	<b>52</b>
<b>SCHEDULE B3—PARTICIPANT ELIGIBILITY .....</b>	<b>53</b>
<b>SCHEDULE b4—dEED AND BUSINESS dETAILS.....</b>	<b>53</b>

## 1. INTERPRETATION

### *Application of Part A of this Deed*

- 1.1 The General Conditions set out in Part A of the Remote Services Deed between DEEWR and the Provider apply to the interpretation of this Part B.

### *Rules of Interpretation*

- 1.2 Unless otherwise specified:
- (a) all references to clauses in this Part are references to clauses in this Part B; and
  - (b) all references to Schedules are to Schedules to this Part B.

### *Interpretation*

- 1.3 In this Part B, unless a contrary intention appears:

**Activity** means both a Work for the Dole Activity and a Community Work Placement;

**Activity Agreement** means an agreement, in accordance with clause 6, 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 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 a CWC 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;

**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 1991* (Cth);

**Additional Places** refers to additional Work for the Dole Places which Providers may apply for in a Performance Period once the requirements of clause 9.16 are met and for which Providers may claim payment of a Top-up Remote Service Fee;

**Allocated Places** refers to the number of Community Work Coordinator Upfront Places for which the Provider is eligible to receive payment under Part A;

**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 Deed 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 Remote 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;

**Average WEF** means the amount per Work for the Dole Place specified in Schedule B4 [Deed and Business Details];

**Brokered Activity** means a Work for the Dole Activity in which:

- (a) Participants may be placed at multiple sites with a Host Organisation and/or with multiple Host Organisations;
- (b) the Sponsor Organisation (whether the Provider or another organisation) continues to carry out the functions of a Sponsor Organisation; and
- (c) 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;

**Business Share**, for the Community Work Coordinator Programme, has the meaning given in clause 9.2;

**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** or **CWC** means a Provider providing services under this Part B;

**Community Work Coordinator Asset** or **CWC 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 Programme Material;

**Community Work Coordinator Assets Disposal Plan** or **CWC Assets Disposal Plan** means the plan for the disposal of each CWC Asset developed under clause 24.3;

**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 19.4 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 36 of Part A;

**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 36.2 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 19.3 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 equitable referral of Participants to Community Work Coordinator Programme providers with the same Remote ESA Coverage, based on the business share of the contracted providers in the Remote 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 Deed, 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 4.1;

**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 the Job Network Programme;

**KPIs** means the Key Performance Indicators described in Part A, and any KPIs referred to in this Part B by number (for example, 'KPI 1') are to be taken to be references to the KPI with the corresponding number in Part A;

**Mutual Obligation** is a component of the Activity Test Requirements and means the requirement to participate in an approved activity or programme of work (eg 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 B3 [Participant Eligibility]. Those Participants with a Mutual Obligation must complete their Participation Requirement to meet their Mutual Obligation;

**Projected Places** for the Community Work Coordinator Programme, means the number of Available Places multiplied by Business Share and divided by the Utilisation Rate;

**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:

- (a) 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*;
- (b) shares one or more directors, officers, or other staff with the Provider;
- (c) shares resources, such as premises, with the Provider;
- (d) has a controlling interest in the Provider;
- (e) the Provider has a controlling interest in it; or
- (f) DEEWR reaches a view that the entity is otherwise related to the Provider;

**Secondary CWC 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 Programme Material or property that was provided for the exclusive and personal use of a Participant;

**Service Guarantee for Sponsor Organisations, Hosts and Community Work Organisations** means the minimum service standards for the Community Work Programme in relation to Sponsor Organisations, Hosts and Community Work Organisations as set out in Schedule B1 [Service Guarantee for Sponsor Organisations, Hosts and Community Work Organisations];

**Skills in Demand** means skills identified by DEEWR at the start of each Performance Period as being skills in demand for that Remote ESA for that period, derived from a list of skills in demand within each Remote ESA provided to DEEWR by Job Network Members located in that Remote ESA;

**Sponsor Organisation** means an organisation subcontracted by the Provider to undertake some or all of the CWC Programme 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:

- (a) work experience opportunities, as Work for the Dole Activities; and
- (b) 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 Part A) and, if considered relevant by DEEWR, against any or all of the additional performance measures set out in clause 25.2, 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 19.7;

**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) 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 B2 [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 Deed 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).

## **2. CWC PROGRAMME AND TRANSITION PERIODS**

---

- 2.1 The Programme Period and Programme Start Date for the Community Work Coordinator Programme are as specified in Schedule B4 [Deed and Business Details].
- 2.2 The Provider must deliver the Community Work Coordinator Programme during the Programme Period.
- 2.3 The Transition Period for the Community Work Coordinator Programme is 1 July 2009 to 31 December 2009.
- 2.4 During the Transition Period, the Provider:
- (a) must continue to deliver the Community Work Coordinator Programme in respect of Activities Commenced before the start of the Transition Period, in accordance with this Deed; but
  - (b) must not approve or Commence any new Activities.

For the avoidance of doubt, the reference to 'this Deed', in this clause 2.4, is to be taken to include Part A of this Deed.

- 2.5 In accordance with clause 3.9 of Part A, clauses 4 [Guidelines], 8.6 [Monitoring and Participation Reporting], 16.5 [Training Credits], 17 [Promotional Activities], 18 [Administrative Requirements], 20.13 [Funds], 22 [Insurance], 23 [Reports] and 24 [CWC Assets] survive the expiration or termination of this Deed.

## **3. PERFORMANCE PERIODS**

---

- 3.1 The Performance Periods for this Deed 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 Deed 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 3.1.

## **4. GUIDELINES**

---

- 4.1 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 Deed.

## 5. CWC PROGRAMME

---

### *Community Work Coordinator Programme*

- 5.1 The Provider must deliver the Community Work Coordinator Programme in the Remote ESA Coverage specified in Schedule B4 [Deed and Business Details] and as set out in this Part B, including by:
- processing or directly registering Participants, including by preparing Activity Agreements and Voluntary Activity Agreements, in accordance with clause 6 [Eligibility, Referrals and Direct Registration];
- (a) handling and reporting incidents in accordance with clause 7 [Management of Incidents];
  - (b) providing Participation Reports in accordance with clause 8 [Monitoring and Participation Reporting];
  - (c) performing the Work for the Dole programme in accordance with clauses 10 to 14 [inclusive];
  - (d) performing the Community Work programme in accordance with clause 15 [Community Work]; and
  - (e) administering Work Experience Funding and Training Credit Funding in accordance with clause 16 [Training Credits] and clause 20 [Funds].

### *Work Experience Principles*

- 5.2 The Provider must deliver the CWC Programme in accordance with the Work Experience Principles [Schedule B2] and at or above the minimum standards set by the Service Guarantee for Sponsor Organisations, Hosts and Community Work Organisations, and any breach or failure to comply with the Work Experience Principles, or to deliver the CWC Programmes at or above the minimum standards set by the Service Guarantee for Sponsor Organisations, Hosts and Community Work Organisations, is a breach of this Deed.

*Note: The Provider should note that under clause 5 of Part A, the Provider must also deliver the Services at or above the minimum standards set by the Service Guarantee.*

### *Sites*

- 5.3 The Provider must deliver the CWC Programme at the Sites set out in Schedule B4 [Deed and Business Details], on the basis that:
- (a) all Sites are full-time Sites, unless specified to the contrary Schedule B4 [Deed 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 B4 [Deed 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 B4 [Deed and Business Details] or as otherwise specified in writing by DEEWR.

- 5.4 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 Deed. The Provider must not move the Sites to another address without DEEWR's prior written approval.
- 5.5 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, the Service Guarantee and the Service Guarantee for Sponsor Organisations, Hosts and Community Work Organisations; and
  - (b) have clear signs (in languages other than English if appropriate).

***Community awareness***

- 5.6 The Provider must:
- (a) regularly consult with community and industry bodies within the Remote ESA Coverage 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 Remote ESA Coverage 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.

---

**6. ELIGIBILITY, REFERRALS AND DIRECT REGISTRATION**

---

***Eligibility***

- 6.1 Participants in the Work for the Dole and Community Work programmes may include:
- (a) Activity Agreement Job Seekers;
  - (b) very long term unemployed 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.
- 6.2 A full list of persons who are eligible to participate in the Work for the Dole and Community Work programmes is set out in Schedule B3 [Participant Eligibility]. Those eligibility requirements may be amended unilaterally by DEEWR by written notice.

### ***Referrals***

- 6.3 The Provider must deliver the CWC Programme to any Participant who is ordinarily resident in a Remote ESA Coverage 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.
- 6.4 The Provider must not reject any referrals made in accordance with clause 6.3. 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.
- 6.5 During the Programme Period, referrals of Participants made by Job Network Members to providers with the same Remote ESA Coverage, will be made based on the principle of Equitable Distribution.
- 6.6 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.

### ***Direct registration***

- 6.7 In addition to Participants referred to the Provider in accordance with clause 6.3, the Provider may register into the Work for the Dole or Community Work programmes and provide the CWC Programme to persons who:
- (a) do not have a Mutual Obligation but who volunteer to participate in the Work for the Dole or Community Work programmes; and
  - (b) are eligible for the Work for the Dole or Community Work programmes in accordance with Schedule B3 [Participant Eligibility].
- 6.8 Any job seekers who seek to enter the Work for the Dole or Community Work programmes other than by referral or registration in accordance with clauses 6.3 or 6.7 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.
- 6.9 Where a Participant has been referred to the Provider, the referral will have identified which of the Work for the Dole or Community Work programmes the Participant is eligible to undertake.
- 6.10 Where a Participant is registered by the Provider in accordance with clause 6.7, the Provider must determine eligibility in accordance with the eligibility criteria at Schedule B3 [Participant Eligibility].

- 6.11 Where a Participant who was registered in accordance with 6.7 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.

***Interview and preparation of Activity Agreements and Voluntary Activity Agreements***

- 6.12 The Provider must:
- (a) make sufficient interview times available in the Electronic Diary and by other methods to enable Participants to be interviewed in a timely manner;
  - (b) ensure that the Electronic Diary has the capacity to accept appointments for a Participant for the purposes of Rapid Reconnection;
  - (c) promptly interview all Participants referred to or registered by the Provider; 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 the details of the Activity Agreement or Voluntary Activity Agreement are entered into DEEWR IT systems within a reasonable time after the interview and in accordance with the timeframes, if any, set out in the Guidelines;

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:

- (a) 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.
- (b) ensure that the Participant 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 16.12A; and
- (d) enter the details of the relevant agreement onto DEEWR IT systems; and
- (e) 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:



- (a) comply with any relevant Guidelines;
- (b) 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;
- (c) 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.
- (d) are revised by the Provider as required by changes in the circumstances of the Participant or any relevant Guidelines; and
- (e) 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:

- (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 and 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 IT System;
- (d) certify that:
  - (i) in negotiating the Activity Agreement, the sections set out at clause 6.12D(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.
- 6.13 The Provider must, wherever possible:
- (a) within 10 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.
- 6.14 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.
- 6.15 For the purposes of clauses 6.13 and 6.14, 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 Deed are set out in Schedule B3 [Participant Eligibility]. Those requirements may be altered by a notice issued unilaterally by DEEWR.
- 6.16 Participants must usually be placed into Activities being undertaken in the Remote ESA Coverage in which the Participant ordinarily resides. A Participant may be transferred to another Remote ESA Coverage (served 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.
- 6.17 Reserved.

## **7. MANAGEMENT OF INCIDENTS**

---

### ***DEEWR's insurance***

- 7.1 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.
- 7.2 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.
- 7.3 The Parties agree that the insurance referred to in clause 7.1:
- (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.

***Management of incidents***

- 7.4 The Provider must notify DEEWR as soon as possible, and at the latest within 24 hours, of any incident involving the Work for the Dole or Community Work 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 Work for the Dole or Community Work programmes into disrepute, whether the Activity was run by the Provider or a Sponsor Organisation.
- 7.5 Where the incident referred to in clause 7.4 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.
- 7.6 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.

### ***Costs of medical treatment***

- 7.7 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.
- 7.8 Where DEEWR agrees to a reimbursement under clause 7.7, 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.

## **8. MONITORING AND PARTICIPATION REPORTING**

---

### ***Monitoring***

- 8.1 The Provider must inform Centrelink that a Participant has Commenced on an Activity within 2 Business Days of Commencement.
- 8.2 The Provider must manage each Participant throughout the period of their participation in the Work for the Dole or Community Work 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.
- 8.3 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 Work for the Dole or Community Work 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.
- 8.4 If Centrelink or DEEWR request any information about the matters referred to in clause 8.3, the Provider must respond to that request for information as soon as possible, and at least within 5 Business Days.
- 8.5 For the purposes of clause 8.3, 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*.

### ***Participation reporting***

- 8.6 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;
  - (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; or
  - (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, in accordance with the Participation Reporting Guidelines, 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 in accordance with clause 8.7 (h); or
    - (ii) after contact, a Valid Reason for such failure,

the Provider must, subject to clause 8.10:

- (k) complete and submit a Participation report to Centrelink within 5 Business Days of the day the Provider becomes aware of the failure under clause 8.7 (a) to clause 8.7 (g) in accordance with this Deed 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.

8.8 Reserved.

## **Rapid Reconnection**

- 8.9 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.
- 8.10 Where a Participant fails to attend an appointment with the Provider in relation to a Rapid Reconnection, the Provider must notify Centrelink on DEEWR's IT System of:
- (a) the failure; and
  - (b) where known, the reason for the failure;
- on the same Business Day of the appointment.

## **9. WORK FOR THE DOLE PLACES**

---

### *Governing principles*

- 9.1 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 Remote ESA and provider performance (refer clause 22 of Part A and clause 25 [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 may 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 Deed. This has been taken into consideration by DEEWR when determining the number of Available Places for Performance Periods 1 and 2;
  - (c) it follows that Performance Period 2 may be the first period of this Deed where the Provider will be in a position to fully service the entire flow of job seekers.

### *Key concepts*

- 9.2 For the purposes of this clause 9, the following terms have the following meanings:

**Additional Places** has the meaning given in clause 1.3;

**Allocated Places** has the meaning given in clause 1.3;

**Available Places** refers to the number of Work for the Dole Places that DEEWR requires in a Remote ESA. The number of Available Places per Performance Period per Remote ESA is calculated in accordance with clauses 9.3 to 9.5;

**Completed Places** has the meaning given in clause 9.8;

**Business Share** means the percentage of CWC Programme business assigned to a provider in a Remote ESA as specified in Schedule B4 [Deed and Business Details];

**Utilisation** means a percentage measure of how many Completed Places a Provider has achieved and is calculated by dividing the number of Completed Places by the number of Allocated and Additional Places and multiplying that figure by 100;

**Utilisation Rate** means the rate of Utilisation for a Provider in a Remote ESA as specified in Schedule B4 [ Deed and Business Information] or another rate of Utilisation specified by DEEWR at its absolute discretion at any time from Performance Period 3 onwards; and

**Work for the Dole Places** has the meaning given in clause 1.3.

***Available Places – Performance Periods 1 and 2***

- 9.3 For Performance Periods 1 and 2, DEEWR has determined the number of Available Places for each Remote ESA. The number of Available Places determined by DEEWR for Performance Periods 1 and 2 has been used to calculate the number of Projected Places specified in Schedule B4 [Deed and Business Details].

***Available Places – subsequent Performance Periods***

- 9.4 Subject to clause 9.5, for each of Performance Periods 3 to 6, the number of Available Places for each Remote ESA will be equal to the number of Completed Places in the preceding Performance Period.
- 9.5 For the purposes of determining the number of Available Places, the number of Completed Places achieved by Voluntary Participants (that is, Participants who have no Mutual Obligation) are not to be counted.
- 9.5A Notwithstanding clause 9.8, for the purposes of determining the number of Available Places in clause 9.4 DEEWR will use the following formula:

the number of Completed Places for a fixed period within the Performance Period	+	the estimated number of Completed Places, calculated on a pro rata basis, for the remainder of the Performance Period
---	---	--

***Projected Places***

- 9.6 DEEWR will assign a number of Projected Places to the Provider for each Remote ESA, at the start of each Performance Period, according to the formula set out in clause 9.7. The formula is based on the following principles:
- (a) the Provider's Projected Places for a Remote ESA in each Performance Period will follow from the number of Available Places in the Remote ESA divided by the Utilisation Rate for the Remote ESA;
  - (b) the Utilisation Rate is as set out in Schedule B4 [Deed and Business Details]. However, that percentage is subject to variation from Performance Period 3 onwards, in DEEWR's absolute discretion;

- (c) each Provider will receive their Business Share of the allocation (refer clause 9.6(a)); and
- (d) Additional Places may be allocated at DEEWR's discretion, under clauses 9.14 to 9.18 during each Performance Period.

9.7 The Provider's Projected Places for a Remote ESA in each Performance Period will be calculated by DEEWR, based on a formula which may be expressed as:

$(\text{Available Places} \div \text{Utilisation Rate}) \times \text{Business Share}$

***Determining the number of Completed Places***

9.8 For the purposes of this Part B, the determination of the number of Completed Places in a Remote 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 9.8(a), for each Participant who has been, or is, referred to a provider in the Remote ESA, added together to calculate the total number of Completed Places for that Remote ESA,

where for the purposes of this clause 9.8, and clause 9.11, the number of hours a Participant has completed in their Work for the Dole Activities can be no more than their Participation Requirement.

9.9 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.

9.10 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.

9.11 Consequently, in a Remote 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 Remote ESA, the results of which are added together to calculate the total number of Completed Places for that Remote ESA:

The number of hours a Participant  
has completed in their Work  
for the Dole Activities

---

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 9.11(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

---

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.

- 9.12 The Parties agree that DEEWR IT Systems will calculate the number of Completed Places based on the formulae set out in clause 9.11, using the data entered by all Community Work Coordinator providers in the Remote ESA.
- 9.13 Further to clause 4.7 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 a Remote ESA or the Labour Market Region.

***Allocation of Additional Places***

- 9.14 If a Provider is allocated Additional Places in accordance with this Part B they will be entitled to a Top-Up Remote Services Fee in respect of those places. For the purposes of calculating the Top-Up Remote Services Fee, the Additional Places will be deemed to be Top-Up Places which have been Satisfied.
- 9.15 DEEWR recognises that in order to ensure the provision of the CWC Programme to the flow of job seekers in a Remote 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 9.16 and 9.18.
- 9.16 The Provider is eligible for, and may apply to DEEWR for, Additional Places for a particular Performance Period if it has met the required Utilisation Rate for the Provider's Allocated Places (plus any Additional Places already assigned to the Provider).
- 9.17 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.
- 9.18 In making the determination under clause 9.17, 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.

### ***Utilisation of Places***

- 9.19 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.
- 9.20 **Fully Utilised** means that, at the end of a Performance Period:

Completed = Allocated Places +  
Places achieved Additional Places  
by the Provider

### ***Variations to Business Share and/or Remote ESA Coverage***

- 9.21 Without limiting any of DEEWR's other rights, including its rights under Part A clause 4 [Conducting the Programme], clause 9 [Remote Service Payments], clause 40 [Remedies] and clause 42 [Termination for Default], from the start of Performance Period 3, DEEWR may vary the Provider's Business Share and/or Remote ESA Coverage at any time, based on Performance Reviews in accordance with clause 25 of this Part B and clause 22 of Part A [Performance Management]. This may be by:
- (a) decreasing the Provider's Business Share and/or Remote ESA Coverage because the Provider's performance was unsatisfactory; or
  - (b) increasing the Provider's Business Share and/or Remote ESA Coverage as a result of a decrease of another provider(s) Business Share and/or Remote ESA Coverage.
- 9.22 DEEWR may also reduce the Provider's Business Share and/or Remote ESA Coverage in accordance with clause 4.7 of Part A [Conducting the Programme].
- 9.23 The Parties agree that if DEEWR reduces the Provider's Business Share and/or Remote ESA Coverage, DEEWR may, at its absolute discretion, re-allocate business to other providers.

## **10. WORK FOR THE DOLE SPONSOR ORGANISATIONS**

---

- 10.1 All Sponsor Organisations approved in accordance with this Deed and the Guidelines are deemed to be approved subcontractors for the purposes of Part A clause 34 [Subcontracting].

*Note: Clause 1.3 of this Part B provides that the term 'Sponsor Organisation' includes, where applicable, a Host Organisation.*

- 10.2 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.

10.3 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 Deed. The Provider should seek its own legal advice, before using the Sponsor Contract.

- 10.4 The Provider must ensure that Sponsor Organisations comply with:
- (a) clause 44 of Part A [Acknowledgement and Promotion]; and
  - (b) clause 17 of this Part B [Promotional Activities].
- 10.5 In addition to the requirements in Part A clause 34 [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 Remote Services Deed 2006 relevant to [name of Sponsor Organisation's] part in the provision of the CWC Programme.
- 10.6 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.
- 10.7 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.

## **11. WORK FOR THE DOLE SUPERVISORS**

---

- 11.1 The Provider must ensure that Participants undertaking Work for the Dole Activities are properly supervised at all times.
- 11.2 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 14.2(k)(i) for Special Activities; and
  - (b) in any case, one supervisor for each Work for the Dole Activity.
- 11.3 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.
- 11.4 All supervisors on Work for the Dole Activities are deemed to be:
- (a) Specified Personnel for the purpose of Part A clause 7 [Specified Personnel]; and
  - (b) approved subcontractors for the purposes of Part A clause 34 [Subcontracting].

## **12. WORK FOR THE DOLE PARTICIPANTS**

---

- 12.1 The Provider must place Work for the Dole Participants in Work for the Dole Activities in accordance with the Guidelines.
- 12.2 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.

12.3 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.

### **13. WORK FOR THE DOLE ACTIVITIES**

---

13.1 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.

13.2 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.

#### ***Approval of Activities***

13.3 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 Deed and the Guidelines.

13.4 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 B, this Deed, 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,
- (k) the duration of the Activity is less than 26 weeks;

unless that Activity is otherwise permitted by DEEWR:

- (l) following a written request by the Provider; or
- (m) 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.

***Establishment of Activities***

13.5 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 13.5(a) and 13.5(b); and
- (e) subject to clause 13.8, address one or more Skills in Demand.

13.6 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.

13.7 The Provider must ensure a geographic spread of Activities across their Remote ESA Coverage that reflects the location and spread of Participants across the Remote ESA Coverage. If DEEWR considers that there is not an appropriate geographic spread of Activities, DEEWR may use its powers of direction under clause 13.22 to direct that Activities are varied, or that new Activities are approved in appropriate locations.

13.8 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 Remote 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 13.22 to terminate or vary the Activity.

- 13.9 Subject to clause 13.10, 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.
- 13.10 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.
- 13.11 Subject to clause 13.13, at least 25 percent of Activity Places in each Remote ESA Coverage for each Performance Period must be in Work for the Dole Activities that are Externally Sponsored Activities.
- 13.12 Subject to clause 13.13, at least 25 percent of Activity Places in each Remote ESA Coverage for each Performance Period must be in Work for the Dole Activities that are not Brokered Activities.
- 13.13 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 requirements in clauses 13.11 and 13.12 in relation to that Performance Period.

***Risk Assessment for Activities***

- 13.14 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.
- 13.15 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.

***Other requirements for Activities***

- 13.16 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.
- 13.17 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.
- 13.18 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.
- 13.19 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.
- 13.20 Unless otherwise specified in the Guidelines, the Provider must not use Work Experience Funding to purchase any insurance required under this Deed.
- 13.21 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 a Remote ESA Coverage does not exceed the Average WEF.

***DEEWR's power of direction over Activities***

- 13.22 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.



13.23 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 CWC Programme in accordance with the direction.

#### **14. WORK FOR THE DOLE SPECIAL ACTIVITIES**

---

14.1 For the purposes of this clause 14, 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** in relation to a Special Activity, means:

- (a) 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
- (b) the organisation at whose premises a Special Activity is to be undertaken; or
- (c) the organisation with responsibility for persons who might be put at risk by the Special Activity; or
- (d) any other organisation specified by DEEWR to be a Special Activity Organisation.

14.2 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 14.2(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.

- 14.3 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.
- 14.4 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.
- 14.5 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 Deed:
- (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.
- 14.6 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 14 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.
- 14.7 The Provider must retain the records of the Australian Federal Police checks, for the duration of the Special Activities 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 14.5 and the application of the requirements of clause 29 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 Activities to which the records relate.
- 14.8 The Provider must not refer a Work for the Dole Participant to, or commence a supervisor on, a Special Activity until clauses 14.2 and 14.3 have been complied with.

## **15. COMMUNITY WORK**

---

- 15.1 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 to Participants;
  - (b) assisting Participants to find Community Work Placements; and
  - (c) making appointments and inquiries with potential Community Work organisations on behalf of Participants.
- 15.2 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.
- 15.3 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.
- 15.4 The Provider must check that each organisation hosting Community Work Placements complies with the eligibility criteria specified in the Guidelines.
- 15.5 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.
- 15.6 The Provider must inform Centrelink when a Community Work Participant has Commenced on a particular Community Work Placement.
- 15.7 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.
- 15.8 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.

## **16. TRAINING CREDITS**

---

- 16.1 DEEWR will pay the Provider Training Credit Funding in accordance with clause 20.17, 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.
- 16.2 The Provider must give the information and material about Training Credits specified by DEEWR to Participants at their initial interview.
- 16.3 Subject to clause 6.2, this clause 16.3 and Schedule B3 [Participant Eligibility] Column 6 set out when Participants are eligible for Training Credits, and the amount of credit they are eligible for. Generally, but subject to Schedule B3 [Participant Eligibility], eligible Participants may receive:
  - (a) for Participants on Work for the Dole Activities, Training Credits to a total value of \$800 on Commencement of their Work for the Dole Participation Requirement;
  - (b) for Community Work Participants, Training Credits to a total value of \$800 on completion of the number of hours as specified in Column 6 of the table in Schedule B3; and
  - (c) for Participants Commencing a Drought Force Activity for the first time, additional Training Credits to a total value of \$800 on Commencement of their Work for the Dole Participation Requirement (these Training Credits are in addition to those referred to in clause 16.3(a)).
- 16.4 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.
- 16.5 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).
- 16.6 Hours spent by Participants attending training purchased using their Training Credits are counted as participation hours.

## **17. PROMOTIONAL ACTIVITIES**

---

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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.
- 17.5 The Provider must ensure that all advertisements, promotional activities and any other public relations matters in relation to this Deed are consistent with the requirements of the Guidelines.
- 17.6 The requirements in this clause 17 are in addition to the requirements of Part A clause 44 [Acknowledgment and Promotion].

## **18. ADMINISTRATIVE REQUIREMENTS**

---

- 18.1 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.
- 18.2 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.
- 18.3 The Provider must perform any other management tasks as reasonably required by DEEWR.
- 18.4 All Fees and Funds under this Deed must be claimed through, and will be paid through, DEEWR IT Systems.

## **19. FEES**

---

- 19.1 DEEWR will pay the Provider the following Fees:

- (a) Programme Remote Service Fees in accordance with Part A;
- (b) Drought Force Fees in accordance with clause 19.3;
- (c) Community Work Fees in accordance with clause 19.4;
- (d) Ancillary Payments in accordance with clauses 19.5 and 19.6; and
- (e) Training Incentive Fees in accordance with clause 19.7.

***Programme Rate***

19.2 The Programme Rate for the Community Work Coordinator Programme is as set out in Schedule B4 [Deed and Business Details].

***Drought Force Fees***

19.3 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.

***Community Work Fee***

19.4 For the first time per referral that each Participant is placed into a Community Work Placement, DEEWR will pay the Provider \$550.

***Ancillary Payment***

19.5 DEEWR may pay the Provider Ancillary Payments at DEEWR's absolute discretion to cover unexpected costs that DEEWR has directed that the Provider incur.

19.6 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 7.7 and 7.8, but only where the expense was paid with DEEWR's approval and in accordance with the Guidelines.

***Training Incentive Fee***

19.7 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.

## 20. FUNDS

---

### *General*

- 20.1 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.
- 20.2 For the purposes of clause 11.3(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.

### *Audits and acquittals*

- 20.3 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 31 [Access to Premises and Records].
- 20.4 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 Deed 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 Deed; and

- (iii) that the Provider has complied with this Deed (for the purposes of this clause 20, an **Acquittal Statement**).

For the purposes of this clause 20.4, 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.

20.5 The Acquittal Statement referred to in clause 20.4(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 20.5(a) (if the lead member is an incorporated body) or clause 20.5(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.

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

#### **Work Experience Funding (WEF)**

20.6 DEEWR will pay Work Experience Funding, for an Activity, to the Provider by one of two instalment methods (refer clause 20.9), 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 20.15 and 20.16.

20.7 There will be a limit on the total amount of Work Experience Funding that will be available over the Programme and Transition Periods for each Remote ESA Coverage. DEEWR will calculate the total amount of Work Experience Funding available in each Remote ESA Coverage for the Provider, based on an estimation of the total number of Allocated Places the Provider will receive

over the Programme Period, multiplied by the Average WEF (as set out in Schedule B4 [Deed and Business Details]). This amount is calculated as follows:

[Average WEF x (Total Allocated Places + Total Additional Places)] + Total Excess Work for the Dole Participant Costs

- 20.8 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 a Remote ESA Coverage, for that Provider, at any point in time.

***WEF payment methods***

- 20.9 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 20.11; or
  - (b) the Online Instalments method set out in clause 20.12.
- 20.10 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.
- 20.11 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 20.13(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 1.3.
- 20.12 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.

20.13 The Provider must:

- (a) claim all Work Experience Funding (including any arrears instalment under clause 20.11(b)) within three months after the completion of each Work for the Dole Activity; and
- (b) provide an Acquittal Statement as per clause 20.4(c), verifying expenditure of all Work Experience Funding claimed for that Activity, within 40 Business Days after the completion of each Activity.

20.14 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.

***Excess Work for the Dole Participant Costs***

20.15 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 20.9 to 20.14.

20.16 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.

***Training Credit Funding***

20.17 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.

20.18 The acquittal referred to in clause 20.17 must include an Acquittal Statement as per clause 20.4(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 Deed. At the end of:

(a) the Transition Period; or

(b) if the Transition Period does not apply to the Provider, at end of the Programme Period,

Training Credit Funds must be acquitted and repaid.

### ***Community Work Costs***

20.19 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.

20.20 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.

20.21 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 20.21.

## **21. TAX INVOICES**

---

21.1 All payments are subject to the Provider submitting a Tax Invoice on DEEWR IT Systems, or as otherwise required by DEEWR.

21.2 Tax Invoices for Programme Remote Service Fees must be submitted within 20 Business Days of the beginning of the Performance Period to which the Programme Remote 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 Programme Remote Service Fee is claimed.
- 21.3 Tax Invoices for Drought Force Fees must be submitted within 40 Business Days of the end of the Drought Force Activity.
- 21.4 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.
- 21.5 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.A 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.

Subject to acceptance of the delivery of the CWC Programme by DEEWR, the due date for payment shall be within 20 Business Days after delivery of the CWC Programme and a correctly rendered Tax Invoice.

## **22. INSURANCE**

---

- 22.1 As required by clause 33 of Part A, the Provider must, at its own cost, effect and maintain or cause to be effected and maintained for as long as any obligations remain in connection with this Deed, insurance relevant to the provision of the CWC Programme and the Provider's obligations under this Deed, including but not limited to 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:
      - (A) 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
      - (B) 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 CWC Programme under this Part B;
  - (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 B 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 CWC Programme 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 CWC Programme is 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 CWC Programme, 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 CWC Programme pursuant to this Part B (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 CWC Programme pursuant to this Part B (including transporting Participants);
- (d) compulsory third party motor vehicle insurance in respect of all registered vehicles used in the performance of the CWC Programme under this Part B (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:
- (A) 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

(B) 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 B.

## **23. REPORTS**

---

- 23.1 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 20.4(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 and additional performance measures (refer clause 22 of Part A and clause 25 [Performance Management and KPIs]);
  - (c) an Activity Monitoring Report for each Work for the Dole Activity in accordance with clause 13.16, not later than the time the Work for the Dole Activity Completion Report is provided (refer clause 23.1(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 Programme 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.
- 23.2 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 23.1(d).
- 23.3 The provision of the Reports at the times specified in this clause 23 is an essential term of this Deed 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 40 [Remedies] or Part A clause 42 [Termination for Default].

*Note: The Provider should note that under section 137.1 of the Criminal Code Act 1995 giving false or misleading information is a serious offence.*

## **24. CWC ASSETS**

---

### ***CWC Assets Register***

24.1 For each Activity the Provider must maintain a register (a **CWC Assets Register**) which lists each CWC Asset purchased, leased, created or otherwise brought into existence for the Activity.

24.2 The CWC Assets Register must specify:

- (a) the date on which each CWC Asset was purchased, leased, created or otherwise brought into existence;
- (b) the location of the CWC Asset; and
- (c) the value of the CWC Asset,

and otherwise be in a form as directed in writing by DEEWR.

### ***CWC Assets Disposal Plan***

24.3 For each Activity the Provider must:

- (a) develop a plan for the disposal of each CWC Asset listed in a CWC Assets Register (a **CWC Assets Disposal Plan**); and
- (b) include that Plan with the Activity Lodgement Form for the Activity.

24.4 The CWC Assets Disposal Plan must be consistent with the Work Experience Principles.

### ***Treatment of CWC Assets***

24.5 At the completion of each Activity, the Provider must:

- (a) use their best endeavours to recover any CWC Asset or Secondary CWC Asset then in the possession of a Participant; and
- (b) dispose of:
  - (i) each CWC Asset in accordance with the CWC Assets Disposal Plan; and
  - (ii) each CWC Asset and each Secondary CWC 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 CWC Asset.

24.6 For the purposes of clause 24.5, 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.



### ***Audit by DEEWR***

- 24.7 DEEWR may, at any time during or after the completion of an Activity, audit the Provider's CWC Assets Register and CWC Assets Disposal Plan, to determine whether the requirements of this clause 24 have been complied with (a **CWC Assets Audit**).
- 24.8 If, as a result of a CWC Assets Audit, DEEWR reaches the view that a CWC Asset:
- (a) should have been listed in the CWC 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 CWC Asset.
- 24.9 If, as a result of a CWC Assets Audit, DEEWR reaches the view that a CWC Asset has been disposed of:
- (a) other than in accordance with the CWC 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 CWC Asset,

then DEEWR may require the Provider to repay to DEEWR an amount equal to the value of the CWC Asset.

*Note: The Provider should note that this clause 24 applies equally to Sponsor Organisations as subcontractors of the Provider.*

## **25. PERFORMANCE MANAGEMENT AND KPIS**

---

- 25.1 For the purposes of Part A clauses 1.1 [Interpretation and Precedence] and 22 [Performance Management]:
- (a) the KPIs for the Community Work Coordinator Programme are set out in Part A;
  - (b) the additional measures against which DEEWR may assess the Provider's performance are set out in clause 25.2; and
  - (c) the particular application of the KPIs and the additional performance measures to Performance Reviews via the Star Ratings, is set out in clauses 25.3 to 25.6;
  - (d) the assessment of performance under Community Work Coordinator Services Contracts 2002, for Performance Period 1 and where applicable, is set out in clause 25.7.

### ***Additional performance measures***

25.2 In accordance with, and in addition to, the requirements set out in clause 22 of Part A [Performance Management], DEEWR may assess the performance of the Provider against all or any of the following during a Performance Review:

- (a) the Utilisation of Allocated and Additional Places, by comparing the Provider's Utilisation of Allocated and Additional Places in a Remote ESA against the Utilisation Rate for that Remote ESA;
- (b) the efficient conversion of referrals into Commencements in Work for the Dole Activities, 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;
- (c) the timeliness of commencement of job seekers on an Activity, by calculating the availability of initial interview sessions that the Provider has in place at the time each Participant is referred (where relevant, performance will be assessed against the applicable time periods set out in the Deed), and by calculating 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;
- (d) the provision of Activities that address the Skills in Demand for the relevant Remote ESA, by DEEWR Account Managers reviewing a sample of Work for the Dole Activities to ensure that they address the Skills in Demand in the Remote ESA; and
- (e) the achievement of:
  - (i) satisfactory completion of, and community support for, Activities;
  - (ii) diversity and range of Activities; and
  - (iii) compliance with this Part B and the Guidelines when developing and approving Activities,

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 23.1), notifications of accidents and reports of incidents (refer clauses 7.4 and 7.5), and 'Post Placement Monitoring Surveys' (administered by DEEWR).

- (f) any other measure that DEEWR considers relevant and notifies the Provider of.

### ***KPIs – application of Star Ratings***

25.3 The Provider may be allocated a Star Rating for each Remote ESA, after the end of each Performance Period and at the end of the Transition Period, and at any other time determined by DEEWR.

25.4 Each Star Rating will be calculated using a weighting against any or all of the elements of the KPIs and, if considered relevant by DEEWR, against any or all of the additional performance measures set out in clause 25.2, as determined by DEEWR.

- 25.5 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.
- 25.6 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 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 Remote 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 Business Share and/or Remote ESA Coverage under clauses 9.21 to 9.23.

*Note: The Provider should note that under clause 9.21(b), DEEWR may also increase the Provider's Business Share and/or Remote ESA Coverage as a result of the decrease of another provider(s) Business Share and/or Remote ESA Coverage.*

#### **2002 Contract and Performance Period 1**

- 25.7 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 25 the assessment of performance against the KPIs and the additional performance measures set out in clause 25.2 during Performance Period 1, under this Part B, may also include an assessment of performance under the 2002 Contract for the period 1 July 2006 to 31 December 2006.

## **26. NO GUARANTEES**

---

- 26.1 In addition to Part A clause 38 [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.

## Remote Services Deed 2006-2009

### Part B—Community Work Coordinators (CWC)

#### Schedule B1: Service Guarantee for Sponsor Organisations, Hosts and Community Work Organisations

---

##### 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.

## Remote Services Deed 2006-2009

### Part B—Community Work Coordinators (CWC)

#### Schedule B2: Work Experience Principles

---

Work for the Dole programme is 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 Programme Remote 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.

## Remote Services Deed 2006-2009

### Part B—Community Work Coordinators (CWC)

#### Schedule B3: Participant Eligibility

For: Part B—Community Work Coordinator Programme

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: Community Work Training Credit Participation Requirement (refer Clause 16.3 for WfD)
<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.
#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.
#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; and</li> <li>• 390 hours otherwise.</li> </ul>
#Parents in receipt of Newstart or Youth Allowance - whose youngest child is aged 6–15 years.	✓	✓	150 hours over 26 weeks.	150 hours total – 12 hours per week for 13 weeks or 6 hours per week for 26 weeks.	

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: Community Work Training Credit Participation Requirement (refer Clause 16.3 for WfD)
#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.	Maximum of \$800 after: <ul style="list-style-type: none"> <li>• 310 hours for 18-20 years; and</li> <li>• 390 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).	N/A
<b>Voluntary Participants</b>					
<ul style="list-style-type: none"> <li>• Disability Support Pension recipients;</li> <li>• Personal Support Programme participants; and</li> <li>• Parenting</li> </ul>	✓	✓	<p>No Mutual Obligation requirement but may volunteer to participate in Community Work.</p> <p>Participation requirement is 150 hours for</p>	<p>No Mutual Obligation requirement but may volunteer to participate in Work for the Dole.</p> <p>Participation requirement is 150 hours total</p>	Maximum of \$800 after: <ul style="list-style-type: none"> <li>• 310 hours for 18-20</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: Community Work Training Credit Participation Requirement (refer Clause 16.3 for WfD)
Payment recipients whose youngest child is aged less than 6 years.*			26 weeks.	– 12 hours per week for 13 weeks or 6 hours per week for 26 weeks.	years; and <ul style="list-style-type: none"> <li>• 390 hours otherwise.</li> </ul>
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; and</li> <li>• 390 hours otherwise.</li> </ul>
50 years and over on full rate of Newstart Allowance (not VLTU and therefore not eligible for VLTU assessment and would then not be 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 week for 26 weeks.	Maximum of \$800 after:  <ul style="list-style-type: none"> <li>• 310 hours for 18-20 years; and</li> <li>• 390 hours otherwise.</li> </ul>

# 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.

\* Parenting payment 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).

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.

## **Remote Services Deed 2006-2009**

### **Part B—Community Work Coordinators (CWC)**

#### **Schedule B4: Deed and Business Details**

---

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

<b>Revision</b>	<b>Date</b>	<b>Location of changes</b>	<b>Changes</b>
Version 1	27 May 2007		Original version of document
Version 1.1			
Version 1.2			

© Commonwealth of Australia 2006

This work is copyright. You may display, print and reproduce this material in unaltered form only (retaining this notice) for your personal, non-commercial use or use within your organisation. Apart from any use as permitted under the *Copyright Act 1968*, all other rights are reserved.



**Australian Government**

---

**Department of Employment and Workplace Relations**

**PART C**

**SPECIFIC CONDITIONS**

**REMOTE SERVICES DEED**

**2006-2009**

**DISABILITY EMPLOYMENT  
NETWORK PROGRAMME**

## CONTENTS

1.....	APPLICATION AND DEFINITIONS	3
2.....	STATUTORY CONDITIONS	<a href="#">11</a>
3.....	<b>DEN</b> PROGRAMME	11
4.....	INSURANCE REQUIREMENTS	12
5.....	PROGRAMME AND TRANSITION PERIODS	14
6.....	REFERRAL OF <b>DEN</b> PARTICIPANTS (UNCAPPED)	15
7.....	JOB CAPACITY ASSESSMENTS	17
8.....	INFORMATION ABOUT PAYMENTS	18
9.....	DETERMINATION AND CLASSIFICATION OF PAYMENT LEVELS	19
10.....	DPI REDETERMINATIONS	20
11.....	COMPLAINTS	21
12.....	NOTIFICATION TO CENTRELINK	21
13.....	WAGE SUBSIDY SCHEME AND WORKPLACE MODIFICATIONS SCHEME	<a href="#">23</a>
14.....	PHASED APPROACH TO THE PROVISION OF UNCAPPED STREAM SERVICES	<a href="#">27</a>
15.....	INTAKE PHASE	<a href="#">27</a>
16.....	EMPLOYMENT ASSISTANCE PHASE	<a href="#">36</a>
17.....	EMPLOYMENT PLACEMENT PHASE	<a href="#">38</a>
18.....	BUSINESS SHARE	<a href="#">40</a>
19.....	ALLOWABLE BREAKS AND EXIT	<a href="#">40</a>
20.....	PAYMENTS	<a href="#">43</a>
SCHEDULE C1 - FEES AND FUNDS .....		<a href="#">53</a>
SCHEDULE C2 – DEED AND BUSINESS DETAILS.....		<a href="#">56</a>

47. **APPLICATION AND DEFINITIONS**

---

*Application of Part A of this Deed*

3.0. **The General Conditions set out in Part A apply to the interpretation of this Part C.**

3.1. **Unless otherwise specified:**

- A. all references to clauses in this Part are references to clauses in this Part C; and
- B. all references to Schedules in this Part are references to Schedules in this Part C.

*Defined Terms*

3.2. **In this Part C, unless the contrary intention appears:**

‘**Acceptance Date**’ means the date on which the Provider accepts the **DEN** Participant (Uncapped) into the **DEN** Programme, which occurs at the Initial Interview;

‘**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 and set out in Item C1.8 of Schedule C1;

‘**Account Manager**’ means the person for the time being holding, occupying or performing the duties of the office within DEEWR, specified in Item C2.1 of Schedule C2, who has the authority to receive and sign notices and written communications for DEEWR under this Part C;

‘**Act**’ means the *Disability Services Act 1986* (Cth);

‘**Activity Agreement**’ means an agreement prepared, approved and signed by a Delegate and an Activity Agreement Job Seeker in accordance with clause 15, as relevant, which outlines the assistance or intervention agreed between the Activity Agreement Job Seeker and a Delegate and details the activity required by that Activity Agreement Job Seeker to meet their Activity Test Requirements;

‘**Activity Agreement Job Seeker**’ means a **DEN** Participant (Uncapped) who has been determined by Centrelink as a person who is required under the *Social Security Act 1991* (Cth) to enter into a Newstart Activity Agreement, a Youth Allowance Activity Agreement or a Parenting Payment Participation Agreement;

‘**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 1991* (Cth);

‘**Allocation Process**’ means the process detailed in the Programme Procedures by which **DEN** Participants (Uncapped) may be referred to the Provider:

48. **following an assessment by a JCA Provider; or**
  49. **by direct registration where assessment by a JCA Provider or a valid and relevant pre-existing assessment has identified a person as a **DEN** Participant (Uncapped) for the purposes of this Deed and the **DEN** Programme;**
- 

‘**Allowable Break**’ means any period in which a **DEN** Participant (Uncapped) has an allowable break from participation in the **DEN** Programme in accordance with the Programme Procedures and clauses 19.1 and 19.2;

‘**Approved Amount**’ means the amount approved by DEEWR or its nominated representative for expenditure by the Provider under the Workplace Modifications Scheme;

‘**Business Share**’ means the proportion of **DEN** Participants (Uncapped) who may be allocated to the Provider within a Remote ESA in accordance with the Allocation Process and specified in Item C2.13 of Schedule C2;

‘**Commence**’ means acceptance into the **DEN** Programme;

‘**Contact Person**’ means the person for the time being holding, occupying, or performing the duties of the officer within the Provider, specified in Item C2.2 of Schedule C2, who has authority to receive and sign notices and written communications for the Provider under this Part C and accept any request or direction in relation to the **DEN** Services;

‘**CRS Australia**’ is the body which delivers vocational rehabilitation services on behalf of DEEWR;

‘**CRS Australia Vocational Rehabilitation Programme**’ means the vocational rehabilitation programme provided by CRS Australia;

‘**CRS Australia Work Training**’ means the scheme delivered by CRS Australia to participants in the CRS Australia Vocational Rehabilitation Programme;

‘**Delegate**’ means a person engaged by the Provider to perform functions or to provide services under Part C of the Deed 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);

‘**Department Initiated DPI Redetermination**’ means the redetermination conducted under clause 10.1 or clause 10.2;

‘**Direct Support Hours**’ has the same meaning as it has in the Programme Procedures;

‘**Disability Employment Network (DEN)**’ means the Commonwealth programme of that name which provides employment assistance and employment placement support to assist individuals with a disability to either gain or maintain employment in the open employment market or to become self



employed; ‘**Disability Pre-employment Instrument**’ or ‘**DPI**’ means the assessment tool of that name, and of the version, contained in the Programme Procedures;

‘**DEN Services**’ means the services provided by the Provider under this Part C;

‘**DEN Participant (Uncapped)**’ means an Eligible Job Seeker (Uncapped) and an Eligible Worker (Uncapped);

‘**DEN Programme**’ means the **Disability Employment Network** programme administered by DEEWR; ‘**DEN Provider**’ means an organisation, other than the Provider, that is receiving funding or providing services under the **DEN Programme**;

‘**Electronic Diary**’ means the DEEWR system used for the referral of DEN Participants to the Provider, for referrals by the Provider to other relevant service providers, and for making and managing a DEN Participant’s appointments in accordance with the Programme Procedures;

‘**Eligible Job Seeker (Uncapped)**’ means a person who is not employed and has been specified as a **DEN Participant (Uncapped)** following assessment by a JCA Provider for the purposes of the **DEN Programme**;

‘**Eligible Worker (Uncapped)**’ means a person who is employed and has been specified as an Eligible Worker (Uncapped) following assessment by a JCA Provider for the purposes of this Deed and the **DEN Programme**;

‘**Employment**’ means:

50. **Self-employment for at least 10 hours per week;**
51. **employment for at least 10 hours per week if that employment:**
- 
- (i) complies with minimum standards and conditions established by Commonwealth, State or Territory law; and
- (ii) is at a wage determined under an applicable:
- (A) award;
- (B) certified agreement;
- (C) individual employment contract or workplace agreement; or
- (D) any other industrial instrument or decision (which is a reasonable industrial instrument or decision for the Provider to apply in the circumstances); and
52. **for all cases to which paragraphs (a) and (b) apply, includes such other periods of paid employment, including rostered employment for an average of or 10 hours a week over a reasonable period, as approved by DEEWR in its absolute discretion, but does not include:**
- 
- (i) periods during which the **DEN Participant (Uncapped)** is on leave or receiving workers’ compensation payments; or

- (ii) other activities at work, including CRS Australia Work Training or similar workplace training,

and **‘Employed’** has a corresponding meaning;

**‘Employment Assistance Phase’** means the phase described in clause 16;

**‘Employment Placement Phase’** means the phase referred to in clause 17;

**‘Exit’** has the meaning given to it in clause 19.12 and **‘Exited’** has a corresponding meaning;

**‘Incident’** means an episode of serious misconduct by a DEN Participant as defined in the Programme Procedures;

**‘Independent Worker (Uncapped)’** means an Eligible Worker (Uncapped) who:

53. **has received 24 Months of Uncapped Stream - Services or 6 Months post employment placement support within the DEN Programme; and**

54. **is working:**

---

- (i) at least 15 hours a week;
- (ii) without assistance or support; and
- (iii) at a wage determined under an applicable:
  - (A) award;
  - (B) certified agreement;
  - (C) individual employment contract or workplace agreement; or
  - (D) any other industrial instrument or decision (which is a reasonable industrial instrument or decision for the Provider to apply in the circumstances);

**‘Initial Interview’** means the first interview between the Provider and the DEN Participant (Uncapped) as outlined in clauses 15.3 and 15.5;

**‘Intake Phase’** means the phase described in clauses 15.1 and 15.2;

**‘Jeopardy’** means a situation where it is reasonably likely that:

55. **the Employer of the Eligible Worker (Uncapped) will terminate that Employment in the immediate future;**
  56. **that termination will be lawful and based on a reasonable business decision by the Employer;**
  57. **the payment of Post Placement Fees will prevent that termination; and**
  58. **the termination is due to the impact of the Eligible Worker's (Uncapped) disability on their capacity to undertake their Employment;**
- 

**'Job Design Services'** includes services to match a **DEN** Participant (Uncapped) to an employment opportunity such as the Provider attending at a workplace, identifying an opportunity within that workplace for the Employment of a **DEN** Participant (Uncapped) and encouraging and assisting the relevant Employer to design Employment for a **DEN** Participant (Uncapped) to fit the opportunity;

**'Job Search Services'** includes services such as providing advice on job search techniques, career options and employment programmes (taking into account the opportunities that are available in the **DEN** Participant's (Uncapped) place of residence), if required, entering a **DEN** Participant's (Uncapped) **Résumé Summary** on JobSearch and providing access to job search facilities;

**'Job Seeker Incident Report'** means a report recorded on DEEWR's IT system in accordance with clause 13B;

**'Month'** means calendar month and **'Monthly'** has a corresponding meaning;

**'New Apprentice'** means a person undertaking a New Apprenticeship;

**'New Apprenticeship'** means an apprenticeship that is recognised by a New Apprenticeship Centre and for which a Training Contract has been lodged on the Training Recognition System by that New Apprenticeship Centre;

**'New Apprenticeship Centre'** or **'NAC'** means the centres funded by the Commonwealth to coordinate and deliver New Apprenticeships;

**'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);

**'Own Organisation'** means the Provider or that part of the Provider that delivers **DEN** Services under this Deed;

**'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 the **DEN** Services, including the Provider's employees, sub-contractors, volunteers and agents, but **does** not include **DEN** Participants;

‘**Programme Completion Date**’ means the final day of the Transition Period;

‘**Programme Period**’ means the period specified in Item C2.4 of Schedule C2;

‘**Programme Procedures**’ means the document provided by DEEWR to the Provider which outlines the procedures that the Provider must follow when providing **DEN** Services under this Deed;

‘**Programme Start Date**’ means the date specified in Item C2.3 of Schedule C2;

‘**Provider Initiated DPI Redetermination**’ means the redetermination conducted under clause 10.5;

‘**Rapid Reconnection**’ means the process by which Centrelink makes an appointment for a **DEN** Participant in the Provider’s Electronic Diary where the appointment will take place within 48 hours of the contact by Centrelink with the **DEN** Participant following notification of a possible participation failure in accordance with clauses 15.12(i) and 12.1(b);

‘**Related Entity**’ means:

59. **those parts of the Provider that delivers **DEN** Services other than as an Own Organisation; or**
  60. **‘an entity connected with a corporation’ as defined by section 64B of the *Corporations Act 2001* (Cth);**
- 

‘**Relevant Minimum Wage**’ has the same meaning as it has in subsection 23(1) of the *Social Security Act 1991* (Cth);

‘**Relevant Travel Time**’ means the time taken to travel between a **DEN** Participant’s residential address or place of Employment and the Rural or Remote Outlet from which they receive **DEN** Services;

‘**Remote Employment Services Area**’ or ‘**Remote ESA**’ means the remote ESA specified in Item C2.13 of Schedule C2;

‘**Restart**’ means, for a **DEN** Participant, to re-enter the **DEN** Programme after having Exited;

‘**Resumes**’ means, for a **DEN** Participant, to re-enter the **DEN** Programme after an Allowable Break;

‘**Rural**’ or ‘**Remote Outlet**’ means a Site that has been classified as Accessible, Moderately Accessible, Remote or Very Remote in accordance with the ARIA;

‘**Scheme**’ means the Wage Subsidy Scheme or the Workplace Modifications Scheme;

**‘Self-employment’** or **‘Self-employed’** means a person who works with the primary aim of deriving a regular income, other than under a contract of employment;

**‘Site’** means the site specified in Item C2.13 of Schedule C2;

**‘Supported Wage System’** means the Commonwealth system which determines the minimum rate of pay for people who are unable to work at the Relevant Minimum Wage;

**‘Table of Payments’** means the table set out in Item C1.4 of Schedule C1;

**‘Target Group’** has the same meaning as in section 8 of the Act;

**‘Training Contract’** means the formal agreement between a New Apprentice and their Employer regarding the training of the New Apprentice;

**‘Training Recognition System’** or **‘TRS’** means the system on which Training Contracts are lodged;

**‘Transition Period’** means 1 July 2009 to 31 December 2009;

**‘Uncapped Employment Outcome’** means:

- (a) an Uncapped Intermediate 26 Week Employment Outcome; or
- (b) an Uncapped Full 26 Week Employment Outcome;

**‘Uncapped Full 4 Week Employment Milestone’** means when an Eligible Job Seeker (Uncapped) has been in sustainable, ongoing Employment for 60 hours within the previous 4 weeks of Employment;

**‘Uncapped Full 13 Week Employment Milestone’** means when an Eligible Job Seeker (Uncapped) has been in sustainable, ongoing Employment for 195 hours within the previous 13 weeks of Employment;

**‘Uncapped Full 26 Week Employment Outcome’** means when an Eligible Job Seeker (Uncapped) has been in sustainable, ongoing Employment for 390 hours within the previous 26 weeks of Employment;

**‘Uncapped Intermediate 4 Week Employment Milestone’** means when an Eligible Job Seeker (Uncapped) has been in sustainable, ongoing Employment for at least 4 weeks and 40 hours;

**‘Uncapped Intermediate 13 Week Employment Milestone’** means when an Eligible Job Seeker (Uncapped) has been in sustainable, ongoing Employment for at least 13 weeks and 130 hours;

**‘Uncapped Intermediate 26 Week Employment Outcome’** means when an Eligible Job Seeker (Uncapped) has been in sustainable, ongoing Employment for at least 26 weeks and 260 hours;

**‘Uncapped Stream’** means the DEN Programme stream that provides assistance to DEN Participants (Uncapped);

**‘Uncapped Stream – Services’** means the services provided under the Uncapped Stream for persons who have been specified as an Eligible Job

Seeker (Uncapped) or an Eligible Worker (Uncapped) following assessment by a JCA Provider for the purposes of the DEN Programme;

**‘Uncapped Wage Subsidy Employment’** means when an Eligible Job Seeker (Uncapped) has been placed in Employment for at least:

61. **10 hours per week for at least 13 weeks; or**
  62. **10 hours per week and less than 13 weeks, where it was reasonably believed when Employment commenced that the Employment would last for at least 13 weeks;**
- 

**‘Uncapped 13 Week Employment Milestone’** means:

63. **an Uncapped Intermediate 13 Week Employment Milestone; or**
  64. **an Uncapped Full 13 Week Employment Milestone;**
- 

**‘Voluntary Activity Agreement’** means an agreement, in accordance with clause 15, between the Provider and a DEN Participant who does not have Activity Test Requirements, which outlines the assistance or intervention agreed between the DEN Participant and the Provider;

**‘Résumé Summary’** means the Résumé Summary to be prepared by the Provider and the Eligible Job Seeker (Uncapped) under clause 15.1(b)(iii);

**‘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;

**‘Workplace Modifications Scheme’** means the Commonwealth scheme which reimburses employers for the costs involved in modifying the workplace or purchasing special equipment for new 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)* 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)*.

## **65. STATUTORY CONDITIONS**

---

- 2.1 **Notwithstanding any other provision of this Deed, the Parties agree that payment of any Fees or Funds by DEEWR to the Provider under this Deed, and the conduct of the Programme by the Provider, is subject to compliance with the Act, and that this Deed must be read subject to the Act.**
- 2.2 **Without limiting the generality of clause 2.1, the Provider must:**

- (a) at all times hold a certificate of compliance in accordance with section 12AD of the Act; or
  - (b) obtain a certificate of compliance by the date determined by the Minister pursuant to section 12AD(2)(b)(ii) of the Act,
- and the Parties agree that failure to do so will be regarded as a breach of the Deed by the Provider which is not capable of remedy.

66. **DEN PROGRAMME**

---

*Objectives of the DEN Programme*

3.0. **The Objectives of the DEN Programme are to:**

- A. enable job seekers with a disability to achieve sustainable employment to their maximum capacity;
- B. promote the capacity of people with a disability leading to improved employment opportunities for those people; and
- C. encourage innovation and continuous improvement in the provision of disability employment services.

*Entry to the DEN Programme*

3.1. **The DEN Participant (Uncapped) enters the DEN Programme on the Acceptance Date.**

*Sites*

- 3.2. **The Provider must provide the DEN Services at the Sites in the Remote ESA.**
- 3.3. **The Provider must not, without DEEWR's prior written permission, provide the DEN Services from any Site which was not established as at the Date of this Deed.**
- 3.4. **The Provider agrees that DEEWR may publish the identity of any of the Provider's Sites.**

*Eligibility for participation in the DEN Programme*

- 3.5. **Subject to clause 3.7, to be eligible to participate in the DEN Programme:**
  - A. the DEN Participant (Uncapped) must have been exited from any other Commonwealth funded programme which funds the provision of services (being services of the same or similar nature as the DEN Services) to DEN Participants (Uncapped); and
  - B. the DEN Participant (Uncapped) must not be receiving any assistance under any other Commonwealth programme.

*DEN Participant (Uncapped) involvement in other funded programmes*

- 3.6. **The Programme Procedures may describe circumstances when the Provider may receive Funding under this Deed for a DEN Participant**

(Uncapped) when that **DEN** Participant (Uncapped) is already receiving assistance from other Commonwealth programmes.

*Wages*

- 3.7. If the Provider employs **DEN** Participants (Uncapped), those **DEN** Participants (Uncapped) must receive at least the minimum wage applicable to their Employment.

*Wage payments to Employers*

- 3.8. Subject to clauses 13.1 to 13.4, if the Provider agrees to pay an amount to an Employer of a **DEN** Participant (Uncapped) under this **DEN** Programme as a supplement or subsidy to the wages of the **DEN** Participant, the Provider:
- A. acknowledges that those funds are not paid for or on behalf of DEEWR; and
  - B. must not represent:
    - A. that this is the case; or
    - A. that DEEWR will be a party to any such contract or arrangement with an Employer.

*Charging **DEN** Participants (Uncapped) for the Services*

- 3.9. Notwithstanding clause 8.12 of Part A of this Deed, the Provider may charge, on a strict reimbursement basis only, for services unrelated to the **DEN** Services, such as transport services. However, the Provider must not make the purchase of any such services by the **DEN** Participant (Uncapped) a prerequisite or requirement for the participation in the **DEN** Programme, or in any way create that impression.

*Classification of payments under this Part C*

- 3.10. All payments from DEEWR to the Provider under this Part C are “Fees” for the purposes of Part A of this Deed.

67. **INSURANCE REQUIREMENTS**

---

- 3.0. As required by clause 33 of Part A of this Deed, the Provider must, at its own cost, effect and maintain or cause to be effected or maintained for the Programme Period and the Transition Period, insurance relevant to the provision of the **DEN** Services and the Provider’s obligations under this Deed, including but not limited to 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:
    - A. the Provider’s liability and the liability of its employees (including to DEEWR and to the **DEN** Participants (Uncapped)); and
    - A. the vicarious liability of DEEWR in respect of the acts or omissions of the Provider;



in respect of:

- A. 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
- A. 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 DEN Services or this Deed;

- B. insurance against any injury, damage, expense, loss or liability suffered or incurred by any person engaged in work by the Provider under this Deed including employees of the Provider:
  - A. giving rise to a claim:
    - A. under any statute relating to workers' or accident compensation; and
    - B. in relation to DEN Services that are provided in Western Australia, employer's liability at common law with a limit of indemnity of not less than \$50 million for any one occurrence;
  - A. in each State or Territory where the Provider's employees normally reside or where their contract of employment was made, or where DEN Services are provided; and
  - A. 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 or a DEN Participant (Uncapped);
- C. for any motor vehicles purchased with Funding, comprehensive motor vehicle insurance which covers loss of or damage to the motor vehicle on a market value basis;
- D. for any motor vehicle used in or the provision of any DEN Services, insurance for not less than \$20 million for any occurrence which covers:
  - A. third party property damage arising from the use of any plant or vehicles (registered or unregistered) used in respect of the provision of any DEN Services or pursuant to the Deed (including transporting DEN Participants (Uncapped)); and
  - A. 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 provision of any DEN Services or pursuant to this Deed (including transporting DEN Participants (Uncapped));

- E. compulsory third party motor vehicle insurance in respect of all registered vehicles used in the provision of any DEN Services or the Deed (including transporting of DEN Participants (Uncapped) in vehicles of Personnel);
- F. all risks property insurance for all Assets, Programme Material and premises owned by the Provider and all plant and equipment of the Provider material to the Provider's ability to provide the DEN Services and its obligations under the Deed and DEEWR 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 paragraph 4.1(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 DEEWR and the Provider as insurers for their respective rights and interests; and
- G. professional indemnity insurance or errors and omissions insurance to be maintained during the Programme Period and the Transition Period and for at least seven years following the Programme Completion Date:
  - A. 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 this Deed and any DEN 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;
  - A. extending to include cover for unintentional breaches of Intellectual Property Rights; and
  - A. with a limit of indemnity of at least \$2 million in respect of each claim and in the aggregate for all claims in any one 12 Month policy period.

## 68. PROGRAMME AND TRANSITION PERIODS

---

- 3.0. **The Provider must meet all of its obligations under this Deed during the Programme Period.**
- 3.1. **During the Transition Period, the Provider:**
  - A. must continue to meet all its obligations under this Deed, including delivery of the DEN Services and submission of all Reports, in respect of DEN Participants (Uncapped) Commenced before the start of the Transition Period; and
  - B. must not Commence any new DEN Participants (Uncapped).
- 3.2. **Subject to clause 5.4, no obligations will continue to be operative under this Part C after the Programme Completion Date.**

- 3.3. This clause 5 and clauses 4, 8, 12, 15, 16, 17, 18, 19 and 20 and any clause required by necessary implication, survive termination or expiration of this Deed.
- 3.4. The terms and conditions of this Deed apply to any **DEN** Services provided during the Transition Period.

69. **REFERRAL OF **DEN** PARTICIPANTS (UNCAPPED)**

---

*Referral of **DEN** Participants (Uncapped)*

- 3.0. Subject to clause 6.10, the Provider may only accept **DEN** Participants (Uncapped) who have:
- A. been referred to the Provider through the **Electronic Diary** following an assessment by Centrelink or a JCA Provider; or
  - B. approached a Site without a referral and either have an existing valid assessment determining eligibility or have subsequently been assessed by a JCA Provider and the assessment indicates the **DEN** Participant (Uncapped) would benefit from participating in the **DEN** Programme.
- 3.1. **If the Provider is approached by a person in relation to the **DEN** Programme (other than a person referred to the Provider under clause 6.1), and a current valid eligibility assessment **does** not exist for that person, the Provider must refer the person to a JCA Provider in accordance with the Programme Procedures for a Job Capacity Assessment and subsequent referral.**
- 3.2. **The Provider acknowledges that it may not receive any referrals from the assessment process undertaken by a JCA Provider.**
- 3.3. **A referral following an assessment by a JCA Provider will specify whether that the person is an Eligible Job Seeker (Uncapped) or an Eligible Worker (Uncapped).**
- 3.4. **Where the referral relates to an Eligible Job Seeker (Uncapped), the Provider must:**
- A. accept a referral under clause 6.2;
  - B. cross refer the person to another **DEN** Provider in accordance with clause 6.8; or
  - C. if determined by the Provider to be unsuitable for the **DEN** Programme, refer the person back to the JCA Provider.
- 3.5. **The Provider must, upon acceptance of a referral under clause 6.2, place and retain on the file for that **DEN** Participant (Uncapped), any advice from the JCA Provider and send any information required to be sent by the Programme Procedures to Centrelink.**
- 3.6. **The Provider must give priority to **DEN** Participants (Uncapped) in the Target Group in accordance with the Programme Procedures.**

*Cross Referrals*

- 3.7. **The Provider may refer an Eligible Job Seeker (Uncapped):**
- A. to another DEN Provider, with the agreement of that DEN Provider, where:
    - A. the Eligible Job Seeker (Uncapped) has changed their residential address and can no longer reasonably participate in the DEN Programme with the Provider; or
    - A. the Eligible Job Seeker DEN Participant (Uncapped) would be more appropriately assisted by another DEN Provider; or
  - B. in accordance with clause 7.5, to a JCA Provider at any time where there has been a change in the circumstances of the Eligible Job Seeker (Uncapped) resulting in a change in the appropriateness of that person participating in the DEN Programme.
- 3.8. **Where the Provider refers an Eligible Job Seeker (Uncapped) to another Provider or JCA Provider in accordance with clause 6.8:**
- A. the Provider must transfer the Eligible Job Seeker (Uncapped) in accordance with the Programme Procedures and by completing the transfer screen on DEEWR's IT System; and
  - B. that person will continue to be counted towards the Provider's Business Share.
- 3.9. **Where an Eligible Job Seeker (Uncapped) is referred to the Provider by another DEN Provider, the Provider must check for the existence of a current eligibility assessment on DEEWR's IT System. Where there is a current assessment for that person which was made less than two years from the date of the referral and which indicates eligibility for participation in the DEN Programme, the Provider may accept the Eligible Job Seeker (Uncapped). Where a current assessment does not exist, the Provider must refer the person to a JCA Provider for a Job Capacity Assessment.**
- 3.10. **Where an Eligible Job Seeker (Uncapped) is referred to the Provider by another DEN Provider in accordance with clause 6.10, that Eligible Job Seeker (Uncapped) will not be counted towards the Provider's Business Share.**

***Rapid Reconnection***

- 6.12 Where a DEN Participant has an appointment in relation to a Rapid Reconnection, the Provider must meet with the DEN Participant for the purpose of Commencing or Resuming their participation in the DEN Programme.
- 6.13 Where a DEN Participant fails to attend an appointment with the Provider in relation to a Rapid Reconnection, the Provider must notify Centrelink on DEEWR's IT System of:
- a. the failure; and
  - A. where known, the reason for the failure;

on the same Business Day of the appointment.

## 70. **JOB CAPACITY ASSESSMENTS**

---

### *Departmental Referral to Job Capacity Assessments*

- 3.0. **DEEWR may refer an Eligible Job Seeker (Uncapped) to a Department Referred Job Capacity Assessment at any time.**
- 3.1. **If an Eligible Job Seeker (Uncapped) is referred by DEEWR to a Job Capacity Assessment under clause 7.1, DEEWR will inform the Provider of the referral in writing.**
- 3.2. **Where DEEWR refers an Eligible Job Seeker (Uncapped) to a Department Referred Job Capacity Assessment in accordance with clause 7.1, that person will continue to be counted towards the Provider's Business Share.**
- 7.4 **The Provider must review and revise, as appropriate, the referred Eligible Job Seeker's (Uncapped) Activity Agreement or Voluntary Activity Agreement within ten (10) Business Days of the notice from DEEWR under clause 7.2.**

### *Provider Referral to Job Capacity Assessments*

- 1.5. **The Provider may refer an Eligible Job Seeker (Uncapped) to a Provider Referred Job Capacity Assessment if:**
  - A. an Eligible Job Seeker (Uncapped) is found to be not suited to the **DEN** Programme at or after the Initial Interview;
  - B. an Eligible Job Seeker (Uncapped) is identified as requiring assistance through the Supported Wage Scheme (and is unable to work at a wage that is determined under an applicable award, special wage permit, certified agreement, individual employment contract or workplace agreement or any other industrial instrument or decision) and an assessment of their eligibility for the Supported Wage System is required;
  - C. the Provider considers that Eligible Job Seeker (Uncapped) is unsuited to the **DEN** Programme during the Employment Assistance Phase;
  - D. the Eligible Job Seeker (Uncapped) is not in Employment for 15 hours a week after 24 Months or after 6 Months of post employment placement support in the **DEN** Programme, whichever is later; or
  - E. the Eligible Job Seeker (Uncapped) is seeking to return from Exit 24 Months or more after the initial **DEN** Programme assistance.

7.6 **The Provider must review and revise, as appropriate, the referred Eligible Job Seeker's (Uncapped) Activity Agreement or Voluntary Activity Agreement**

within ten (10) Business Days of the Provider Referred Job Capacity Assessment.

- 7.7 Where the Provider refers an Eligible Job Seeker (Uncapped) to a Provider Referred Job Capacity Assessment in accordance with clause 7.5, that person will continue to be counted towards the Provider's Business Share.**

## 71. INFORMATION ABOUT PAYMENTS

---

### *General*

#### **3.0. The Provider must:**

- A. claim all payments, other than the Remote Services Fee, 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 Procedures; and
  - D. complete all claims truthfully.
- 3.1. 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.
- 3.2. DEEWR will not accept any claims for payment submitted by the Provider more than 20 Business Days after the Programme Completion Date.
- 3.3. The level of payments to the Provider will be determined in accordance with clause 9.1.
- 3.4. DEEWR may increase the value ascribed to some or all of the Fees set out in Schedule C1 upon 20 Business Days notice of the change. An increase under this clause 8.5 is not a variation to this Deed.
- 3.5. If a payment has been made under this Deed 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.
- 3.6. If a payment has been made under this Deed 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*

- 3.7. 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 Deed; 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:
  - A. this clause 8.8; or
  - A. the Provider's failure to submit the claim within 3 Months.

## **8A ANNUAL FINANCIAL STATEMENTS**

---

- 8A.1 The Provider must provide to DEEWR its financial statements within one (1) month of its annual general meeting or within one (1) month after the compilation of the financial statements where no annual general meeting is held, and, in any case, no later than six (6) months after the end of its financial year. If the Provider is a consortium of legal entities or a partnership, then the Provider provides one (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.
- 8A.2 DEEWR may take action under clause 40 of Part A [Remedies] or elect to terminate this Deed in accordance with clause 42 of Part A [Termination for Default], if the Provider is more than one (1) month overdue in providing its financial statements to DEEWR.

## **72. DETERMINATION AND CLASSIFICATION OF PAYMENT LEVELS**

---

### *The process*

- 3.0. **Following the receipt of the DPI for a DEN Participant (Uncapped), DEEWR will conduct an assessment of the information supplied about the DEN Participant (Uncapped), and, based on that assessment, assign a classification of payment level for that person.**
- 3.1. **The classification for a particular payment will remain the same for all payments of that type, unless a redetermination is permitted under this Part C.**

### *Restrictions on the determination process*

- 3.2. **The Provider acknowledges and agrees that:**
  - A. information about the process for the determination and classification of payment levels under this Deed and the Programme Procedures, or any reassessment, will not be disclosed by DEEWR to the Provider except as allowed by the Programme Procedures;
  - B. if the information described in clause 9.3(a) comes into the possession of the Provider, it will:
    - A. immediately return the information to DEEWR;
    - A. not keep a copy of the information; and
    - A. not disclose the contents of the information;

- C. unless expressly permitted, a determination, redetermination or classification of payments under this Deed or the Programme Procedures:
  - A. will be made in DEEWR's absolute discretion; and
  - A. cannot be the subject of an appeal or review process; and
- D. the Provider may make details of completed DPIs relating to a **DEN** Participant (Uncapped) available to that **DEN** Participant (Uncapped) if requested, but may not release any copy of those forms without DEEWR's prior written permission.

## 73. **DPI REDETERMINATIONS**

---

### *Department Initiated DPI Redetermination*

- 3.0. DEEWR may instruct the Provider to conduct a Department Initiated DPI Redetermination on an Eligible Job Seeker (Uncapped) at any time.
- 3.1. DEEWR may, in its absolute discretion, conduct a Department Initiated DPI Redetermination in accordance with the Programme Procedures.
- 3.2. If DEEWR instructs the Provider to conduct a Department Initiated DPI Redetermination under clause 10.1, DEEWR will inform the Provider in writing that the redetermination is to be conducted, together with an explanation of why it is to be conducted.
- 3.3. Upon notice from DEEWR that a Department Initiated DPI Redetermination is to be conducted, the Provider must submit, within 3 Months of the date of that notice, a DPI that complies with the Programme Procedures for each Eligible Job Seeker (Uncapped) to which the redetermination relates.

### *Provider Initiated DPI Redeterminations*

- 3.4. The Provider may conduct a Provider Initiated DPI Redetermination if there has been a demonstrable change in the support requirements of an Eligible Job Seeker (Uncapped).

10.6. **If a Provider Initiated DPI Redetermination is conducted, the Provider must update the Activity Agreement or Voluntary Activity Agreement for the person to whom the redetermination relates as soon as reasonably practicable.**

- 1.7. The Provider acknowledges that, for the purposes of a Provider Initiated DPI Redetermination, loss of employment by an Eligible Job Seeker (Uncapped) will not be a demonstrable change in support requirements.

### *Evidence needed for Provider Initiated DPI Redeterminations*

#### **3.5. The Provider must:**

- A. ensure that evidence in support of a Provider Initiated DPI Redetermination meets the requirements of the Programme Procedures;



- B. retain all of the supporting evidence referred to in clause 10.8(a) in relation to any Provider Initiated DPI;
- C. provide copies of the supporting evidence referred to in clause 10.8(a) to DEEWR within 10 Business Days of a notice from DEEWR that this evidence is required; and
- D. provide copies of, or access to, the supporting evidence referred to in clause 10.8(a) to DEEWR for the purpose of conducting an inspection or audit under this Deed.

***Effect of a Provider Initiated DPI Redetermination***

- 3.6. **If a Provider Initiated DPI Redetermination results in a change in the Employment Assistance Fees level payable for an Eligible Job Seeker (Uncapped), the new payment level will apply to the next Monthly payment after the redetermination is made, and to all following payments.**
- 3.7. **A Provider Initiated DPI Redetermination is not retrospective in effect and will not be backdated to any point in time, including to the date of the redetermination.**
- 3.8. **The Provider may only conduct a further Provider Initiated DPI Redetermination for the same person after receiving 3 Employment Assistance Fees payments from the date of the previous determination or redetermination.**

74. **COMPLAINTS**

---

- 3.0. **In addition to the requirements under clause 36 of Part A of this Deed, the Provider must:**
  - A. when providing information to DEN Participants (Uncapped) about making Complaints, ensure that the Provider provides information about the Complaints Resolution and Referral Service (CRRS);
  - B. cooperate with the CRRS and DEEWR to resolve Complaints by:
    - A. providing any relevant documentation related to the Complaint (including any of the Provider's policy, procedures and records) to the CRRS and DEEWR;
    - A. allowing the CRRS to access the Provider's Sites to inspect relevant records; and
    - A. not preventing DEN Participants (Uncapped) or the Provider's staff from being interviewed by the CRRS; and
  - C. assist and allow DEN Participants (Uncapped) to access advocacy support to deal with a Complaint.

75. **NOTIFICATION TO CENTRELINK**

---

- 3.0. **In respect of any DEN Participants (Uncapped) who are in receipt of Unemployment Allowance(s), the Provider must notify Centrelink of any:**

- A. change in the circumstances of a **DEN** Participant (Uncapped); and
- B. non-compliance or possible non-compliance by a **DEN** Participant of obligations relating to Unemployment Allowance(s), by way of a participation report prepared in accordance with the Programme Procedures,

within 5 Business Days of becoming aware of the change in circumstances, non-compliance or possible non-compliance.

- 3.1. **The Provider must respond within 5 Business Days to any request for information by Centrelink or DEEWR about any change in circumstances, non-compliance or possible non-compliance referred to in clause 12.1.**

## 76. **WAGE SUBSIDY SCHEME AND WORKPLACE MODIFICATIONS SCHEME**

---

### *Wage Subsidy Scheme*

- 3.0. **The Provider may, but is not obliged to, pay a wage subsidy under the Wage Subsidy Scheme to an Employer with respect to a **DEN** Participant (Uncapped).**
- 3.1. **If the Provider pays a wage subsidy in accordance with clause 13.1, the Provider must:**
  - A. ensure that the payment is in accordance with the Wage Subsidy Scheme Guidelines;
  - B. arrange for payment, from its own funds, of the wage subsidy to the Employer for that **DEN** Participant (Uncapped); and
  - C. submit a claim for reimbursement of the wage subsidy through DEEWR's IT System.
- 3.2. **The Provider must not pay a wage subsidy under the Wage Subsidy Scheme to the Provider's Own Organisation or a Related Entity.**
- 3.3. **DEEWR will reimburse the wage subsidy to the Provider in accordance with, and subject to, the requirements for payment under the Wage Subsidy Scheme Guidelines.**

### *Workplace Modifications Scheme*

- 3.4. **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 a **DEN** Participant (Uncapped).**
- 3.5. **If the Provider makes an application for assistance in accordance with clause 13.5, the Provider must, in accordance with the Workplace Modifications Guidelines:**
  - A. submit the application;

- B. upon notification from DEEWR or its nominated representative that the application has been approved, arrange for payment, from its own funds, of the Approved Amount for the sole purpose of the purchase of workplace adjustments or modifications for the **DEN** Participant (Uncapped) who is the subject of the application; and
  - C. submit a claim for reimbursement of the Approved Amount through DEEWR's IT System.
- 3.6. DEEWR will reimburse Approved Amounts to the Provider in accordance with, and subject to, the requirements for payment under the Workplace Modifications Scheme Guidelines.**
- Monitoring by DEEWR*
- 3.7. DEEWR will monitor:**
- A. in relation to the Wage Subsidy Scheme, the Provider's payment and claims for reimbursement of amounts paid; and
  - B. in relation to the Workplace Modifications Scheme, the Provider's use, and claims for reimbursement, of Approved Amounts,
- in accordance with clauses 11, 12, 17 and 18 of Part A of this Deed.**
- 3.8. In particular, DEEWR will monitor the Provider's use and reimbursement of Approved Amounts under the Workplace Modifications Scheme where services, activities, facilities or products have been purchased from the Provider's Own Organisation or a Related Entity.**
- 3.9. The Provider acknowledges and agrees that:**
- A. an unethical manner for the purposes of clause 4.5(c) of Part A of this Deed includes any practice that:
    - A. involves inappropriately:
      - A. paying a wage subsidy under the Wage Subsidy Scheme; or
      - B. applying for an amount under the Workplace Modifications Scheme;
    - A. misuses or misappropriates:
      - C. a wage subsidy paid under the Wage Subsidy Scheme; or
      - D. an Approved Amount under the Workplace Modifications Scheme; or
  - A. involves an incorrect claim for reimbursement of expenses actually incurred or amounts actually paid by the Provider under a Scheme;
  - B. the practices described in clause 13.10(a) may result in DEEWR applying the sanctions set out in clauses 39 and 40 of Part A of this Deed;
  - C. for the purposes of clause 8 of Part A of this Deed, "Funds" includes payments to third parties with:
    - A. moneys paid under the Wage Subsidy Scheme; or

- A. approved for expenditure under the Workplace Modifications Scheme;
- D. clause 13 of Part A of this Deed applies to any amount determined by DEEWR to have been incorrectly reimbursed to the Provider under a Scheme;
- E. in addition to the requirements set out in clause 17.1 of Part A of this Deed, Progress Reports must include a list, and amounts, of expenses claimed or payments made under a Scheme and a description of the subsidy provided or adjustment or modification made to a workplace under the relevant Scheme; and
- F. in addition to the requirements set out in clauses 17, 28 and 29 of Part A of this Deed, the Provider must:
  - A. create and maintain full and accurate accounts and Records of expenses claimed or payments made under a Scheme including a description of the subsidy provided or adjustment or modification made to a workplace under the relevant Scheme; and
  - A. provide these accounts and Records to DEEWR upon request.

### **13A WORK EXPERIENCE PLACEMENTS**

---

- 13A.1 For the purposes of this clause 13A:
- (a) **‘Work Experience Placement’** or **‘WEP’** means voluntary work experience of a limited period, as notified by DEEWR from time to time;
  - (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 13A.1(a) and 13A.3 to a DEN Participant;
    - (ii) has not previously used the system of WEPs, described in this clause 13A, in a manner that contravenes the 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 Deed, as amended from time to time.
- 13A.2 The Provider or DEEWR may terminate a WEP at any time.
- 13A.3 Where the Provider places a DEN Participant into a WEP with a Host under this Deed, the Provider must ensure that:
- (a) the WEP is one that is intended to provide the DEN Participant 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 DEN Participant that the WEP itself will create legal relations between the DEN Participant, and:
  - (i) DEEWR;
  - (ii) the Provider; or
  - (iii) the Host;
- (c) both the DEN Participant and Host are aware that:
  - (i) the DEN Participant, the Host, the Provider or DEEWR may terminate the WEP at any time; and
  - (ii) the WEP is terminated immediately, if the DEN Participant and the Host decide to enter into a common law employment relationship;
- (d) prior to the commencement of the WEP:
  - (i) the DEN Participant 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 DEN Participant 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 DEN Participant's progress in their WEP, at the times, and in the manner, notified by DEEWR from time to time; and
- (h) the Provider complies with the WEP Programme Guidelines.

- 13A.4 From 1 January 2007, where the Provider places a DEN Participant into a WEP, DEEWR will provide personal accident and public liability insurance for the benefit of the DEN Participant (the amount and form of which is at DEEWR's absolute discretion), provided that:
- (a) the DEN Participant 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 13A.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 Deed including, but not limited to, clauses 17, 22.2, 28, 29 and 31 of Part A; and
  - (ii) any requirements in the WEP Programme Guidelines about conditions under which DEEWR will provide insurance for the benefit of DEN Participants whilst participating in WEPs.

*Note: For the avoidance of doubt, DEEWR will not provide insurance under this clause 13A.4 in respect of DEN Participants who participate in work experience and who are not eligible to receive insurance coverage in accordance with clause 13A.4(a).*

13A.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 Deed.

13A.6 The Provider must not demand or accept any payment from a Host in relation to a WEP.

## **13B. JOB SEEKER INCIDENT REPORTS**

---

13B.1 The Provider must submit a Job Seeker Incident Report on DEEWR's IT System, in accordance with the Programme Procedures, when an Incident occurs.

## **77. PHASED APPROACH TO THE PROVISION OF UNCAPPED STREAM SERVICES**

---

**3.0. The Uncapped Stream consists of the following three separate phases:**

- A. Intake Phase;
- B. Employment Assistance Phase; and
- C. Employment Placement Phase.

**3.1. The Provider must provide the Uncapped Stream - Services as outlined in the Programme Procedures:**

- A. through personalised assistance;
- B. based on the DEN Participant's (Uncapped) assessed needs; and

- C. through a continuation of services and regular contact with the **DEN** Participant (Uncapped), which must be promptly and accurately recorded on the DEEWR IT System.

## 78. INTAKE PHASE

---

### *General*

#### 3.0. The Intake Phase:

- A. commences on the Acceptance Date; and
- B. concludes when the Provider and the **DEN** Participant (Uncapped) have completed the relevant:
  - (i) Activity Agreement or Voluntary Activity Agreement;
  - (ii) DPI; and
  - (iii) Résumé Summary

#### 3.1. The Intake Phase consists of:

the Initial Interview; and

- (b) **authorisation of the DPI.**

### *Initial interview*

79. **The Initial Interview will be arranged by Centrelink or a JCA Provider through the Provider's electronic diary or other means as appropriate. Centrelink or the JCA Provider will inform the **DEN** Participant (Uncapped) of the date and time of the Initial Interview.**
- 

#### 3.2. **If the **DEN** Participant (Uncapped) does not attend the Initial Interview, the Provider must:**

- (i) **make two (2) attempts to contact the DEN Participant (Uncapped) and make another appointment within two (2) weeks of the Initial Interview appointment; and**
- B. if the attempts to contact the **DEN** Participant (Uncapped) are unsuccessful, notify Centrelink in accordance with the Programme Procedures.

#### 3.3. **At the Initial Interview, the Provider must:**

- A. provide the **DEN** Participant (Uncapped) with information about the:
  - A. Activity Agreement and Résumé Summary;
  - A. DPI and evidence gathering; and
  - A. the **DEN** Programme, including assistance available and Job Search Services;
- B. if required, complete and sign the compulsory component of the Activity Agreement; and

- (iii) accept or cross refer the DEN Participant (Uncapped) to a DEN Member on DEEWR's IT System.

*Period following the Initial Interview*

- 3.4. **Following the Initial Interview with the DEN Participant (Uncapped), the Provider must provide the following Uncapped Stream - Services:**
- A. record the details of each DEN Participant (Uncapped), including their Acceptance Date, on DEEWR's IT System;
  - B. complete the Activity Agreement;
  - C. complete the DPI;
  - D. complete the **Résumé Summary**, taking into account the particular labour market in the DEN Participant's place of residence;
  - E. provide Job Search Services;
  - F. prepare the DEN Participant (Uncapped) for, or engage the DEN Participant (Uncapped) in, employment opportunities; **and**
  - G. **provide Job Design Services.**

*Preparing the Activity Agreement and Voluntary Activity Agreements – general requirements for a DEN Participant (Uncapped)*

- 15.3 **DEEWR will issue the Provider with the approved forms of Activity Agreements and Voluntary Activity Agreements.**
- 15.4 **The Provider must ensure that within 20 Business Days of the Initial Interview, the DEN Participant (Uncapped) has, with the Provider's assistance, developed an Activity Agreement or a Voluntary Activity Agreement, as relevant, in accordance with the requirements set out in clause 15.9.**
- 15.5 **The Provider must:**
- (a) notify each DEN Participant (Uncapped) of:
    - (i) the requirement to enter into an Activity Agreement or a Voluntary Activity Agreement, as relevant;
    - (ii) the places and times at which the relevant agreement is to be negotiated; and
    - (iii) the requirement for the relevant agreement to set out what the DEN Participant (Uncapped) and the Provider will do during the Employment Assistance Phase, and, for Activity Agreement Job Seekers, the requirement for an Activity Agreement to detail the activity required to meet the Activity Test Requirements;
  - (b) ensure that the DEN Participant (Uncapped) understands their rights, responsibilities and obligations in relation to their agreement;



- (c) when entering into an Activity Agreement or a Voluntary Activity Agreement with a DEN Participant (Uncapped), use the form issued under clause 15.7; and
- (d) enter the details of the relevant agreement onto DEEWR's IT Systems.

**15.6 The Activity Agreement and Voluntary Activity Agreements must:**

- (a) comply with the Programme Procedures;
- (b) outline the obligations and activities that assist in achieving the planned employment goals of the DEN Participant (Uncapped);
- (c) take into account:
  - (i) the DEN Participant's (Uncapped) education, experience, skills and age;
  - (ii) the impact of any disability, illness, mental condition or physical condition of the DEN Participant (Uncapped) 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 DEN Participant (Uncapped) in accessing that market;
  - (iv) the participation opportunities available to the DEN Participant (Uncapped);
  - (v) the family and caring responsibilities of the DEN Participant (Uncapped);
  - (vi) the length of travel time required for compliance with the agreement; and
  - (vii) any other matters that the Provider considers relevant in the circumstances.
- (d) be revised by the Provider as required by the circumstances of the DEN Participant (Uncapped) or the Programme Procedures; and
- (e) if the DEN Participant (Uncapped):
  - (i) is an Activity Agreement Job Seeker, be signed by a Delegate; or
  - (ii) does not have Activity Test Requirements, be signed by the Provider.

***Activity Agreement Job Seekers***

**15.7 In relation to 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) in relation to a Parenting Payment Activity Agreement - sections 501 to 501E of the *Social Security Act 1991* (Cth);
  - (ii) in relation to a Youth Allowance Activity Agreement - sections 544A to 544E of the *Social Security Act 1991* (Cth); and

- (iii) in relation to a Newstart Activity Agreement - sections 605 and 607C of the *Social Security Act 1991* (Cth);
- (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 by clicking the relevant "Approve" button;
- (d) certify that:
  - (i) in negotiating the Activity Agreement, the sections set out at clause 15.11(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 required to meet the Activity Test Requirements;
- (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.

***DEN Participant's (Uncapped) conduct in relation to Activity Agreements and Voluntary Activity Agreements***

**15.8 If a DEN Participant (Uncapped) fails to:**

- (a) attend at the place and time arranged for the negotiation of an Activity Agreement or a Voluntary Activity Agreement;
- (b) respond to correspondence about the negotiation of an Activity Agreement or a Voluntary Activity Agreement;
- (c) agree to the reasonable terms, or any reasonable variation, of their Activity Agreement or Voluntary Activity Agreement as proposed in negotiation between the Provider or a Delegate and the DEN Participant (Uncapped);
- (d) enter into an Activity Agreement or a Voluntary Activity Agreement, as relevant;
- (e) comply with the terms of their Activity Agreement or a Voluntary Activity Agreement, as relevant; or
- (f) respond to a notification of an appointment by, or other requirement of, the Provider in relation to an Activity Agreement or a Voluntary Activity Agreement,

the Provider must:

- (g) if the failure has not yet been discussed, attempt to contact the DEN Participant (Uncapped) as soon as practicable to ascertain whether he or she had sufficient reason(s) for the failure; and
- (h) in the absence of either:
  - (ii) contact, after at least two (2) attempts, made on separate Business Days, to contact the DEN Participant (Uncapped); or
  - (iii) after contact, sufficient reason(s) for such failure,

the Provider, subject to clause 15.13:

- (i) must, in the case of an Activity Agreement Job Seeker:
  - (iv) notify Centrelink within five (5) Business Days of an absence under clause 15.12(h) in accordance with the Programme Procedures; and
  - (v) supply Centrelink with documentary evidence of such failure, reason(s), contact(s) or attempt(s), if requested by Centrelink; and
- (j) may, in the case of a DEN Participant (Uncapped) who does not have Activity Test Requirements, Exit them from the DEN Programme in accordance with clause 19, and the Programme Procedures.

**15.9** Where the Provider has or obtains evidence that demonstrates that a DEN Participant's (Uncapped) capacity to undertake the activities described in clause 15.10 has been impeded because of a particular circumstance, the Provider may, in its discretion, elect not to inform Centrelink in accordance with clause 15.12(i), or, in the case of a DEN Participant (Uncapped) who does not have Activity Test Requirements, elect not to Exit him or her from the DEN Programme. The Provider must document any such exercise of its discretion, including an outline of reasons why the discretion was exercised, on the DEN Participant's (Uncapped) file.

#### *Completion of the DPI*

**15.10** The Provider must complete the DPI for the DEN Participant (Uncapped) no sooner than 20 Business Days and no later than 50 Business Days after the Acceptance Date.

#### *Provision of Job Search Services*

**15.11** Following the Initial Interview, the Provider must provide Job Search Services to each DEN Participant (Uncapped).

#### *Provision of employment opportunities*

**15.12** Following completion of the DPI, the Provider must provide the DEN Participant (Uncapped) with an outline of how the Provider will canvass and approach Employers for employment opportunities for the DEN Participant (Uncapped).

## 16. EMPLOYMENT ASSISTANCE PHASE

---

### *General*

#### 16.1 The Employment Assistance Phase:

- (a) commences when the Intake Phase concludes; and
- (b) concludes when a **DEN** Participant (Uncapped) achieves an Uncapped 13 Week Employment Milestone.

#### 16.2 During the Employment Assistance Phase, the Provider must:

- (a) search for jobs for each **DEN** Participant (Uncapped) and build the **DEN** Participant's (Uncapped) capacity to participate in employment; and
- (b) in accordance with clause 16.6, provide support and information to the **DEN** Participant (Uncapped) during their initial 13 week period of Employment.

### *Assisting a **DEN** Participant (Uncapped) to obtain Employment*

#### 16.3 The Provider must:

#### 3.5. provide or purchase, as appropriate to each **DEN** Participant (Uncapped):

- (i) training as identified in the **DEN** Participant's (Uncapped) Activity Agreement or Voluntary Activity Agreement; including any prevocational or work preparation training such as communication, social or time management skills or assistance to adapt to a workplace environment;
  - (ii) counselling services, as identified in the **DEN** Participant's (Uncapped) Activity Agreement or Voluntary Activity Agreement;
  - (iii) on the job training as identified in the **DEN** Participant's (Uncapped) Activity Agreement or Voluntary Activity Agreement;
  - (iv) assistance to enable the **DEN** Participant (Uncapped) to obtain sustainable Employment;
  - (v) assistance to enable the **DEN** Participant (Uncapped) to undertake Self-employment as identified in the **DEN** Participant's (Uncapped) Activity Agreement or Voluntary Activity Agreement; and
  - (vi) a WEP, in accordance with clause 13A, and the **DEN** Participant's (Uncapped) Activity Agreement or Voluntary Activity Agreement.
- (b) maintain regular contact with the **DEN** Participant (Uncapped), preferably face to face but by the most appropriate means in the circumstances, at least once every Month
  - (c) provide assistance to enable the **DEN** Participant (Uncapped) to obtain sustainable Employment; and

- d. provide assistance to ensure the DEN Participant (Uncapped) is in Employment that pays a wage that is determined under an applicable award, special wage permit, certified agreement, individual employment contract or workplace agreement or any other industrial instrument or decision.

**16.4 In relation to clause 16.3(b), the Provider must:**

- (a) schedule regular contacts with each DEN Participant (Uncapped) in the Electronic Diary and promptly document each of those contacts on the DEEWR IT System;
- (b) advise each DEN Participant (Uncapped) of the date and time of their next contact during the course of each contact; and
- (c) 2 Business Days before any contact, remind each DEN Participant (Uncapped) about their upcoming contact using the DEN Participant's (Uncapped) preferred means of communication.

*Assisting Employers*

**16.5 The Provider must:**

- (a) actively promote and market the abilities of job seekers with disabilities;
- (b) actively participate in local area employer networks and forums, particularly in any local indigenous communities; and
- (c) provide assistance and training to Employers and staff to support the DEN Participant (Uncapped) in the workplace where appropriate.

*Additional activities*

**16.6 Once a DEN Participant (Uncapped) has obtained Employment, the Provider must, during the DEN Participant's (Uncapped) first 13 weeks of Employment:**

- (a) maintain regular contact with, and provide appropriate support to, the DEN Participant (Uncapped), preferably by face to face contact but by the most appropriate means in the circumstances, at least once every Month and promptly document each of those contacts on the DEEWR IT System;
- (b) where required, advocate on behalf of the DEN Participant (Uncapped);
- (c) assist Employers to access additional assistance that may be available to employers of people with disabilities;
- (d) where required, assist the Employer to prepare a job description for the DEN Participant (Uncapped); and
- (e) provide training information and awareness raising activities at the DEN Participant's (Uncapped) workplace.

**16.7 Once a DEN Participant (Uncapped) has obtained employment, the Provider must continue to provide assistance to the DEN Participant (Uncapped) for at least another 6 months if such assistance is deemed to be**

required by both the Provider and the **DEN** Participant (Uncapped). If the **DEN** Participant (Uncapped) obtains employment after the 18<sup>th</sup> month of Commencing in the **DEN** Programme, the Provider must continue to provide this assistance beyond the 24 months of the **DEN** Programme for a maximum of 6 months from obtaining employment, if such assistance is deemed to be required by both the Provider and the **DEN** Participant (Uncapped).

## **17. EMPLOYMENT PLACEMENT PHASE**

---

### *General*

#### **17.1 The Employment Placement Phase:**

- (a) commences when the Employment Assistance Phase concludes; and
- (b) concludes when a **DEN** Participant (Uncapped) Exits the Programme.

#### **17.2 During the Employment Placement Phase, the Provider must:**

- (a) assist each **DEN** Participant (Uncapped) to ensure that they:
  - (i) will be able to work independently within 24 Months from the Acceptance Date;
  - (ii) are in sustainable Employment;
  - (iii) are receiving a wage that is determined under an applicable award, certified agreement, individual employment contract or workplace agreement or any other industrial instrument or decision;
  - (iv) have met the goals set out in their Activity Agreement or Voluntary Activity Agreement; and
  - (v) have met their Activity Test Requirements;
- (b) contact the **DEN** Participant (Uncapped) at least once every 20 Business Days;
- (c) develop an Exit plan for each **DEN** Participant (Uncapped) in accordance with clause 17.3; and
- (d) prepare and complete an Exit report for each **DEN** Participant (Uncapped) in accordance with clauses 17.4 to 17.6.

### *Exit plans*

**17.3 The Provider must prepare an Exit plan for each **DEN** Participant (Uncapped), which must detail the steps the Provider and the **DEN** Participant (Uncapped) will take to achieve the **DEN** Participant's (Uncapped) independence in the workplace.**

### *Exit reports*

**17.4 Where an Eligible Job Seeker (Uncapped) has been placed in Employment for at least 15 hours per week, the Funding Recipient must prepare an Exit report within 20 Business Days of the **DEN** Participant's (Uncapped) Exit.**

**17.5 Where an Eligible Job Seeker (Uncapped) has not been placed in Employment for at least 15 hours a week within 24 Months of the Acceptance Date or 6 Months of receiving post employment placement support, the Provider must complete an Exit report for that Eligible Job Seeker (Uncapped):**

- (a) no earlier than 22 Months into the 24 Month period; and
- (b) no later than 5 Business Days before the date of Exit.

**17.6 The Exit report must detail:**

- (a) the reason for Exit;
- (b) the assistance provided or purchased on behalf of the DEN Participant (Uncapped);
- (c) the employment activities undertaken by the DEN Participant (Uncapped); and
- (d) any barriers to future employment or maintaining current Employment.

*Intermittent Support*

**17.7 If Exited as an Independent Worker (Uncapped), the Provider may provide intermittent support to that DEN Participant (Uncapped) after Exit.**

**17.8 If the Provider provides intermittent support in accordance with subclause 17.7, the Provider may be eligible to claim an Intermittent Support Fee as set out in clauses 20.39, 20.40 and 20.41 or an Intermittent Support Fee (Mental Health) as set out in clauses 20.39A, 20.40 and 20.41.**

## **18. BUSINESS SHARE**

---

**18.1 The Provider must only provide the Uncapped Stream - Services to DEN Participants (Uncapped) for the purposes of this Deed and the DEN Programme.**

**18.2 The Provider will be allocated DEN Participants (Uncapped) in accordance with the Allocation Process up to a maximum number of allocations determined by reference to the Provider's Business Share.**

**18.3 The Provider's Business Share *does* not guarantee the number of DEN Participants (Uncapped) who may be allocated to the Provider.**

**18.4 DEEWR may, by written notice and in its absolute discretion, direct that the Provider's Business Share be increased or decreased by an amount advised by DEEWR.**

**18.5 A direction under clause 18.4 may be specified in the notice to apply to part or all of the remaining Term of this Deed.**

## 19. ALLOWABLE BREAKS AND EXIT

---

### *Allowable Breaks*

- 19.1 A **DEN** Participant (Uncapped) may only have an Allowable Break from the **DEN** Programme in accordance with clause 19.2 and the Programme Procedures.
- 19.2 An Allowable Break can only be implemented where it is in the best interests of the **DEN** Participant (Uncapped) as determined by Centrelink.
- 19.3 The length of the Allowable Break will be determined by Centrelink.
- 19.4 An Allowable Break for a **DEN** Participant (Uncapped) will be administered in accordance with the Programme Procedures.
- 19.5 The Provider must suspend the **DEN** Participant (Uncapped) on DEEWR's IT System while the **DEN** Participant (Uncapped) is on an Allowable Break.
- 19.6 A **DEN** Participant (Uncapped) Resumes on the date they are reactivated by the Provider in DEEWR's IT System.
- 19.7 A **DEN** Participant (Uncapped) who Resumes after 24 Months of Commencing in the **DEN** Programme must be referred to a JCA Provider if the JCA is no longer valid.
- 19.8 The **DEN** Participant's (Uncapped) participation in the **DEN** Programme will not be extended by the length of the Allowable Break.
- 19.9 The Provider is not entitled to any payments with respect to a **DEN** Participant (Uncapped) while that **DEN** Participant (Uncapped) is on an Allowable Break.
- 19.10 A **DEN** Participant (Uncapped) will continue to count towards the Provider's Business Share during the period that the **DEN** Participant (Uncapped) is on an Allowable Break.
- 19.11 Payments for a **DEN** Participant (Uncapped) on an Allowable Break will resume with the next payment that may be due after the date the **DEN** Participant (Uncapped) returns from that Allowable Break.

### *Exits*

- 19.12 The Provider must ensure that a **DEN** Participant (Uncapped) Exits the **DEN** Programme when:
- (a) the **DEN** Participant (Uncapped) has achieved an Uncapped Full 26 Week Employment Outcome and no longer requires support;
  - (b) the **DEN** Participant (Uncapped) is an Independent Worker (Uncapped) who requires intermittent support only;
  - (c) the **DEN** Participant (Uncapped) has not been placed in Employment within 24 Months of Commencing the **DEN** Programme;



- (d) the **DEN** Participant (Uncapped) has received 24 Months assistance in the **DEN** Programme with at least 6 Months of post employment placement support (if required);
- (e) the **DEN** Participant (Uncapped) is no longer receiving the Newstart Allowance, the Youth Allowance or the Parenting Payment as determined in accordance with the Programme Procedures;
- (f) the **DEN** Participant (Uncapped) is assessed as being ineligible to receive an Uncapped Stream - Service as determined by a JCA Provider;
- (g) the **DEN** Participant (Uncapped) is unable to continue in Employment because of medical reasons or reasons related to their disability as assessed by a JCA Provider;
- (h) the Provider has referred the **DEN** Participant (Uncapped) to another **DEN** Provider and that **DEN** Provider has agreed to accept that **DEN** Participant (Uncapped);
- (i) the **DEN** Participant (Uncapped) can no longer participate in the **DEN** Programme from a Site because they have moved residence to another location not within the area or region serviced by that Site;
- (j) there are irreconcilable differences between the **DEN** Participant (Uncapped) and the Provider, and that **DEN** Participant (Uncapped) is referred to another **DEN** Participant (Uncapped); or
- (k) DEEWR instructs the Provider to Exit the **DEN** Participant (Uncapped).

**19.13 The Provider must Exit a **DEN** Participant (Uncapped) within 10 Business Days of notice of an event described in clause 19.12.**

**19.14 When a **DEN** Participant (Uncapped) is Exited, all payments will end with the last claim made.**

**19.15 The Provider must not provide any **DEN** Services to an Exited **DEN** Participant (Uncapped) and, subject to clauses 20.39 and 20.40, no payments will be made for any **DEN** Services provided to the **DEN** Participant (Uncapped) after the date of Exit.**

**19.16 If DEEWR determines, in its absolute discretion, that the Provider should have Exited a **DEN** Participant (Uncapped) because of an event or circumstance in clause **clause 19.12(a) to (k)**, any payments made to the Provider with respect to that **DEN** Participant (Uncapped) following the date of that event or circumstance will become a debt due to DEEWR.**

**19.17 A **DEN** Participant (Uncapped) who seeks to be Restarted with the Provider:**

- (a) within 24 Months of their Acceptance Date, is not a new commencement for the purposes of the Provider's Business Share; and
- (b) after 24 Months of their Acceptance Date, must be referred to a JCA Provider.

**19.18 Without limiting any other rights DEEWR may have, if DEEWR considers, for any reason, that the Provider is no longer providing **DEN** Services to a**

**DEN Participant (Uncapped), DEEWR may state its concerns in a series of written questions to the Provider.**

**19.19 The Provider must answer all such questions within 10 Business Days of receiving the questions from DEEWR.**

**19.20 If DEEWR considers, in its absolute discretion, that the answers provided by the Provider do not demonstrate that the Provider:**

- (a) has been providing **DEN** Services to a **DEN** Participant (Uncapped); or
- (b) had a sufficient reason for not providing **DEN** Services to a Participant (Uncapped),

DEEWR may require the Provider to Exit the **DEN** Participant (Uncapped), in which case clause 19.15 applies.

## **20. PAYMENTS**

---

### *Programme Remote Services Fee and Top Up Remote Services Fees*

**20.1 Subject to this clause 20, DEEWR will pay to the Provider the Programme Remote Services Fee and the Top Up Remote Services Fees in accordance with clause 9 of Part A of this Deed.**

**20.2 For the purposes of Part A of this Deed, the Programme Rate is calculated as follows:**

- (a) the sum of:
  - (i) the Intake Fee;
  - (ii) the DPI Assessment Fee; and
  - (iii) 4 Employment Assistance Fees at Level 2 DPI Classification;
- (b) to which a 20% Job Seeker Locational Loading is applied,
- (c) in the amount specified in Item C1.1 of Schedule C1.

**20.3 The Programme Remote Services Fee or the Top Up Remote Services Fee will not be paid twice for the same Eligible Job Seeker (Uncapped).**

**20.4 If the Provider fails to meet any of the requirements of each of:**

- (a) the Intake Fee;
- (b) the Assessment Fee; and
- (c) the Employment Assistance Fees;

in respect of an Eligible Job Seeker (Uncapped), that part of the Programme Remote Services Fee or the Top Up Remote Services Fees which are relevant to the failure (as determined by DEEWR) may be required by DEEWR to be refunded to DEEWR within 20 Business Days of notice to the Provider from DEEWR.

**20.5 If this Deed is terminated, any part of the Remote Services Fee or the Top Up Remote Services Fees remaining (as determined by DEEWR) may be**

required by DEEWR to be refunded to DEEWR within 20 Business Days of notice to the Provider from DEEWR.

- 20.6** Amounts referred to in clauses 20.4 and 20.5 which are unpaid to DEEWR, will be considered to be an amount owed to DEEWR under clause 13 of Part A [Repayments and Offsetting].
- 20.7** All other payments listed in this clause 20 are claimable and paid as described.

#### *Intake Fee*

- 20.8** The Provider is entitled to receive the Intake Fee for an Eligible Job Seeker (Uncapped) when the Provider has:
- (a) accepted the Eligible Job Seeker (Uncapped) into the DEN Programme; and
  - (b) recorded the Acceptance Date into DEEWR's IT System.
- 20.9** The Intake Fee is payable as part of the Programme Remote Services Fee or the Top Up Remote Services Fee and is not claimable as a separate payment.
- 20.10** The amount of the Intake Fee is set out in Item C1.2 of Schedule C1.

#### *Assessment Fee*

- 20.11** The Provider is entitled to receive the Assessment Fee for an Eligible Job Seeker (Uncapped) when:
- (a) the Provider has:
    - (i) authorised the DPI; and
    - (ii) completed a **Résumé Summary** in accordance with the Programme Procedures;
  - (b) 4 weeks has elapsed since the Acceptance Date; and
  - (c) the Provider or Delegate has completed, approved and signed, as relevant, an **Activity Agreement or Voluntary Activity Agreement with the Eligible Job Seeker (Uncapped)**.
- 20.12** The Assessment Fee is payable as part of the Programme Remote Services Fee or the Top Up Remote Services Fee and is not claimable as a separate payment.
- 20.13** The amount of the Assessment Fee is set out in Item C1.3 of Schedule C1.

#### *Employment Assistance Fees*

- 20.14** Subject to clause 20.15, the Provider is entitled to receive Employment Assistance Fees for an Eligible Job Seeker (Uncapped) when:
- (a) the Provider submits a completed claim for payment of the Employment Assistance Fee for that Eligible Job Seeker (Uncapped) in accordance with the Programme Procedures; and

- (b) the DPI for that Eligible Job Seeker (Uncapped) has been authorised.
- 20.15 The amount of each payment for a DEN Participant (Uncapped) will be as determined by the DPI and classification of payment levels under clause 9.1 and these amounts are set out in the Table of Payments.**
- 20.16 The Provider may claim the Employment Assistance Fees on a Monthly basis until:**
- (a) a 13 Week Employment Milestone Fee has been claimed; or
  - (b) 24 Months has elapsed since the Eligible Job Seeker's (Uncapped) Acceptance Date without the Eligible Job Seeker (Uncapped) being placed in Employment.
- 20.17 Monthly claims for payments must:**
- (a) show the number of Direct Support Hours provided to the DEN Participant (Uncapped); or
  - (b) where the DEN Participant (Uncapped) has not been supported, outline reasons, to the satisfaction of DEEWR, why support has not been provided.
- 20.18 The Provider must not claim more than:**
- (a) 19 Monthly payments for an Eligible Job Seeker (Uncapped) if that Eligible Job Seeker (Uncapped) is not placed in Employment within 24 months of the Acceptance Date; or
  - (b) 25 Monthly payments if the Eligible Job Seeker (Uncapped) is placed in Employment during their 24<sup>th</sup> Month in the DEN Programme and *does not* achieve an Uncapped 13 Week Employment Milestone.
- 20.19 If the Eligible Job Seeker (Uncapped) is Exited, the payments will end with the last payment made.**
- 20.20 The first four Monthly Employment Assistance Payments are payable as part of the Programme Remote Services Fee or the Top Up Remote Services Fee and are not claimable as a separate payment. The remaining Employment Assistance Payments cannot be claimed until at least 6 Months have passed since the Eligible Job Seeker's (Uncapped) Acceptance Date.**
- 20.21 Where the Provider is providing the post employment placement support in clause 16.7, the Provider may claim:**
- (a) Employment Assistance Fees until the 13 Week Milestone Fee is claimed; and
  - (b) Post Placement Fees after the 13 Week Milestone Fee is claimed.
- Post Placement Fees*
- 20.22 The Provider is entitled to claim the Post Placement Fees for an Eligible Job Seeker (Uncapped) when the Provider:**

- (a) submits a completed claim for payment of the Post Placement Fee for that Eligible Job Seeker (Uncapped) in accordance with the Programme Procedures; and
- (b) has claimed the Intermediate 13 Week Employment Milestone Fee or the Full 13 Week Employment Milestone Fee for that Eligible Job Seeker (Uncapped).

**20.23 Monthly claims for payments must:**

- (a) show the number of Direct Support Hours provided to Eligible Job Seeker (Uncapped); or
- (b) where the Eligible Job Seeker (Uncapped) has not been supported, outline reasons, to the satisfaction of DEEWR, why support has not been provided.

**20.24 A maximum of 20 Post Placement Fees are claimable. The amount of each payment for an Eligible Job Seeker (Uncapped) will be as determined by the DPI and classification of payment levels under clause 9.1 and these amounts are set out in the Table of Payments.**

**20.25 If the Eligible Job Seeker (Uncapped) is Exited, the payments will end with the last payment made.**

*4 Week Employment Milestone Fees*

**20.26 The Provider is entitled to claim an Intermediate 4 Week Employment Milestone Fee for an Eligible Job Seeker (Uncapped) when:**

- (a) the Eligible Job Seeker (Uncapped) has achieved the Uncapped Intermediate 4 Week Employment Milestone; and
- (b) the Provider has:
  - (i) confirmed the Employment in DEEWR's IT System; and
  - (ii) recorded the number of hours worked in each week by that Eligible Job Seeker (Uncapped).

**20.27 The Provider is entitled to claim a Full 4 Week Employment Milestone Fee for an Eligible Job Seeker (Uncapped) when:**

- (a) the Eligible Job Seeker (Uncapped) has achieved the Uncapped Full 4 Week Employment Milestone; and
- (b) the Provider has:
  - (i) confirmed the Employment in DEEWR's IT System; and
  - (ii) recorded the number of hours worked in each week by that Eligible Job Seeker (Uncapped).

**20.28 The amount of the Intermediate 4 Week Employment Milestone Fee and the Full 4 Week Employment Milestone Fee for an Eligible Job Seeker (Uncapped) will be determined by the DPI and classification of payment**

levels under clause 9.1 and these amounts are set out in the Table of Payments.

**20.29 The Provider is not entitled to claim the Intermediate 4 Week Employment Milestone Fee and the Full 4 Week Employment Milestone Fee for the same Eligible Job Seeker (Uncapped).**

*13 Week Employment Milestone Fees*

20.30 The Provider is entitled to claim an Intermediate 13 Week Employment Milestone Fee for an Eligible Job Seeker (Uncapped) when:

- (a) the Eligible Job Seeker (Uncapped) has achieved the Uncapped Intermediate 13 Week Employment Milestone;
- (b) the Eligible Job Seeker (Uncapped) has been in Employment for a consecutive four (4) week period with at least ten (10) hours in Employment per week immediately prior to claiming the Fee; and
- (c) the Provider has:
  - (i) confirmed the Employment; and
  - (ii) recorded the number of hours worked in each week by that Eligible Job Seeker (Uncapped),  
in DEEWR's IT System.

**20.31 The Provider is entitled to claim a Full 13 Week Employment Milestone Fee for an Eligible Job Seeker (Uncapped) when:**

- (a) the Eligible Job Seeker (Uncapped) has achieved the Uncapped Full 13 Week Employment Milestone;
- (b) the Eligible Job Seeker (Uncapped) has been in Employment for at least an average of 15 hours per week for a consecutive four week period immediately prior to claiming the Fee; and
- (c) the Provider has:
  - (i) confirmed the Employment in DEEWR's IT System; and
  - (ii) recorded the number of hours worked in each week by that Eligible Job Seeker (Uncapped).

**20.32 The amount of the Intermediate 13 Week Employment Milestone Fee and the Full 13 Week Employment Milestone Fee for an Eligible Job Seeker (Uncapped) will be determined by the DPI and classification of payment levels under clause 9.1 and these amounts are set out in the Table of Payments.**

**20.33 The Provider is not entitled to claim the Intermediate 13 Week Employment Milestone Fee and the Full 13 Week Employment Milestone Fee for the same Eligible Job Seeker (Uncapped).**

*26 Week Employment Outcome Fees*

**20.34 The Provider is entitled to claim an Intermediate 26 Week Employment Outcome Fee for an Eligible Job Seeker (Uncapped) when:**

- (a) the Eligible Job Seeker (Uncapped) has achieved the Uncapped Intermediate 26 Week Employment Outcome;
- (b) the Eligible Job Seeker (Uncapped) has been in Employment for a consecutive four week period with at least 10 hours in Employment per week immediately prior to claiming the Fee; and
- (c) the Provider has:
  - (i) confirmed the Employment in DEEWR's IT System; and
  - (ii) recorded the number of hours worked in each week by that Eligible Job Seeker (Uncapped).

**20.35 The Provider is entitled to claim a Full 26 Week Employment Outcome Fee for an Eligible Job Seeker (Uncapped) when:**

- (a) the Eligible Job Seeker (Uncapped) has achieved the Uncapped Full 26 Week Employment Outcome;
- (b) the Eligible Job Seeker (Uncapped) has been in Employment for a consecutive four week period with at least an average of 15 hours in Employment per week immediately prior to claiming the Fee; and
- (c) the Provider has:
  - (i) confirmed the Employment in DEEWR's IT System; and
  - (ii) recorded the number of hours worked in each week by that Eligible Job Seeker (Uncapped).

**20.36 The amount of the Intermediate 26 Week Employment Outcome Fee and the Full 26 Week Employment Outcome Fee for the Eligible Job Seeker (Uncapped) will be determined by the DPI and classification of payment levels under clause 9.1 and these amounts are set out in the Table of Payments.**

**20.37 The claim for payment of the:**

- (a) Intermediate 26 Week Employment Outcome Fee must be submitted within 3 Months of the Eligible Job Seeker (Uncapped) achieving the Uncapped Intermediate 26 Week Employment Outcome; and
- (b) Full 26 Week Employment Outcome Fee must be submitted within 3 Months of the Eligible Job Seeker (Uncapped) achieving the Uncapped Full 26 Week Employment Outcome.

**20.38 The Provider is not entitled to claim the Intermediate 26 Week Employment Milestone Fee and the Full 26 Week Employment Milestone Fee for the same Eligible Job Seeker (Uncapped).**

*Intermittent Support Fee*

**20.39 Subject to clause 20.40, the Provider is entitled to claim a one-off Intermittent Support Fee where the Provider:**

- (a) provides assistance to an Eligible Job Seeker (Uncapped) who:
  - (i) has been Exited following achievement of an Uncapped Full 26 Week Employment Outcome or Uncapped Intermediate 26 Week Employment Outcome;
  - (ii) is working at least 15 hours a week; and
  - (iii) will require support on at least two occasions over the next 12 Months; and
- (b) has:
  - (i) completed the Intermittent Support Fee form on DEEWR's IT System; and
  - (ii) provided evidence upon Exit that the Eligible Job Seeker (Uncapped) is likely to require support on at least two occasions over the next 12 Months.

*Intermittent Support Fee (Mental Health)*

**20.39A Subject to clause 20.40, the Provider is entitled to claim a one-off Intermittent Support Fee (Mental Health) where the Provider:**



- (a) provides assistance to a Eligible Job Seeker (Uncapped) who:
  - (i) has been Exited following achievement of an Uncapped Full 26 Week Employment Outcome or Uncapped Intermediate 26 Week Employment Outcome;
  - (ii) is working at least 15 hours a week; and
  - (iii) will require support on at least four occasions over the next 12 Months due to mental illness; and
- (b) has:
  - (i) completed the Intermittent Support Fee form on DEEWR's IT System; and
  - (ii) checked the Intermittent Support (Mental Health) indicator on DEEWR's IT System; and
  - (iii) provided evidence upon Exit that the Eligible Job Seeker (Uncapped) is likely to require support on at least four occasions over the next 12 Months.

**20.40 The number of Intermittent Support Fees and Intermittent Support Fees (Mental Health) that the Provider may claim in any one Financial Year is limited to 20% of Eligible Job Seekers (Uncapped) who:**

- (a) Commenced in the previous Financial Year; or
- (b) Commence in the current Financial Year, if that is the first year that the Provider has provided Uncapped Stream - Services.

20.41. The amount of the Intermittent Support Fee and the Intermittent Support Fee (Mental Health) is set out in Item C1.5 of Schedule C1.

*Eligible Workers (Uncapped) whose Employment is in Jeopardy*

**20.42 The Funding Recipient is entitled to claim an Intake Fee and a maximum of 6 payments of the Level 1 Post Placement Fees if the Employment of an Eligible Worker (Uncapped) is in Jeopardy.**

*New Apprenticeship Fees*

**20.43 The Provider is entitled to claim New Apprenticeship Fees for Eligible Job Seekers (Uncapped) who have undertaken a New Apprenticeship for:**

- (a) 4 weeks;
- (b) 13 weeks; or
- (c) 52 weeks.

**20.44 The Provider is entitled to claim the 52 week fee for every 12 Months that an Eligible Job Seeker (Uncapped) completes as a New Apprentice**

**20.45 The New Apprenticeships Fee amounts are specified in Item C1.6 of Schedule C1.**

*Additional Employment Outcome Fee*

**20.46 The Provider is entitled to claim an Additional Employment Outcome Fee for a DEN Participant (Uncapped) when:**

- (a) the DEN Participant (Uncapped) has been in Employment for at least an additional 13 weeks after the Provider has claimed the Uncapped Full 26 Week Employment Outcome Fee;
- (b) the Employment has been for:
  - (i) 30 hours or more per week for at least an additional 13 weeks; or
  - (ii) more than 15 hours per week for at least an additional 13 weeks and provides a wage that results in a total reduction of income support; and
  - (iii) that 13 weeks period commenced during the period that the Provider provided DEN Services to the DEN Participant (Uncapped); and
- (c) the Provider has:
  - (i) confirmed the Employment in DEEWR's IT System; and
  - (ii) recorded the number of hours worked in each week by that Eligible Job Seeker (Uncapped).

**20.47 The amount of the Additional Employment Outcome Fee is set out in Item C1.7 of Schedule C1.**

*Eligible Job Seeker Locational Loading*

**20.48 The Provider is entitled to claim an Eligible Job Seeker Locational Loading when:**

- (a) an Eligible Job Seeker (Uncapped) is receiving DEN Services from a Rural or Remote Outlet; and
- (b) the Relevant Travel Time exceeds one hour.

**20.49 The Eligible Job Seeker Locational Loading will be:**

- (a) applied to any payment made to the Provider by DEEWR with respect to the DEN Participant (Uncapped) referred to in clause 20.48; and
- (b) calculated in accordance with the Eligible Job Seeker Locational Loading in Item C1.8 of Schedule C1.

**20.50 For payments to which clauses 20.48 and 20.49 apply, GST will be calculated after the Eligible Job Seeker Locational Loading is added.**

*Wage Subsidy Scheme Fee*

**20.51 The Provider is entitled to claim a Wage Subsidy Scheme Fee for each Eligible Job Seeker (Uncapped) when:**

- (a) the Eligible Job Seeker (Uncapped) has achieved an Uncapped Wage Subsidy Employment Outcome;
- (b) the Employment has been recorded in the DEEWR IT System; and
- (c) the Provider has paid a wage subsidy under the Wage Subsidy Scheme to the Eligible Job Seeker's (Uncapped) Employer.

**20.52 The amount of the Wage Subsidy Scheme Fee is set out in Item C1.9 of Schedule C1.**

## Remote Services Deed 2006-2009

### Part C—Disability Employment Network Programme

#### Schedule C1: Fees and Funds

---

##### Item C1.1 – Programme Rate

The amount of the Programme Rate is \$3102 (GST inclusive).

---

##### Item C1.2 - Intake Fee

The amount of the Intake Fee is \$302.50 (GST inclusive).

---

##### Item C1.3 – Assessment Fee

The amount of the DPI is \$610.50 (GST inclusive).

---

##### Item C1.4 - Fees payable from 1 July 2006 (GST Inclusive)

Payment	Level 1	Level 2	Level 3	Level 4
Employment Assistance Fees	\$247.50	\$418	\$649	\$1006.50
Uncapped Intermediate 4 Week Employment Milestone Fee	\$220	\$341	\$484	\$759
Uncapped Full 4 Week Employment Milestone Fee	\$880	\$1375	\$1958	\$3025
Uncapped Intermediate 13 Week Employment Milestone Fee	\$220	\$341	\$484	\$759
Uncapped Full 13 Week Employment Milestone Fee	\$880	\$1375	\$1958	\$3025
Uncapped Intermediate Employment Outcome Fee	\$440	\$682	\$968	\$1518
Uncapped Full Employment Outcome Fee	\$1760	\$2827	\$3916	\$6050
Post Placement Fees	\$247.50	\$291.50	\$456.50	\$704

---

### **Item C1.5 – Intermittent Support Fee and Intermittent Support Fee (Mental Health)**

The amount of the Intermittent Support Fee is \$302.50 (GST inclusive).

The amount of the Intermittent Support Fee (Mental Health) is \$605 (GST inclusive).

---

### **Item C1.6 - New Apprenticeship Fee**

<b>Payment</b>	<b>Amount</b>
After 4 weeks as a New Apprentice	\$121
After 13 weeks as a New Apprentice	\$242
After 52 weeks as a new Apprentice	\$363

---

### **Item C1.7 - Additional Employment Outcome Fee**

The amount of the Additional Employment Outcome Fee is \$1650 (GST inclusive).

---

### **Item C1.8 – Eligible Job Seeker Locational Loading:**

Providers located in the four ARIA classifications of Accessible, Moderately Accessible, Remote and Very Remote may be eligible to claim the Job Seeker Locational Loading, based on the relevant one-way travel time required by car (which must exceed one hour).

<b>Relevant Travel Time</b>	<b>Applicable Job Seeker Locational Loading</b>
Less than one hour.	Zero per cent.
At least one hour but less than two hours.	10 per cent of any payments that may be claimed in relation to a DEN Participant (Uncapped).
At least two hours but less than three hours.	20 per cent of any payments that may be claimed in relation to a DEN Participant (Uncapped).
More than three hours.	30 per cent of any payments that may be claimed in relation to a DEN Participant (Uncapped).

---

---

**Item C1.9 – Wage Subsidy Scheme Fee**

The amount of the Wage Subsidy Scheme Fee is up to a maximum of \$110 (GST inclusive).

---

## **Remote Services Deed 2006-2009**

### **Part C—Disability Employment Network Programme**

#### **Schedule C2: Deed and Business Details**

---

This Schedule provides specific DEEWR, Provider and business details pursuant to Part A and the relevant Specific Conditions of this Deed. When completed for an individual Provider it is included with the relevant executed Remote Services Deed 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	25/5/07		Original version of document (GRDV2 changes)
Version 2	5/08/08		GRSDV4 changes added
Version 2.1			

© Commonwealth of Australia 2006

This work is copyright. You may display, print and reproduce this material in unaltered form only (retaining this notice) for your personal, non-commercial use or use within your organisation. Apart from any use as permitted under the *Copyright Act 1968*, all other rights are reserved.





**Australian Government**

---

**Department of Education, Employment and Workplace Relations**

**PART D**

**SPECIFIC CONDITIONS**

**REMOTE SERVICES DEED  
2006-2009**

**JOB NETWORK SERVICES PROGRAMME**



## CONTENTS

1. Interpretation.....	3
2. Job Network Services Programme.....	17
3. Job Search Support Services .....	19
4. JN Remote Intensive Support Services.....	22
5. Job search facilities.....	31
6. Activity Agreements .....	34
7. Job Seeker Account .....	37
8. Training Account.....	40
9. Length of assistance to a FJNE Job Seeker .....	42
10. Fees .....	42
11. Referrals, relocation and change of Provider .....	47
11A. Appointments for Eligible Job Seekers.....	50
12. [Reserved].....	51
13. Promotion of the Job Network Services Programme .....	51
14. Insurance.....	51
15. Continuation of the Programme after Programme Period.....	52
<b>SCHEDULE A.....</b>	<b>[Reserved]</b>
<b>SCHEDULE D1 PAYMENTS AND CONTACTS.....</b>	<b>53</b>
Table 1: Job Network Services Programme Fees.....	53
Table 2: Intensive Support Outcome Payments .....	55
Table 3: Contacts Schedule.....	56
<b>SCHEDULE D2 Deed and Business Details.....</b>	<b>58</b>



## 1. INTERPRETATION

---

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 the Job Network Services Programme as refined by the Commonwealth government from time to time;
  
- (aaa) [Reserved]
  
- (aab) **'Activity Agreement Job Seeker'** means a FJNE Job Seeker who is required under the *Social Security Act 1991* to enter into a Newstart Activity Agreement or a Youth Allowance Activity Agreement;
  
- (b) **'Activity Test Penalty Period'** has the meaning given to that term by the *Social Security Act 1991*;
  
- (b) **'Age Pension'** has the meaning given to that term by the *Social Security Act 1991 (Cth)*;
  
- (bII) **'Aged 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 per 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 D1 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 3.9F-3.9G;
- (g) [Reserved]
- (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) [Reserved]
- (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;
- (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;

- (ka) '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 the Job Network Services Programme for and on behalf of the Provider;
- (l) [Reserved]
- (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 JN Remote Intensive Support Customised Assistance, which may continue to completion with the Fully Job Network Eligible Job Seeker's agreement;
  - (iii) is referred to The Disability Open Employment Service Programme 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;
  - (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;
  - (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;
  - (viii) who is not the subject of an activity test chooses to withdraw from Job Network Services Programme;
  - (ix) who has commenced JN Remote 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 D1 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;
- (p) **'FACSIA'** 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;
- (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 Job Network Services Programme;

- (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) **'IEC Participant'** means a CDEP Participant who:
  - (i) agrees to become an IEC Participant;
  - (ii) is identified by the IEC as an IEC Participant; and
  - (iii) is registered with Centrelink as looking for work;
  
- (va) **'Income Support Payment'** has the same meaning as 'income support payment' in the *Social Security Act 1991 (Cth)*;
  
- (w) **'Indigenous Employment Centres'** and **'IEC'** means an entity that is established and operated by a CDEP Organisation under direct funding from DEEWR to deliver services under the *IEC Contract*;
  
- (x) [Reserved]
- (y) [Reserved]
- (z) [Reserved]
- (aa) [Reserved]
- (ab) [Reserved]
  
- (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 D1 of this Part;
- (ae) [Reserved]
- (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 JN Remote Intensive Support Commencement Date;

(B) been lodged in DEEWR IT Systems on or after the JN Remote 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 JN Remote Intensive Support Services;

(afa) **'JN Remote Intensive Support Commencement Date'** means the date on which an 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;

(afb) **'JN Remote Intensive Support Customised Assistance'** means that part of the Job Network Services Programme that the Provider is required to provide under clauses 4.18 to 4.23 inclusive;

(afc) **'JN Remote Intensive Support Services'** means that part of the Job Network Services Programme that the Provider is required to provide under clause 4, and 'IS' has a corresponding meaning;

(afd) 'JN Remote 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 a JN Remote Intensive Support Intermediate Payment;
- (afe) **'JN Remote Long Term Unemployed Services'** means that part of the Job Network Services Programme described at clause 4.20;
- (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 the Job Network Services Programme;
- (ah) [Reserved]

- (ai) **'Job Network Services Programme Fee'** means the Fee payable under clause 10 and set out in Table 1 of Schedule D1 of this Part;
- (aj) [Reserved]
- (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 that part of the Job Network Services Programme the Provider is required to provide under clause 3 and 'Job Search Support' has a corresponding meaning;
- (apa) **'Job Search Training'** means that part of the Job Network Services Programme that the Provider is required to provide under clause 4.13;

(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 JN Remote 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) \$1350 (including GST) for each Fully Job Network Eligible Job Seeker who is commencing JN Remote Intensive Support Customised Assistance for the first time during a continuous period of Registration;
- (iii) [Reserved]
- (iv) an additional \$225 (including GST) for each Fully Job Network Eligible Job Seeker who is commencing JN Remote 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 JN Remote Intensive Support Customised Assistance;
- (v) \$750 (including GST) for each Fully Job Network Eligible Job Seeker who is commencing a JN Remote Long Term Unemployed Services for the first time during a continuous period of Registration;
- (vi) [Reserved]
- (vii) an additional \$125 (including GST) for each Fully Job Network Eligible Job Seeker who is commencing a JN Remote Long Term Unemployed Services for the first time during a continuous period of Registration and who is identified as having a Locational Disadvantage before commencing the JN Remote Long Term Unemployed Services;

(vii) \$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;

(viii) 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;

(ix) [Reserved]

(x) \$500 (including GST) for each AP Job Seeker who commences ESAP;

(xi) 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 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) **'JKA Job Seekers'** means:
- (a) FJNE Job Seekers who have commenced in either Job Search Support or JN Remote 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) [Reserved]
- (ava) **'NEIS Intensive Support Outcome'** occurs where, for the duration of an Interim Payment Period, a NEIS Participant, commenced in JN Remote 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 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 to provide NEIS;

(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 the Job Network Services Programme under this Deed;

(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) **'Preliminary Outcome Payments'** means the payments paid in accordance with clauses 10.2 and 10.8B;
- (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 the Job Network Services Programme as recorded on DEEWR IT Systems, following which, the Eligible Job Seeker remains registered on DEEWR IT Systems whilst receiving the Job Network Services Programme, 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;

(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 HEC 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 JN Remote Intensive Support Services;

(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 both JN Remote Intensive Support Customised Assistance and JN Remote Long Term Unemployed Services within the current period of registration; or
  - (ii) any other person that DEEWR may notify the Provider from time to time;
- (bi) **'Resume 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)(viiA) and 1.1(aq)(viiB);

(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 Deed 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 D, are 'Participants' for the purposes of Part A of this Deed.
- 1.4 Where the term 'NEIS' is used in these Specific Conditions, that term refers to both the service known as the New Enterprise Incentive Scheme (which is delivered pursuant to the *Employment Services Contract 2006-2009*), and the Programme known as the New Enterprise Incentive Scheme Programme.

## **2. JOB NETWORK SERVICES PROGRAMME**

---

- 2.1 The Job Network Services Programme will consist of two elements:
- (a) Job Search Support Services; and
  - (b) JN Remote Intensive Support Services.
- 2.1A The Programme Start Date is set out in Item D2.3 of Schedule D2 and the Programme Period is set out in Item D2.4 of Schedule D2.
- 2.2 Where the Provider is providing the Job Network Services Programme, 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 Programme Period, DEEWR may terminate this Part D, in accordance with clause 42 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 the Job Network Services Programme only in the Remote Employment Service Area(s) and at the Sites set out in the table in Item D2.10 of Schedule D2 to Eligible Job Seekers.

2.4A The Provider must ensure that the Sites are open for the provision of the Job Network Services Programme at the times specified in the table in Item D2.10 of Schedule D2.

2.5 The Provider must provide the Job Network Services Programme 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 the Programme 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 [Reserved]

2.7 [Reserved]

2.8 In respect of any Eligible Job Seekers who are in receipt of Unemployment Allowance(s), the Provider must notify Centrelink 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**

---

- 3.1 The Provider must provide Job Search Support Services to Eligible Job Seekers:
- (a) immediately upon the Eligible Job Seeker's referral by Centrelink, DEEWR or another party identified by DEEWR, or upon Registration by the Provider, unless DEEWR has granted approval for commencement of Job Search Support Services at a later date; and
  - (b) must continue to provide the Job Search Support Services until the Eligible Job Seeker is no longer eligible to receive the Job Network Services Programme.
- 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 Job Network Services Programme and Job Placement Services;
  - (b) creating and lodging a **Resume Summary** and lodging a resume in DEEWR IT Systems and ensuring the Eligible Job Seeker has a copy of their résumé;
  - (c) explaining how JobSearch matches **Resume 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 6 months in respect of EP Job Seekers who are FJNE Job Seekers; or
  - (ii) for a period of 3 months in respect of EP Job Seekers who are JSSO Job Seekers,
  - (iii) commencing upon referral or Registration of the EP Job Seeker; and
- (b) each EP Job Seeker with recent work experience for a period 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 Deed the Provider must provide an EP Job Seeker with EP Services and any other elements of the Programme during a period of time, those elements 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 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 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 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) for each EP Job Seeker with recent work experience, have contact with the EP Job Seeker at least 2 more times within the period of EP Services;

- (c) 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; and
  - (c) update the EP Job Seeker's 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 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.

3.4 K 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 commence the FJNE Job Seeker in JN Remote Intensive Support Services, in accordance with clause 4.

3.6 Where the Provider commences a FJNE Job Seeker in JN Remote Intensive Support Services in accordance with clause 3.5, the Provider must, where appropriate to the needs of the FJNE Job Seeker also provide the FJNE Job Seeker with:

- (a) the Job Search Support Services described in clauses 3.4 and 3.4A; and
- (b) EP Services.

***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 activities contained in clauses 3.4 and 3.4A – 3.4J, the Provider must also provide the Job Search Support Services to JSSO Job Seekers registered by the Provider, which include the following:

- (i) establishing the eligibility of the JSSO Job Seeker for Job Search Support Services using the Applying for Job Search Support form; and
- (ii) 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 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, 90 days 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);
  - (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 take 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. JN REMOTE INTENSIVE SUPPORT SERVICES**

---

- 4.1 The Provider must provide Job Search Support Services to all FJNE Job Seekers receiving JN Remote Intensive Support Services.
- 4.2 The Provider must provide JN Remote Intensive Support Services and Job Search Support Services:
- (a) to a FJNE Job Seeker; or
  - (b) to any other person identified by DEEWR as eligible for JN Remote Intensive Support Services
- as soon as practicable, but otherwise at the times, and in the manner as may be specified in 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 assisted in parallel by both the Provider and personal advisers from Centrelink.
- 4.4 [Reserved]
- 4.5 Where the Provider is not providing Job Search Training, JN Remote Intensive Support Customised Assistance, or JN Remote Long Term Unemployed Services 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 unemployment 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; and
- (d) use the Job Seeker Account for additional assistance in accordance with clause 7.

4.6 The Provider will provide JN Remote Intensive Support Services which comprise:

- (a) where practicable, 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) where practicable, regular updating of the FJNE Job Seeker's **Resume Summary** into JobSearch and assistance with résumé and job application preparation;
- (d) undertaking an assessment of the FJNE Job Seeker's employment needs and barriers, including job search skills;
- (e) negotiating the terms of an Activity Agreement with the FJNE Job Seeker in accordance with clause 6, and which contains a requirement that the FJNE Job Seeker participate in Job Search Training;



- (f) entering details of contacts with the FJNE Job Seeker on DEEWR IT Systems; and
- (g) 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 JN Remote Intensive Support Customised Assistance or referral for a Job Seeker Classification Instrument Supplementary Assessment.

### ***Contacts***

- 4.7 The Provider will contact a FJNE Job Seeker (see Schedule D1 - Table 3), at least every 3 months, and at the times specified in Schedule D1 – Table 1.
- 4.8 Except for the new referral interview, or re-referral interview, the Provider may schedule contacts either within 4 weeks before or within 4 weeks after each of the contact times specified in Schedule D1 – Table 1, 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, unless DEEWR has granted its approval to an alternative arrangement.
- 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 JN Remote Intensive Support Services to a FJNE Job Seeker, the Provider will provide:

- (a) Job Search Training in accordance with clause 4.13;
- (b) JN Remote Intensive Support Customised Assistance in accordance with clause 4.19;
- (c) JN Remote Long Term Unemployed Services in accordance with clause 4.20; and
- (d) the relevant Intensive Support Job Search Reviews as described in clause 4.22B.

### ***Job Search Training***

4.13 Unless specified otherwise in the Guidelines, the Provider is to provide Job Search Training during the first 6 months of FJNE Job Seeker's period of Registration, which include the following:

- (a) improving the FJNE Job Seekers' job search skills, including interview techniques and the ability to favourably present to a potential employer;
- (b) expanding the FJNE Job Seekers' employment-related networks;
- (c) motivating the FJNE Job Seekers 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 résumé, 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' **Resume 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 Job Search Training.

4.14 [Reserved]

4.15 [Reserved]

4.16 [Reserved]

4.17 [Reserved]

4.17A [Reserved]

***JN Remote Intensive Support Customised Assistance***

4.18 The Provider will provide 1 period of JN Remote Intensive Support Customised Assistance to a FJNE Job Seeker during the FJNE Job Seeker's continuous period of Registration.

4.19 The Provider must:

- (a) provide the JN Remote Intensive Support Customised Assistance for a minimum period of 6 months, or any further period agreed by DEEWR, to:
  - (i) a FJNE Job Seeker commencing upon their referral to, or Registration with, the Provider;

- (ii) any other person identified by DEEWR from time to time as eligible for JN Remote Intensive Support Customised Assistance, commencing upon a date notified by DEEWR;

unless DEEWR has granted approval for the commencement of JN Remote Intensive Support Customised Assistance at a later date; and

(b) ensure that the provision of:

- (i) EP Services (if applicable) and Job Search Training are completed within the first 6 months of the Eligible Job Seeker's period of Registration; and
- (ii) JN Remote Intensive Support Customised Assistance are completed within the first 12 months of the Eligible Job Seeker's Registration;

unless DEEWR has granted approval for the completion of EP Services, Job Search Training or JN Remote Intensive Support Customised Assistance by a later date.

### *JN Remote Long Term Unemployed Services*

4.20 The Provider must:

- (a) provide the JN Remote Long Term Unemployed Services (which is a second period of JN Remote Intensive Customised Assistance) for a minimum period of 6 months to a FJNE Job Seeker who has completed JN Remote Intensive Support Customised Assistance, and where applicable, EP Services and Job Search Training; and
- (b) ensure that JN Remote Long Term Unemployed Services commence when the FJNE Job Seeker has been Registered for 12 months, unless DEEWR has granted approval for the commencement of JN Remote Long Term Unemployed Services at a later date.

4.21 For the JN Remote Intensive Support Customised Assistance and the JN Remote Long Term Unemployed Services, the Provider will:

- (a) deliver more one on one assistance 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) upon commencement and throughout the provision of the Programme, based on the assessment in clause 4.21(b), update the FJNE Job Seeker's 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 JN Remote Intensive Support Customised Assistance, and if appropriate to the needs and circumstances of the FJNE Job Seeker in respect of the JN Remote Long Term Unemployed Service, 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 JN Remote Intensive Support Customised Assistance;

- (e) negotiate the terms of an Activity Agreement with the FJNE Job Seeker in accordance with clause 6;
- (f) meet with the FJNE Job Seeker at the times and durations specified in clause 4.7 for the JN Remote Intensive Support Customised Assistance, including the period of initial assessment, and at the times specified in clause 4.7 for the JN Remote Long Term Unemployed Service, 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; and
  - (ii) where practicable, the FJNE Job Seeker:
    - (A) continues to use the self-help job search facilities at the Provider's Site; and
    - (B) 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 JN Remote 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 each FJNE Job Seeker completes his or her JN Remote Long Term Unemployed Service, 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 may be appropriate, refer the FJNE Job Seeker to a JCA to determine whether the FJNE Job Seeker may be better

assisted by a Programme such as PSP or The Disability Open Employment Service Programme, 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, is eligible for full time Work for the Dole, and the Provider assesses the FJNE Job Seeker as having a pattern of work avoidance:
  - (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 a 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 JN Remote 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.

4.22B Following completion of JN Remote Long Term Unemployed Services by a FJNE Job Seeker, the Provider must provide Intensive Support Job Search Reviews to the FJNE Job Seeker in accordance with Table 1 of Schedule D1 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 JN Remote Intensive Support Customised Assistance or JN Remote Long Term Unemployed Services, 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 JN Remote Intensive Support Services, 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 JN Remote 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 the PS Programme or to DOES Programme, or begins to receive an allowance in relation to NEIS, clauses 4.18 to 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 the JN Services Programme and will start to receive JN Remote 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 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;
  - (c) review the FJNE Job Seeker's job search efforts and progress; and
  - (d) re-negotiate the FJNE Job Seeker's Activity Agreement as necessary and in accordance with clause 6.

***PSP Joint Reviews***

- 4.31 Where a FJNE Job Seeker commences JN Remote Intensive Support Customised Assistance from PSP and will commence JN Remote 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 JN Remote Intensive Support Customised Assistance; and
  - (b) one within every 6 months thereafter as necessary following commencement in the JN Remote 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 Activity Test Penalty Period, the Provider will continue to provide JN Remote 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 The Provider will develop appropriate links and work cooperatively with Indigenous Employment Centres in the Provider's local area to:
- (a) ensure that the JN Remote Intensive Support Services complement any services provided by the IECs where a FJNE Job Seeker is receiving assistance from an IEC; and
  - (b) undertake planning activities jointly with Indigenous Employment Centres as notified in writing by DEEWR from time to time.
- 4.35 Where a FJNE Job Seeker is receiving concurrent assistance from the Provider and an IEC, the FJNE Job Seeker may remain eligible for the Job Seeker Account and the Training Account.

### ***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 Remote Employment Services Areas in which the Provider is required to provide the Job Network Services Programme, 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. WORK EXPERIENCE PLACEMENTS**

---

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

- (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 4A.1(a) and 4A.3 to an Eligible Job Seeker;
  - (ii) has not previously used the system of WEPs, described in this clause 4A, in a manner that contravenes the 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 Deed, as amended from time to time.

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

4A.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.

4A.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 4A.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 Deed including, but not limited to, clauses 17, 22.6, 27, 28, 29 and 31 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 4A.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 4A.4(a).*

4A.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 Deed.

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

## **5. JOB SEARCH FACILITIES**

---

- 5.1 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 **Resume Summary** to vacancies from JobSearch.
- 5.2 The job search facilities will include, where practicable:
- (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 Where a kiosk is available, each kiosk at a job search facility will include:
- (a) self-service access for Eligible Job Seekers to the Programme including:
    - (i) vacancy information;
    - (ii) lodging and updating résumés and **Resume 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 any 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 any 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, any 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 Where DEEWR requires the Provider to have in place a kiosk, DEEWR will provide funding to the Provider to acquire and operate a kiosk, as set out in clause 5.8, 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 DEEWR will provide the Provider with funding each year, payable after 1 July each year during the Programme 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)*

a. Number of kiosks	b. Number of JobSearch telephones	c. Amount for kiosk(s) (including GST)	d. Connectivity, JobSearch telephone and other support (including GST)	e. Total (including GST)
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)*

f. Number of kiosks	g. Number of JobSearch telephones	h. Amount for kiosk(s) (including GST)	i. Connectivity, JobSearch telephone and other support (including GST)	j. Total (including GST)
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 [Reserved]

5.10 Any payments or charges reimbursable by DEEWR under this clause 5 are Fees for the purposes of this Deed.





- 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**

---

### *Activity Agreements – General provisions*

- 6.1 To avoid any doubt, clauses 6.2, 6.3, 6.4, 6.6, 6.7, 6.8 and 6.13 apply to **all** FJNE Job Seekers, whether or not the FJNE Job Seeker is an Activity Agreement Job Seeker.
- 6.1A To avoid any doubt, clauses 6.2, 6.4, 6.6, 6.7, 6.8 and 6.13 apply to EP Job Seekers who are also JSSO Job Seekers, and with whom the Provider is required to enter into an Activity Agreement in accordance with clause 3.4E(c).
- 6.1B To avoid any doubt, clauses 6.2, 6.4, 6.6, 6.7, 6.8 and 6.13 apply to AP Job Seekers with whom the Provider is required to enter into an Activity Agreement in accordance with clause 3.9C.
- 6.2 DEEWR will issue the Provider with the approved forms of Activity Agreements.
- 6.3 The Provider and a FJNE Job Seeker must meet and enter into an Activity Agreement when a FJNE Job Seeker commences JN Remote Intensive Support Services and before the FJNE Job Seeker commences Job Search Training or JN Remote Intensive Support Customised Assistance.
- 6.4 The Provider must update the services and activities included in the Activity Agreement during the period of assistance to the FJNE Job Seeker or any extension of that period of activities and services as required or renegotiated.

### ***Negotiation of Activity Agreements***

- 6.5 In clauses 6.6 and 6.7, where a FJNE Job Seeker is an Activity Agreement Job Seeker, the Provider acts, notwithstanding clause 47 of Part A of this Deed, as agent for the Commonwealth.
- 6.6 The Provider must notify a FJNE Job Seeker of:
- (a) the requirement to enter into an Activity Agreement; and
  - (b) the places and times at which an Activity Agreement is to be negotiated.
- 6.7 The Provider must, using the form issued under clause 6.2 and consistent with the Guidelines, negotiate and sign with each FJNE Job Seeker individually, the terms of an Activity Agreement:
- (a) taking into account:
    - (i) the FJNE Job Seeker's education, experience, skills, age and physical condition;
    - (ii) the state of the local labour market;
    - (iii) the training opportunities available to the FJNE Job Seeker, including any Complementary Programmes;
    - (iv) any purchases that have been reimbursed to the Provider through the Job Seeker Account; and
    - (v) any other matters the Provider considers relevant in the circumstances;
  - (b) that clearly sets out:
    - (i) the activities to be undertaken by the FJNE Job Seeker to assist the FJNE Job Seeker to find and sustain employment, including participation in any Complementary Programmes; and

- (ii) the assistance to be provided by the Provider, including all contacts that the Provider will have with the FJNE Job Seeker and in particular those contacts that will occur during periods of JN Remote Intensive Support Customised Assistance and other periods of increased activities, and the methods of all contacts with the FJNE Job Seeker; and
- (c) certifying that in negotiating the Activity Agreement the matters set out at clause 6.7(a) and (b) have been taken into account and the FJNE Job Seeker has signed the draft copy.

6.8 Where a FJNE Job Seeker fails to:

- (a) attend at the place and time arranged for the negotiation of an Activity Agreement;
- (b) respond to correspondence about an Activity Agreement;
- (c) agree to the reasonable terms of an Activity Agreement as proposed in negotiation between the FJNE Job Seeker and the Provider; or
- (d) comply with the terms of an Activity Agreement;

the Provider must:

- (e) contact the FJNE Job Seeker as soon as is practicable to ascertain whether the FJNE Job Seeker had sufficient reason(s) for the failure; and
- (f) in the absence either:
  - (i) of contact, after at least two (2) attempts to contact the FJNE Job Seeker; or
  - (ii) after contact, of sufficient reason(s) for such failure,

the Provider:

- (g) must, if the FJNE Job Seeker is an Activity Agreement Job Seeker:

- (i) notify Centrelink accordingly; and
  - (ii) supply Centrelink with documentary evidence of such failure, reason(s), contact(s) or attempt(s) if requested by Centrelink; or
- (h) may, if the FJNE Job Seeker is not an Activity Agreement Job Seeker, notify DEEWR.

6.9 If a FJNE Job Seeker is an Activity Agreement Job Seeker, the Provider must notify Centrelink if the FJNE Job Seeker is unreasonably delaying entering into an Activity Agreement and provide documentary evidence if requested by Centrelink.

***Approval of an Activity Agreement as a Newstart Activity Agreement or a Youth Allowance Activity Agreement (Activity Agreement Job Seekers)***

6.10 If a FJNE Job Seeker is an Activity Agreement Job Seeker, then the Provider must do the following:

- (a) within a reasonable time after the Provider and the FJNE Job Seeker have signed an Activity Agreement in accordance with clause 6.7, the Provider must arrange for a Delegate:
  - (i) to review and consider the FJNE Job Seeker's Activity Agreement; and
  - (ii) in accordance with either:
    - (A) the requirements of section 544B of the *Social Security Act 1991*, in the case of a Youth Allowance recipient; or
    - (B) the requirements of section 606 of the *Social Security Act 1991*, in the case of a Newstart Allowance recipient,

and utilising DEEWR IT Systems, either:

    - (C) approve or not approve the Activity Agreement as a Youth Allowance Activity Agreement; or

- (D) approve or not approve the Activity Agreement as a Newstart Activity Agreement,

as the case may be; and

- (b) if the Delegate does not approve a FJNE Job Seeker's Activity Agreement as either a Youth Allowance Activity Agreement or a Newstart Activity Agreement, as the case may be, under clause 6.10(a)(ii), then the Provider must, if the Delegate's decision not to approve the Youth Allowance Activity Agreement or a Newstart Activity Agreement is because of the contents of the FJNE Job Seeker's Activity Agreement, negotiate a new Activity Agreement with the FJNE Job Seeker in accordance with this clause 6; and
- (c) the Provider must not interfere with, or seek to influence, the exercise by the Delegate of the Delegate's power to approve or not approve a FJNE Job Seeker's Activity Agreement as either a Newstart Activity Agreement or a Youth Allowance Activity Agreement in accordance with this clause 6.10(a).

*Note: The Delegate, in exercising his or her power under sections 544B or 606 of the Social Security Act 1991 must comply with the provisions of Division 3 (Confidentiality) of Part 5 of the Social Security (Administration) Act 1999.*

- 6.11 The Provider must train, or provide for the training of, all of its Delegates regarding all legislative provisions which a Delegate must comply with in relation to approving or not approving an Activity Agreement as a Newstart Activity Agreement or a Youth Allowance Activity Agreement in accordance with clause 6.10(a).

***Approval of an Activity Agreement (FJNE Job Seekers who are not Activity Agreement Job Seekers)***

- 6.12 If a FJNE Job Seeker is **not** an Activity Agreement Job Seeker, then the Provider must consider the terms of the FJNE Job Seeker's Activity Agreement and approve the terms where appropriate. If the Provider decides not to approve the terms of the Activity Agreement, the Provider must negotiate a new Activity Agreement with the FJNE Job Seeker in accordance with this clause 6.

***Compliance with the Requirements of the Activity Agreement***

- 6.13 The Provider must provide a FJNE Job Seeker with the services, and arrange activities, specified in the Activity Agreement.

## **7. JOB SEEKER ACCOUNT**

---

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 JN Remote 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 the 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 the Programme to a JSKA Job Seeker, including the Job Seeker Account, except where such costs have been approved by DEEWR;
- (b) to pay for the JN Remote Intensive Support Services or EP Services that the Provider is required to provide under this Deed, 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;
- (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 Deed.

**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 21 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 4.3(c) of Part A includes any practice that manipulates the Job Seeker Account.

## **8. TRAINING ACCOUNT**

---

- 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 JN Remote Intensive Support Services and the TA Job Seeker continues to participate in JN Remote Intensive Support Services;
  - (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 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 Course Costs in accordance with directions issued by DEEWR; and
- (k) advise the Eligible Job Seeker to seek advice from Centrelink regarding the Eligible 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 Deed, 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 assistance 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; 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 Job Search Training or JN Remote 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 Deed.

### ***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 21 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 4.3(c) of Part A includes any practice that manipulates the Training Account.

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

---

### ***Length of Assistance***

9.1 The Provider will provide the Job Network Services Programme 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 the Programme 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 JN Remote Intensive Support Services to the FJNE Job Seeker.

## **10. FEES**

---

10.1A For the purposes of clause 9 of Part A:

- (a) 'Programme Rate' is the amount of \$1,500 per Eligible Job Seeker commencement in the JN Remote Intensive Support Services; and
- (b) 'Projected Places' means the number of places relevantly specified in Item D2.11 of Schedule D2, for each Performance Period.

10.1 In addition to the payments that DEEWR will make to the Provider in accordance with clause 9 of Part A, DEEWR will pay the Provider the Fees as set out in Schedule D1 of this Part.

10.2 Fees will include:

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

### ***Job Network Services Programme Fees***

10.3 Job Network Services Programme Fees will be determined by the duration of the Eligible Job Seeker's period of Registration (see Schedule D1 – Table 1).

10.4 DEEWR will pay Job Network Services Programme Fees:

- (a) for payments in respect of JN Remote Long Term Unemployed Services, after the Provider has commenced providing the Job Network Services Programme to an FJNE Job Seeker as specified in the 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 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 assistance 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 (and as set out in Table 1 of Schedule D1), Job Network Services Programme Fees in respect of the following:

- (a) Job Search Support – Registration:
  - (i) new referral interview; and
  - (ii) re-referral interview;
- (b) Intensive Support Job Search Reviews (following completion of JN Remote Intensive Support Customised Assistance); and
- (c) Intensive Support Job Search Reviews (following completion of JN Remote Long Term Unemployed Services).

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

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

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

provided that the Provider has rendered a Tax Invoice to DEEWR within 28 after the beginning of each Quarter during the Deed 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 Deed 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 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 D1 – 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; or
- (b) whether the NEIS Participant has commenced operating a NEIS business in accordance with the terms of his or her NEIS Participant Agreement; or
- (c) [Reserved]
- (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; and
- (e) whether the FJNE Job Seeker has commenced JN Remote Intensive Support or JN Remote Intensive Support Customised Assistance.

***Intensive Support Interim Payments***

10.6 DEEWR will pay the Provider an Intensive Support Interim Payment:

- (a) after completion of an Interim Payment Period;
- (b) if the requirements for an Intensive Support Outcome or JN Remote 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 JN Remote 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 JN Remote Intensive Support Intermediate Payment, in which case DEEWR will not pay an Intensive Support Final Payment.

10.8 [Reserved]

### ***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.

### ***Preliminary Outcome Payments***

10.8B DEEWR will pay the Provider the following Preliminary Outcome Payments upon a FJNE Job Seeker:

- (a) commencing or enrolling in a:
  - (i) Certificate Level 1 course or higher - \$500 (including GST); or
  - (ii) course of education at a primary or secondary school level - \$500 (including GST);
- (b) having satisfied the relevant educational institution's attendance requirements for 13 weeks out of a 26-week period in respect of a course described in clause 10.8B(a) - \$1,000 (including GST);
- (c) successfully completing a Certificate Level 2 or higher, or 12 months of primary or secondary education at a level not previously attained by the FJNE Job Seeker - \$1,500 (including GST);

provided:

- (a) the Provider renders a Tax Invoice to DEEWR within 28 days of the relevant event described in clause 10.8B(a), (b) or (c); and
- (b) DEEWR accepts the Tax Invoice;



but DEEWR will not make Preliminary Outcome Payments for an event described in clauses 10.8B(a), (b) or (c), where the FJNE Job Seeker has also achieved a Qualifying Education Outcome in respect of the same event.

- 10.9 Notwithstanding clause 8.21 of Part A, where a FJNE Job Seeker is participating in a Complementary Programme in accordance with clauses 4.26 to 4.30 inclusive, if the FJNE Job Seeker satisfies the conditions for an Intensive Support Outcome or a JN Remote Intensive Support Intermediate Payment, DEEWR will pay the Provider an amount equal to the difference between the Intensive Support Outcome Payment or the JN Remote Intensive Support Intermediate Payment and the amount the Complementary Programme provider is entitled to receive in relation to the Intensive Support Outcome or the JN Remote Intensive Support Intermediate Payment.

### AP Job Seeker Outcome Payment

10.9A 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 dates; 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.

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

10.10 DEEWR will not pay Fees including in respect of Intensive Support Outcomes, JN Remote 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, a JN Remote 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 JN Remote 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 updated by the Provider for commencing JN Remote 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 JN Remote Intensive Support Intermediate Payment; or

- (l) any other events that DEEWR may notify, from time to time, as being excluded under this clause.

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

---

### ***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 to a Provider.
  
- 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 D2.10 of Schedule D2; 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.*

- 11.6 Subject to clauses 9.1, 11.7, 11.8 and 11.9, the Provider must:
  - (a) provide the Programme 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 Programme within 12 months of the date of the Effective Exit,

the FJNE Job Seeker will return to the Provider 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 the Services Programme,

the FJNE Job Seeker will return to the Provider, and the Provider will provide the Programme 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 the Programme 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 the Job Network Services Programme 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 the Programme 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 JN Remote 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 Services Programme 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 Services Programme 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 Services Programme 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 the Programme, DEEWR may recover Job Network Services Programme Fees paid to the Provider that are relevant to that part of the Programme 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 Where a FJNE Job Seeker in receipt of the Programme under clause 4.18 or 4.19 has changed Provider under clauses 11.7 to 11.10 inclusive, clauses 11.11 to 11.13 do not apply, except so far as those clauses relate to the Job Seeker Account and the Training Account, but the Provider will be paid, and DEEWR will recover Job Network Services Programme Fees in relation to the provision of JN Remote Intensive Support Customised Assistance on the following basis:
- (a) where the outgoing Provider has provided the Programme to the Participant for a period of less than 3 months, DEEWR will recover 50% of Fees paid to the outgoing Provider;
  - (b) where the outgoing Provider has provided the Programme to the Participant for a period of 3 months or more, DEEWR will pay 100% of Fees to the outgoing Provider;
  - (c) where the new Provider delivers the Programme to the Participant for a period of less than 3 months, DEEWR will pay 50% of Fees to the new Provider;
  - (d) where the new Provider delivers the Programme to the Participant for a period of 3 months or more, DEEWR will pay 100% of Fees to the new Provider.
- 11.18 Where an Eligible Job Seeker is receiving Job Network Services or the Job Network Services Programme from another provider, and that provider's contract has terminated or will be terminated, DEEWR may transfer the Eligible Job Seeker to the Provider, and if the Eligible Job Seeker is transferred to the Provider, the Provider must provide the Programme from the point in

the continuum that the Eligible Job Seeker has reached as indicated by DEEWR IT Systems, and DEEWR will make payments in accordance with this clause 11, as though the Eligible Job Seeker was transferred in accordance with clause 11.9.

- 11.19 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**

---

- 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 the Job Network Services Programme.

- 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 Programme.

- 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, or within 2 weeks where the Provider has no means of notifying Centrelink.

## **12. [RESERVED]**

---

## **13. PROMOTION OF THE JOB NETWORK SERVICES PROGRAMME**

---

- 13.1 DEEWR grants to the Provider a non-exclusive licence which is free of charge for the Deed 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 the Job Network Services Programme 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
  - (d) [Reserved].
- 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**

---

- 14.1 The Provider must, for as long as any obligations remain in connection with this Part D, have and maintain, the following insurance:
- (a) public liability insurance in respect of all premises where the Programme is 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 THE PROGRAMME AFTER PROGRAMME PERIOD**

---

- 15.1 After the completion of the Programme Period and Transition Period, the Provider may continue to claim any eligible Fees.
- 15.2 At the completion of the Programme Period, the Provider must continue to provide the Job Network Services Programme 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 deed, or the Provider does not submit a tender for a further employment services contract or deed:
  - (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 or deed while ensuring continuity of assistance to the FJNE Job Seeker.

## Remote Services Deed 2006-2009

### Part D—Job Network Services Programme

#### Schedule A – RESERVED

#### Schedule D1: Payments and Contacts

### Job Network Services Programme Fees

Table 1

#### JN Services Programme fees

k. Type of assistance	l. Job seeker Registration duration	m. Required contacts	n. Total time for all contacts in Programme Period	o. Total fee for all contacts in Programme Period
Job Search Support—registration:				
New referral interview	0–3 months	1	45 minutes (average)	\$94
Re-referral interview		1	20 minutes (average)	\$39
Employment Preparation for non-Fully JN eligible job seekers	0–3 months—eligible JSSO job seekers with no recent work experience and who are JSSO	A minimum of 2 contacts		\$160
JN Remote Intensive Support Customised Assistance (first period) including Employment Preparation (if applicable), job search training (as appropriate to job seeker needs and labour market)	FJNE job seekers 0 – 6 months	At minimum of 3 face to face contacts	3 hours average total	Paid as upfront management fee
Intensive Support Reviews	2 months and 4	2 (one of which must	60 minutes	\$109



k. Type of assistance	l. Job seeker Registration duration	m. Required contacts	n. Total time for all contacts in Programme Period (average)	o. Total fee for all contacts in Programme Period
	months after completion of JN Remote Intensive Support Customised Assistance	be face-to-face)	(average)	
JN Remote Long Term Unemployed services—customised assistance (second period)	At least 12 months after commencement in JN Remote Services and after completion of JN Remote Intensive Support services (including EP and JST as applicable)	a minimum of 2 face-to-face contacts	2 hours average total	\$742
JN Remote Long Term Unemployed services — Job Search Reviews <sup>7</sup>	19 – 24 months	a minimum of 2 face-to-face contacts	1 hours (average)	\$156
JN Remote Long Term Unemployed services —Job Search Reviews	25–30 months	a minimum of 2 face-to-face contacts	1 hours (average)	\$156

## 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

### Intensive Support outcome payments per job seeker under JN

p. Duration of registration by Centrelink or other party notified by DEEWR	q. Payment Type	r. Intensive Support Interim Payment 13 weeks	s. Intensive Support Final Payment 26 weeks
All job seekers in JN less than 3 years registration	Intensive Support Outcome	\$3,300	\$1,650
	JN Remote Intensive Support Intermediate Payment	\$550	\$550
	NEIS Intensive Support Outcome	\$550	N/A
All job seekers in JN with registration of 3 years or longer and all job seekers on Disability Support Pension	Intensive Support Outcome	\$4,400	\$2,200
	JN Remote Intensive Support Intermediate Payment	\$1,100	\$1,100
	NEIS Intensive Support Outcome	\$1,100	N/A

*Note: The duration of the job seeker's registration will be calculated at the time of placement into employment or qualifying education, not at the time of the outcome claim.*

## Age Pensioner Outcome Payments

Table 2A

Age Pensioner Outcome Payment      \$550 (GST inclusive)

## Contacts Schedule

Table 3

t. Type of assistance	u. Summary of activities
<p>Job Search Support New referral interview (on average, 45 minutes)</p>	<ul style="list-style-type: none"> <li>• registration of Fully JN Eligible and Job Search Support Only job seekers for JN services</li> <li>• lodgement of a <b>Resume Summary</b> into JobSearch</li> <li>• provide access to touch-screen kiosks</li> </ul>
<p>Job Search Support Re referral interview (on average, 20 minute interview)</p>	<ul style="list-style-type: none"> <li>• update of registration as required</li> <li>• update of <b>Resume Summary</b> on JobSearch for <i>Fully JN Eligible</i> job seekers, re-registering for JN services</li> </ul>
<p>JN Remote Services - Intensive Support customised assistance (first period)— 3 face-to-face contacts, averaging 3 hours in total</p>	<ul style="list-style-type: none"> <li>• undertake a detailed assessment</li> <li>• discuss the range of assistance to be provided during customised assistance</li> <li>• update the job seeker's Activity Agreement with any new or changed activities</li> <li>• ensure that the job seeker is engaged in intensive work preparation, training and/or work experience, job search training or employment preparation activities as appropriate. Employment Preparation (if applicable), job search training (as appropriate to job seeker needs and labour market) may also be provided concurrent with customised assistance. These services must be provided before the job seeker is commenced in JN Remote Long Term Unemployed Services.</li> <li>• access the Job Seeker Account to provide appropriate and individualised assistance to the job seeker</li> <li>• on completion, refer the job seeker to a CWC, (where appropriate) for Mutual Obligation activities</li> </ul>
<p>Intensive Support Job Search reviews 2 months and 4 months after completion of ISca (on average, 2 contacts at 30 minutes each, one of which must be face-to-face)</p>	<ul style="list-style-type: none"> <li>• review the job seeker's attempts to find employment</li> <li>• look at the results of job matches made by JobSearch and provide feedback to the job seeker</li> <li>• if necessary, provide job search advice, fares assistance or referral to a complementary programme</li> <li>• update the job seeker's Activity Agreement with any new or changed activities</li> <li>• ensure the job seeker is linked to a CWC for Mutual Obligation activities</li> </ul>
<p>JN Remote Long Term Unemployed Services - customised assistance (second period)— 2 face-to-face contacts, averaging 2 hours in total</p>	<ul style="list-style-type: none"> <li>• discuss the range of assistance to be provided during customised assistance</li> <li>• update the job seeker's Activity Agreement with any new or changed activities</li> <li>• ensure that the 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 job seeker</li> </ul>

t. Type of assistance	u. Summary of activities
	<ul style="list-style-type: none"> <li>• on completion assess the job seeker's ongoing needs and identify appropriate servicing options for very long-term unemployed people</li> <li>• refer the job seeker to a CWC (where appropriate) for Mutual Obligation activities.</li> </ul>
<p>Intensive Support Job Search reviews between 19 months and 24 months (on average, 2 contacts at 30 minutes generally conducted every 3 months); Intensive Support Job Search reviews between 25 months and 30 months (on average, 2 contacts at 30 minutes generally conducted every 3 months). Each of these should be face-to-face contacts.</p>	<ul style="list-style-type: none"> <li>• review the job seeker's attempts to find employment</li> <li>• review the appropriateness of servicing options to assist very long-term unemployed people</li> <li>• look at the results of job matches made by JobSearch and provide feedback to the job seeker</li> <li>• if necessary, provide job search advice, fares assistance or referral to a complementary programme</li> <li>• update the job seeker's Activity Agreement with any new or changed activities</li> <li>• refer the job seeker to a CWC (where appropriate) for Mutual Obligation activities each year.</li> </ul>



# Remote Services Deed 2006-2009

## Part D—Job Network Services Programme

### Schedule D2: Deed and Business Details

---

This Schedule provides specific DEEWR, Provider and business details pursuant to Part A and the relevant Specific Conditions of this Deed. When completed for an individual Provider it is included with the relevant executed Remote Services Deed Particular

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	January 2008		Original version of document (GRDV3B changes)
Version 1.1	18/08/08	Whole Document	GRSDV4 changes added
Version 1.2			

© Commonwealth of Australia 2006

This work is copyright. You may display, print and reproduce this material in unaltered form only (retaining this notice) for your personal, non-commercial use or use within your organisation. Apart from any use as permitted under the *Copyright Act 1968*, all other rights are reserved.





**Australian Government**

---

**Department of Education, Employment and Workplace Relations**

**PART E**

**SPECIFIC CONDITIONS**

**REMOTE SERVICES DEED  
2006-2009**

**JOB PLACEMENT,  
EMPLOYMENT AND TRAINING  
PROGRAMME**



# REMOTE SERVICES FUNDING DEED 2006–2009

## PART E—SPECIFIC CONDITIONS

for

Job Placement, Employment and Training Programme

1. APPLICATION AND DEFINITIONS
2. THE JPET PROGRAMME
3. BUSINESS LEVELS
4. REFERRALS AND DIRECT REGISTRATION
5. ELECTRONIC DIARY APPOINTMENTS FOR POTENTIAL JPET PARTICIPANTS
6. ACTIVITY AGREEMENTS AND VOLUNTARY ACTIVITY AGREEMENTS
7. JPET SERVICES
8. EXITS
9. REPORTING REQUIREMENTS AND RECORD KEEPING
10. INFORMATION TECHNOLOGY
11. PAYMENTS
12. NOTIFICATION TO CENTRELINK
13. INSURANCE REQUIREMENTS
14. POLICE CHECKS
15. MEASURING PERFORMANCE



## **SCHEDULE E1 JPET BUDGET LINE ITEM DEFINITIONS**

## **SCHEDULE E2 DEED AND BUSINESS DETAILS**



## 1. APPLICATION AND DEFINITIONS

---

### APPLICATION

- 1.1 THE GENERAL CONDITIONS (PART A) APPLY TO THE INTERPRETATION OF THIS PART E.
- 1.2 UNLESS OTHERWISE SPECIFIED, ALL REFERENCES TO CLAUSES IN THIS PART ARE REFERENCES TO CLAUSES IN PART E.

### DEFINITIONS

- 1.3 IN THIS PART E, UNLESS THE CONTEXT INDICATES OTHERWISE:

**‘Actual Funding’** means the Funding paid by DEEWR to the Provider during the course of a Financial Year for the JPET Programme;

**‘Acquittal Adjustment’** means an adjustment performed by DEEWR in accordance with clause 11.18 and 11.19;

**‘Activity Agreement’** means an agreement prepared, approved and signed by a Delegate and a Potential JPET Participant or a JPET Participant with Activity Test Requirements in accordance with clause 6, which outlines the assistance or intervention agreed between a Delegate and the Potential JPET Participant or the JPET Participant and details the activity required by him or her to meet their Activity Test Requirements;

**‘Activity Test’** or **‘Activity Tested’** has the same meaning as it has in section 541(1) of the *Social Security Act 1991* (Cth);

**‘Activity Test Requirements’** means the activity test or participation requirements that a Potential JPET Participant or a JPET Participant must meet in order to receive an Income Support Payment under section 23(1) of the *Social Security Act 1991* (Cth);

**‘At Risk of Homelessness’** is defined in the JPET Guidelines;

**‘Brokerage Component’** means at least 10 per cent of the Cost Per Participant or at least 10 per cent of the Actual Funding paid to the Provider, whichever is the greater. The Brokerage Component is reserved solely for provision of practical support to JPET Participants in accordance with clauses 11.9 to 11.12 and the JPET Guidelines;

**‘Budget’** means the JPET service budget, approved by DEEWR, for expenditure of the Funding against the Budget Line Items, as set out in Item E2.15 of Schedule E2;

**‘Budget Line Item’** means a category of expenditure set out on a line in the Budget as defined in the Budget Line Item Definitions in Schedule E1;

**‘Business Level’** means the minimum number of Projected Places that the Provider must Satisfy in each Remote ESA per Financial Year. In respect of each Remote ESA specified in Item E2.14 of Schedule E2, this represents:

- (a) for the first Financial Year: the sum of the Projected Places for Performance Period 1 and Performance Period 2;
- (b) for the second Financial Year: the sum of the Projected Places for Performance Period 3 and Performance Period 4; and
- (c) for the third Financial Year: the sum of the Projected Places for Performance Period 5 and Performance Period 6;

**‘Carryover Funding’** means the amount of Funding calculated by DEEWR in accordance with clauses 11.20 to 11.24 that is transferred from one Financial Year to the next’

**‘Combined Acquittal Report’** means an Acquittal Report that contains the information for an Outreach ESA and a Neighbouring Service ESA;

**‘Commence’** or **‘Commencement’** means when the Potential JPET Participant registers with the JPET Programme, which occurs when the:

- (a) Potential JPET Participant is determined by the Provider to be Eligible;
- (b) Potential JPET Participant and the Provider or Delegate (as relevant) have completed an Activity Agreement or Voluntary Activity Agreement in accordance with clause 6; and
- (c) Provider has entered the Potential JPET Participant’s details on DEEWR IT Systems;

**‘Completion Date’** is 30 June 2009;

**‘Delegate’** means a person engaged by the Provider to perform functions or to provide services under Part E of this Deed 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);

**‘Direct Registrant’** means a Potential JPET Participant who has approached the Provider without a referral from a Job Capacity Assessment Provider, Job Network provider or Centrelink;

**‘Economic Outcome’** occurs when a JPET Participant:

- (a) remains in, or returns to and remains in, education for a period of no less than 13 weeks;
- (b) takes up or re-engages with education or vocational training and completes one or more accredited courses of no less than 13 weeks;
- (c) participates in employment assistance programmes and services for a period of no less than 13 weeks;
- (d) participates in other programmes with a workforce participation focus

for a period of no less than 13 weeks; or

(e) finds and maintains employment for a period of no less than 13 weeks; subject to allowable breaks as defined in the JPET Guidelines;

**‘Economic Outcome Rate’** means the proportion of JPET Participants Exiting in a period specified by DEEWR, who achieve an Economic Outcome, calculated by DEEWR in accordance with the JPET Guidelines;

**‘Electronic Diary’** means the electronic diary on DEEWR IT Systems used for the referral of Potential JPET Participants to the Provider and for referrals by the Provider to other relevant service providers, and for making and managing Eligible JPET Participants’ appointments;

**‘Eligible’** means eligible to participate in the JPET Programme in accordance with clauses 2.2 to 2.6;

**‘Employment Services Style Guide’** means the guide of this name provided by DEEWR to the Provider;

**‘Engagement’** means the length of time a JPET Participant is engaged before being Exited if an Economic Outcome is not achieved, calculated by DEEWR in accordance with the JPET Guidelines;

**‘Exit’** has the meaning given to it in clause 8.2, with “Exiting” and ‘Exited’ having ~~has~~ a corresponding meaning;

**‘Exit Report’** means the report submitted by the Provider for an Exit as set out in clauses 8.5, 8.6 and 8.7;

**‘Formal Contact’** means contact between a JPET Participant and the Provider that is goal focused and actively addresses the JPET Participant’s Non-Vocational Barriers;

**‘Homeless’** has the same meaning as defined in the JPET Guidelines;

**‘Incident’** means an episode of serious misconduct by a Potential JPET Participant or a JPET Participant as defined in the JPET Guidelines;

**‘Income Support Payment’** means Newstart Allowance, Youth Allowance or any other social security payment paid to a person under the provisions of the *Social Security Act 1991* (Cth);

**‘Initial Meeting’** means the first meeting between the Provider and the Potential JPET Participant as set out in clauses 4.4 or 4.9;

**‘Intervention Plan’** means a participant management plan that is developed for each JPET Participant by the Provider in consultation with each JPET Participant in accordance with clauses 7.12 to 7.15 and entered on DEEWR IT

Systems;

**‘Job Seeker Incident Report’** means a report recorded on DEEWR IT Systems in accordance with clause 9.7 and the JPET Guidelines;

**‘JPET Core Services’** means the services and activities specified in clause 7.4;

**‘JPET Guidelines’** means the document provided by DEEWR to the Provider which outlines the procedures that the Provider must follow when providing JPET Services under this Deed, as amended from time to time by DEEWR;

**‘JPET High Performance Indicator Framework’** or **‘JPET HPIF’** means the framework set out in clause 15.6 which is designed to be used by:

- (a) JPET Providers to manage performance; and
- (b) DEEWR to assess the performance of the Provider and to inform business allocation and reallocation;

**‘JPET Participant’** means a person who is Eligible to participate in the JPET Programme and has Commenced in the JPET Programme;

**‘JPET Programme’** means the Commonwealth employment preparation programme which provides young people with help to address their Multiple Non-Vocational Barriers in order to engage them with education, training, employment or employment assistance;

**‘JPET Provider’** means a provider of JPET Services under the JPET Programme other than the Provider;

**‘JPET Services’** means:

- (a) the JPET Core Services; and
- (b) the activities described in clause 7,

that the Provider is required to provide under this Deed;

**‘JPET Single Score’** means an aggregate performance score, based on the JPET High Performance Indicator Framework, allocated to the Provider by DEEWR in accordance with clause 15.7;

**‘JPET Target Group’** means the categories of young people described in clause 2.1;

**‘Multiple Non-Vocational Barriers’** means barriers, as set out in the JPET Guidelines and on DEEWR IT Systems, of which three or more have been identified as impacting on a Potential JPET Participant’s ability to effectively participate in education, training, employment or employment assistance;

**‘Neighbouring Service ESA’** means an individual ESA that is adjacent to the

Outreach ESA, from which the Provider provides JPET Services to that Outreach ESA;

**'Newstart Activity Agreement'** has the same meaning as it has in the *Social Security Act 1991* (Cth);

**'Outcome'** means a Social Outcome or an Economic Outcome;

**'Outreach Basis'** means the delivery of the JPET Core Services, or part of a JPET Core Service, by a method such as:

- (a) taking the JPET Core Services to JPET Participants in the community; or
- (b) delivering JPET Core Services to JPET Participants who cannot be serviced in a standard office environment;

**'Outreach ESA'** means those ESAs described in item E2.13 of Schedule E2 as

- a) only having outreach site(s); and
- b) with no site location (i.e. the site location(s) field(s) is/are blank).

**'Parenting Payment Activity Agreement'** has the same meaning as it has in the *Social Security Act 1991* (Cth);

**'Participant Commencement Date'** means the date on which the Eligible JPET Participant Commences in the JPET Programme as entered on DEEWR IT Systems;

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

**'Potential JPET Participant'** means a person referred to the Provider, or a Direct Registrant, who has not yet Commenced;

**'Previous Carryover Funding'** means the amount of Carryover Funding carried over from a previous Financial Year;

**'Programme Period'** means the period specified in Item E2.4 of Schedule E2;

**'Programme Rate'** means the maximum amount of Funding payable by DEEWR to the Provider for each Commencement which is \$1650.00 (GST inclusive);

**'Programme Start Date'** means the date specified in Item E2.3 of Schedule E2;

**'Remote ESA'** means a Remote ESA set out in Item E2.13 of Schedule E2;

**'Remote ESA Financial Year (FY) Funding Amount'** means the Funding

amount based on the Business Level for the Remote ESA for the Financial Year multiplied by the Programme Rate for the Remote ESA;

**‘Remote Utilisation’** means the number of Commencements achieved in comparison with the Projected Places, calculated by DEEWR in accordance with the JPET Guidelines;

**‘Rapid Reconnection’** means the process by which Centrelink makes an appointment for a Potential JPET Participant or a JPET Participant in the Provider’s Electronic Diary where the appointment will take place within 48 hours of the contact by Centrelink with the Potential JPET Participant or JPET Participant following notification of a possible participation failure in accordance with clause 6.6 and 12;

**‘Resume’** is where a JPET Participant, after Exiting the JPET Programme with the Provider, recommences with the Provider under this Deed;

**‘Satisfied’** has the meaning given to it in clause 11.4 and **‘Satisfy’** has a corresponding meaning;

**‘Scheduled Meeting’** means an appointment, other than the Initial Meeting, between the Provider and the JPET Participant that is recorded on DEEWR IT Systems;

**‘Social Outcome’** occurs when a JPET Participant achieves an improvement against their Multiple Non-Vocational Barriers, as determined by DEEWR in accordance with the JPET Guidelines;

**‘Social Outcome Rate’** means the proportion of JPET Participants Exiting in a period specified by DEEWR who achieve a Social Outcome, calculated by DEEWR in accordance with the JPET Guidelines;

**‘Sustainable Employment’** means employment that has been maintained for a period of no less than 13 weeks and that is ongoing and provides well defined opportunities for vocational experience;

**‘Temporary Protection Visa’** has the same meaning given to that term under the *Migration Regulations 1994* (Cth);

**‘Total Funding’** means the maximum Funding payable by DEEWR to the Provider for the provision of JPET Services under this Deed as specified in Item E2.15 of Schedule E2;

**‘Transitional Support’** means the provision of support, for a minimum of 13 weeks, to a JPET Participant during their achievement of an Economic Outcome in accordance with clauses 7.5 to 7.7 and as set out in the JPET Guidelines;

**‘Transfer’** is when a JPET Participant is Exited by the Provider and referred to another JPET Provider;



**‘Voluntary Activity Agreement’** means an agreement between the Provider and a Potential JPET Participant or a JPET Participant who does not have Activity Test Requirements in accordance with clause 6, which outlines the assistance or intervention agreed between the Provider and the Potential JPET Participant or JPET Participant; and

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



## **2. THE JPET PROGRAMME**

---

### **OBJECTIVES OF THE JPET PROGRAMME**

#### **2.1 THE OBJECTIVES OF THE JPET PROGRAMME ARE:**

(a) to assist young people aged between 15 and 21 years of age (inclusive):

- (i) facing Multiple Non-Vocational Barriers; and/or
- (ii) who are Homeless or At Risk of Homelessness or both,

to overcome their barriers and achieve greater economic and social participation; and

(b) to stabilise a young person's circumstances in order to re-engage them with:

- (i) education, training or further study;
- (ii) employment or employment assistance;
- (iii) specialist assistance suited to their needs and barriers;
- (iv) other programmes with a workforce participation focus; or
- (v) the social life of the community.

### **ELIGIBILITY FOR PARTICIPATION IN THE JPET PROGRAMME**

#### **2.2 SUBJECT TO CLAUSES 2.3, 2.4, 2.5 AND 2.6, A POTENTIAL JPET PARTICIPANT WILL BE ELIGIBLE TO PARTICIPATE IN THE JPET PROGRAMME IF THEY:**

- (a) are aged between 15 and 21 years (inclusive);
- (b) fall within the JPET Target Group;
- (c) are not in Sustainable Employment; and
- (d) are an Australian citizen, have permanent residency or hold a Temporary Protection Visa.

#### **2.3 A POTENTIAL JPET PARTICIPANT WILL NOT BE ELIGIBLE TO PARTICIPATE IN THE JPET PROGRAMME IF THEY ARE:**

- (a) incarcerated or in a detention centre pursuant to any Commonwealth, State or Territory law;
- (b) already participating in other Commonwealth programmes that do not allow simultaneous participation in the JPET Programme.

#### **2.4 WHERE A POTENTIAL JPET PARTICIPANT HAS ALREADY LEFT SCHOOL, BUT IS BELOW THE MINIMUM SCHOOL LEAVING AGE FOR THEIR STATE/TERRITORY, THE PROVIDER MUST, BEFORE COMMENCING A POTENTIAL JPET PARTICIPANT:**

- (a) ensure that the Potential JPET Participant is otherwise Eligible ; and
  - (b) ensure that the Potential JPET Participant meets all of the relevant State/Territory requirements to leave school early, including, where relevant, undertaking any necessary searches or contacting the relevant educational institution to confirm the Potential JPET Participant's compliance with the requirements;
  - (c) determine that the JPET Programme is the most appropriate service for the Potential JPET Participant, taking into account the relevant State/Territory services that are available; and
  - (d) ensure that documentary evidence regarding the Potential JPET Participant's:
    - (i) compliance with the early school leaving requirements; and
    - (ii) eligibility to participate in the JPET Programme, is placed on the Potential JPET Participant's file.
- 2.5 The Provider must provide JPET Services to a JPET Participant until the JPET Participant is Exited, even if the JPET Participant is aged over 21 years while in receipt of JPET Services.
- 2.6 The Provider must not Resume a JPET Participant who is aged over 21 years in JPET Services.

### **3. BUSINESS LEVELS**

---

- 3.1 The Provider must Satisfy the Projected Places, as set out in Item E2.14 of Schedule E2, for each Performance Period of the Term of this Deed, in each Remote ESA in which the Provider provides JPET Services.

### **4. REFERRALS AND DIRECT REGISTRATION**

---

#### **SOURCE AND ACCEPTANCE OF REFERRALS**

- 4.1 POTENTIAL JPET PARTICIPANTS MAY BE REFERRED TO THE PROVIDER FROM A WIDE RANGE OF SOURCES.
- 4.2 DEEWR IT Systems will notify the Provider of the referral of each Potential JPET Participant from Centrelink, JCA Providers or Job Network providers by recording an appointment for the Potential JPET Participant in the Provider's Electronic Diary.
- 4.3 Except in a Performance Period where the Provider has met the Projected Places for that Performance Period, the Provider must accept each referral of a Potential JPET Participant from Centrelink, JCA Providers and other providers of Australian Government

employment services, including each referral of a person with Activity Test Requirements.

#### **Referral from another JPET Provider**

- 4.4 The Provider must, in accordance with the JPET Guidelines, contact, arrange and where possible conduct, an Initial Meeting with a JPET Participant referred from another JPET Provider to Resume them in the JPET Programme, within 10 Business Days of the date of referral as recorded on DEEWR IT Systems.
- 4.5 The Commencement of an Eligible JPET Participant referred in accordance with clause 4.4 will be counted as a Commencement [in the JPET Programme](#) and will count towards achievement of Business Levels for the Provider.

#### **NO GUARANTEE OF REFERRALS**

- 4.6 DEEWR does not guarantee any level of referrals of Potential JPET Participants to the Provider.

#### **ATTRACTING REFERRALS**

- 4.7 The Provider must:
- (a) establish and maintain effective linkages with appropriate local agencies to attract Potential JPET Participants to the JPET Programme; and
  - (b) market and promote the JPET Programme and deal with enquiries from the public or Potential JPET Participants.

#### **INITIAL MEETING AND COMMENCEMENT IN THE JPET PROGRAMME**

- 4.8 For Direct Registrants or a Potential JPET Participant referred to the Provider in accordance with clause 4.2, the Provider must conduct an Initial Meeting for the purpose of Commencing the Potential JPET Participant in JPET services.
- 4.9 The Provider must, in accordance with the JPET Guidelines:

- (a) for Direct Registrants, conduct an Initial Meeting, recorded in the Electronic Diary, with each Potential JPET Participant within 10 Business Days of the JPET Participant approaching the Provider; or
  - (b) for Potential JPET Participants referred by Centrelink, Job Capacity Assessment Providers or Job Network providers via the Electronic Diary, conduct an Initial Meeting on the date and time of the Electronic Diary appointment.
- 4.10 At the Initial Meeting in clause 4.9, the Provider must determine whether the Potential JPET Participant is Eligible to Commence the JPET Programme, in accordance with clauses 2.2 to 2.6.
- 4.11 Subject to clause 5, the Provider must ensure that when an appointment becomes available with the Provider, Potential JPET Participants who have Activity Test Requirements are given priority for Commencement.
- 4.12 At the Initial Meeting the Provider or Delegate, as relevant, must:
- (a) Commence each Eligible Potential JPET Participant on DEEWR IT systems;
  - (b) negotiate, update and sign an Activity Agreement or Voluntary Activity Agreement with the Potential JPET Participant in accordance with the JPET Guidelines;
  - (c) explain the Complaints process as set out in clause 36 of Part A [Dealing with Complaints] to the Potential JPET Participant;
  - (d) provide copies of, and information about, the Remote Services Code of Practice and the Remote Services Service Guarantee to the Potential JPET Participant; and
  - (e) update the JPET Participant's Intervention Plan.
- 4.13 If the Potential JPET Participant is not Eligible to Commence in JPET, the Provider must Exit the Potential JPET Participant in accordance with clause 8 and the JPET Guidelines.
- 4.14 The Provider is not obligated to Commence a Potential JPET Participant if they have achieved their Projected Places for the current Performance Period in accordance with clause 3.1, except where a JPET Participant is Resuming in the JPET Programme.

## **RAPID RECONNECTION**

- 4.15 Where the Potential JPET Participant or JPET Participant has an appointment in relation to a Rapid Reconnection, the Provider must meet with the Potential JPET Participant or JPET Participant for the purpose of Commencing or Resuming their participation in the JPET Programme.

- 4.16 Where a Potential JPET Participant or JPET 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, or within two (2) weeks where the Provider has no means of notifying Centrelink.

## **5. ELECTRONIC DIARY APPOINTMENTS FOR POTENTIAL JPET PARTICIPANTS**

---

- 5.1 Except where the Provider has met their Projected Places for a Performance Period, the Provider must ensure that the Provider's Electronic Diary has the capacity to enable Centrelink, JCA Providers or Job Network providers to make an appointment for a Potential JPET Participant.
- 5.2 The Provider should ensure that the Electronic Diary has, at all times, capacity to accept appointments in a timely manner for:
- (a) referrals under clause 5.1; or
  - (b) the purposes of Rapid Reconnection;
- unless otherwise agreed by DEEWR.
- 5.3 Following a referral in clause 5.2, where the Potential JPET Participant is Eligible, the Provider must either Commence or Resume the Eligible JPET Participant in the JPET Programme.
- 5.4 If the Commencement of a JPET Participant referred in accordance with clause 5.2(b) will result in the Provider exceeding the Projected Places for a Performance Period, the Provider must Commence that JPET Participant, and may apply to DEEWR in writing, for an additional payment of the Programme Rate for that JPET Participant.

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

---

### **Preparing Activity Agreements and Voluntary Activity Agreements – general requirements**

- 6.1 DEEWR will issue the Provider with the approved forms of Activity Agreements and Voluntary Activity Agreements.
- 6.2 The Provider must complete an Activity Agreement or a Voluntary Activity Agreement, as relevant, for each Potential JPET Participant or a JPET Participant, including where he or she has Commenced prior to 1 July 2007, within the timeframe set out in the JPET Guidelines.

- 6.3 The Provider must:
- (a) notify each Potential JPET Participant or JPET Participant of:
    - (i) the requirement to enter into an Activity Agreement or a Voluntary Activity Agreement, as relevant;
    - (ii) the places and times at which the relevant agreement is to be negotiated; and
    - (iii) for Youth Allowance recipients, the effect of failing to comply with the requirement to enter into an Activity Agreement (which may include a participation failure, or cancellation or suspension of their Youth Allowance).
  - (b) ensure that the Potential JPET Participant or JPET Participant understands their rights, responsibilities and obligations in relation to their agreement;
  - (c) when entering into an Activity Agreement or a Voluntary Activity Agreement with a Potential JPET Participant or JPET Participant, use the form issued under clause 6.1; and
  - (d) enter the details of the relevant agreement on DEEWR IT Systems.
- 6.4 Activity Agreements and Voluntary Activity Agreements must:
- (a) comply with the JPET Guidelines;
  - (b) outline the obligations and activities that assist in achieving the planned employment goals of the JPET Participant;
  - (c) take into account:
    - (i) the Potential JPET Participant or JPET Participant's education, experience, skills and age;
    - (ii) the impact of any disability, illness, mental condition or physical condition of the Potential JPET Participant or JPET Participant 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 Potential JPET Participant or JPET Participant in accessing that market;
    - (iv) the participation opportunities available to the Potential JPET Participant or JPET Participant;
    - (v) the family and caring responsibilities of the Potential JPET Participant or JPET Participant;
    - (vi) the length of travel time required for compliance with the agreement;
    - (vii) the financial costs of complying with the Activity Agreement (including travel costs), and the capacity of the Potential JPET Participant or JPET Participant to pay for such compliance;
    - (viii) the Potential JPET Participant or JPET Participant's Non-Vocational Barriers to employment; and

- (ix) any other matters that the Provider considers relevant in the circumstances.
- (d) be revised by the Provider as required by the circumstances of the Potential JPET Participant or JPET Participant or the JPET Guidelines; and
- (e) if the Potential JPET Participant or the JPET Participant:
  - (i) has Activity Test Requirements, be signed by a Delegate; or
  - (ii) does not have Activity Test Requirements, be signed by the Provider.

**POTENTIAL JPET PARTICIPANT AND JPET PARTICIPANTS WITH ACTIVITY TEST REQUIREMENTS**

- 6.5 If a Potential JPET Participant or a JPET Participant has Activity Test Requirements, 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) in relation to a Parenting Payment Activity Agreement – sections 501 to 501E of the *Social Security Act 1991* (Cth);
    - (ii) in relation to a Youth Allowance Activity Agreement – sections 544A to 544E of the *Social Security Act 1991* (Cth); and
    - (iii) in relation to a Newstart Activity Agreement – sections 605 to 607C of the *Social Security Act 1991* (Cth); and
  - (b) ensure that the Activity Agreement is signed by the Potential JPET Participant or the JPET Participant after it is signed by a Delegate;
  - (c) once the Activity Agreement has been signed by a Delegate and the Potential JPET Participant or the JPET Participant, enter the Delegate's approval onto DEEWR IT Systems;
  - (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 Potential JPET Participant or JPET Participant has signed the Activity Agreement after the Delegate;



- (e) ensure that the Activity Agreement details the activities required to meet the Activity Test Requirements;
- (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 a Potential JPET Participant or JPET Participant who has Activity Test Requirements 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) agree to the reasonable terms, or any reasonable variation, of their Activity Agreement as proposed in negotiation between a Delegate and the Potential JPET Participant or JPET Participant;
  - (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 their Activity Agreement; or
  - (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 Potential JPET Participant or JPET Participant in accordance with the Participation Reporting Guidelines, 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 in accordance with clause 6.6(h); or
    - (ii) after contact, a Valid Reason for such failure,

the Provider must, subject to clause 4.16:



- (k) complete and submit a Participation Report to Centrelink, within 5 Business Days of the day the Provider becomes aware of the failure under clause 6.6(a) to clause 6.6(g) in accordance with this Deed and the Participation Reporting 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.

### **Compliance with Voluntary Activity Agreements**

#### **6.7** If a Potential JPET Participant or JPET Participant who does not have Activity Test Requirements fails to:

- (a) enter into a Voluntary Activity Agreement; or
- (b) comply with the terms of their Voluntary Activity Agreement;

the Provider must, if the failure has not yet been discussed, attempt to contact the Potential JPET Participant or JPET Participant as soon as practicable to ascertain whether he or she had sufficient reason(s) for the failure. In the absence of either:

- (c) contact, after at least two (2) attempts, made on separate Business Days, to contact him or her; or
- (d) after contact, sufficient reason(s) for such failure;

the Provider may Exit the Potential JPET Participant or JPET Participant in accordance with clause 8 and the JPET Guidelines.

## **7. JPET SERVICES**

---

### **PROVISION OF JPET SERVICES**

#### **7.1** The Provider must provide the JPET Services:

- (a) in accordance with this Deed and the JPET Guidelines; and
- (b) during the Programme Period.

#### **7.2** The Provider must carry out the following Activities:

- (a) Commence and Resume Eligible JPET Participants in the JPET Programme, as relevant;
- (b) have Formal Contact with JPET Participants at least every 28 calendar days in accordance with the JPET Guidelines;
- (c) re-engage JPET Participants where they have failed to attend Scheduled Meetings and as required, notify Centrelink in accordance with clauses 6.6 and 12;

- (d) perform the Core Services set out in clause 7.4;
- (e) provide Transitional Support as set out in clauses 7.5, 7.6 and 7.7; and
- (f) have JPET Participants remain engaged in the JPET Programme until they achieve an Economic Outcome or are Exited or can no longer benefit from the JPET Programme as determined by the Provider.

7.3 The Provider must promptly inform the Account Manager of any matters that might affect the Provider's ability to carry out the Activities under this Deed.

### **JPET CORE SERVICES**

7.4 The Provider must deliver the following JPET Core Services:

- (a) assessment activities, which include:
  - (i) conducting an Initial Meeting in accordance with clause 4.12;
  - (ii) assessing each JPET Participant's needs and Multiple Non-Vocational Barriers;
  - (iii) negotiating and completing an Activity Agreement or Voluntary Activity Agreement with the JPET Participant in accordance with clause 6; and
  - (iv) based on the assessment in clause 7.4(a)(ii) above, developing an Intervention Plan for each JPET Participant in accordance with clauses 7.12 to 7.15;
- (b) case management and personal support services, which include:
  - (i) providing individual case management and support for the duration of each JPET Participant's participation in the JPET Programme which includes:
    - (A) counselling the JPET Participant, including guidance, assistance, encouragement and building self-esteem and confidence;
    - (B) providing appropriate assistance to each JPET Participant's particular needs; and
    - (C) at a minimum, maintaining Formal Contact every 28 calendar days with the JPET Participant, as required by the JPET Guidelines, unless otherwise agreed by DEEWR;
  - (ii) monitoring each JPET Participant's progress during their participation in the JPET Programme, including reviewing, with the JPET Participant, and in accordance with the JPET Guidelines, the JPET Participant's circumstances and achievements against the Intervention Plan; and
  - (iii) Transitional Support as specified in clauses 7.5 to 7.7 for each JPET Participant for 13 weeks while the JPET Participant is transitioning to an Economic Outcome;

- (c) referral and advocacy services, which include, based on an understanding of the local community and relationships developed with other organisations:
  - (i) making referrals in accordance with the JPET Guidelines, including supported referrals, to other agencies or programmes to obtain specialist assistance appropriate to each JPET Participant's particular needs; and
  - (ii) providing advocacy for JPET Participants within existing community or government agencies and services; and
- (d) practical support services, being practical support and assistance to a JPET Participant to facilitate their move towards an Economic Outcome, and which includes using Funds from the Brokerage Component to provide practical support to JPET Participants to meet their needs and overcome barriers.

### **TRANSITIONAL SUPPORT**

- 7.5 **The Provider must provide Transitional Support to a JPET Participant for 13 weeks in accordance with the JPET Guidelines.**
- 7.6 The Provider must make a minimum of three (3) Formal Contacts with the JPET Participant during Transitional Support.
- 7.7 Where a JPET Participant is transitioning from the JPET Programme to an Economic Outcome, the Provider must negotiate with the relevant provider/organisation to arrange Transitional Support, which includes:
  - (a) determining the frequency of contact with the JPET Participant, depending on the JPET Participant's individual needs;
  - (b) recording contacts for the purposes of Transitional Support on DEEWR IT Systems.

### **DELIVERY OF JPET CORE SERVICES**

- 7.8 The Provider must provide the JPET Core Services in a way that:
  - (a) is tailored to the needs of, and addresses the Multiple Non-Vocational Barriers facing, the JPET Participant;
  - (b) **is tailored to respond to the needs and circumstances of each JPET Participant;**
  - (c) utilises and links with relevant services, agencies or programmes operating in the Remote ESA;
  - (d) is accessible to JPET Participants; and
  - (e) **does not duplicate or replace existing services in the Remote ESA.**

- 7.9 The JPET Core Services must be provided in a flexible manner which is designed to assist JPET Participants to achieve an Economic Outcome.

### **LOCATION OF JPET CORE SERVICES**

- 7.10 The Provider must deliver the JPET Core Services in the Remote ESAs:
- (a) at the Sites and be open at the times specified in Item E2.13 of Schedule E2; and
  - (b) on an Outreach Basis, at other locations as required by the needs of JPET Participants.
- 7.11 The Provider must provide accessible and well presented premises at all Sites that:
- (a) prominently display and make available promotional material relating to the Remote Services Code of Practice and the Remote Services Service Guarantee; and
  - (b) have clear signs indicating that the Site provides JPET Core Services (in languages other than English if appropriate) in accordance with the Employment Services Style Guide.

### **INTERVENTION PLAN**

- 7.12 The Provider must prepare an Intervention Plan for each JPET Participant, in consultation with that JPET Participant, no later than 30 business days after the Participant Commencement Date for that JPET Participant.
- 7.13 Each Intervention Plan must, to DEEWR's satisfaction:
- (a) list the JPET Participant's Multiple Non-Vocational Barriers and the status, as set out on DEEWR IT Systems, of each the Multiple Non-Vocational Barriers;
  - (b) identify proposed strategies and appropriate interventions that the JPET Participant requires to overcome their identified Multiple Non-Vocational Barriers;
  - (c) detail the sequence of those interventions and how they will be delivered; and
  - (d) comply with any additional requirements under the JPET Guidelines.
- 7.14 The Provider must ensure that each Intervention Plan:
- (a) is in the format advised by DEEWR;
  - (b) is submitted to DEEWR on DEEWR IT Systems;
  - (c) is consistent with the JPET Guidelines; and
  - (d) is consistent with the Remote Services Service Guarantee.

- 7.15 The Provider must review and update a JPET Participant's Intervention Plan on DEEWR IT Systems:
- (a) if a JPET Participant's circumstances change; and
  - (b) to reflect a JPET Participant's ongoing progress in the JPET Programme.

### **FREQUENCY OF CONTACT WITH JPET PARTICIPANTS**

- 7.16 The Provider must provide JPET Core Services to each JPET Participant through regular and ongoing Formal Contact every 28 calendar days with the JPET Participant.
- 7.17 Where an Activity Tested JPET Participant does not attend or cooperate in the Formal Contact referred to in clause 7.16, the Provider must follow the process set out in clause 6.6.

#### **Failure to Commence, Resume or attend an Initial Meeting**

- 7.18 The Provider must, in accordance with the JPET Guidelines, make a record on DEEWR IT Systems where:
- (a) a Potential JPET Participant fails to Commence; or
  - (b) a JPET Participant fails to Resume.

## **8. EXITS**

---

#### **Prior to a JPET Participant being Exited**

- 8.1 Prior to Exiting an Activity Tested JPET Participant from the Programme, the Provider must refer the JPET Participant to a Job Capacity Assessment Provider. This requirement does not apply to a JPET Participant who:
- (a) has achieved an Economic Outcome; or
  - (b) is incarcerated or deceased;
  - (c) has been transferred to another JPET Provider; or
  - (d) is Exited by DEEWR or a Job Capacity Assessment Provider.

#### **When a JPET Participant is Exited**

- 8.2 The Provider must Exit a JPET Participant from the JPET Programme when:
- (a) a JPET Participant, other than an Activity Tested JPET Participant, no longer wishes to participate in the JPET Programme with the Provider;
  - (b) the JPET Participant relocates and wishes to participate in the JPET Programme in their new location;
  - (c) the Provider has completed providing Transitional Support to the JPET Participant who has achieved an Economic Outcome;

- (d) the Objectives specified in clause 2.1 have been achieved in respect of the JPET Participant;
  - (e) DEEWR, Centrelink or a Job Capacity Assessment Provider notifies the Provider to cease providing JPET Core Services to the JPET Participant;  
or
  - (f) any of the situations outlined in the JPET Guidelines occurs,
- whichever is the earlier.

8.3 The Provider:

- (a) must not provide JPET Core Services to a JPET Participant after they have been Exited; and
- (b) is not entitled to Funding if any JPET Core Services are provided by the Provider to the JPET Participant after they have been Exited.

8.4 The Provider must record all Exits, in accordance with the JPET Guidelines, on DEEWR IT Systems other than those Exits that are:

- (a) automatically recorded by DEEWR IT Systems; or
- (b) recorded by DEEWR on DEEWR IT Systems.

**Exit Report**

8.5 The Provider must finalise and submit an Exit Report for a JPET Participant on DEEWR IT Systems on, or prior to, the date that the JPET Participant is Exited on DEEWR IT Systems in accordance with clause 8.4.

8.6 An Exit Report must include:

- (a) where clause 8.2(a) applies, the JPET Participant's reason for leaving the JPET Programme;
- (b) the interventions undertaken by the Provider and JPET Participant and, if relevant, by any other JPET Provider;
- (c) any difficulties faced by the JPET Participant during the JPET Programme;
- (d) achievement of Outcomes; and
- (e) the JPET Participant's remaining Multiple Non-Vocational Barriers, if any, and any recommendations for future activities and interventions.

8.7 Where clause 8.2(c) applies, the Exit Report must also include details of the Economic Outcome that has been achieved by the JPET Participant.

**Resuming Eligible JPET Participants**

- 8.8 If an Eligible JPET Participant Resumes with the Provider after being Exited in the same Financial Year as their original Commencement they will not count towards achievement of the Business Level.
- 8.9 If an Eligible JPET Participant Resumes with the Provider after 13 weeks of the date they are Exited in a different Financial Year to their original Commencement, they will be counted as a Commencement on the programme and will count towards achievement of the Business Level.
- 8.10 Where an Eligible JPET Participant is Resuming in the JPET Programme the Provider must:
- (a) complete an Intervention Plan, where one does not exist, or review and amend the JPET Participant's existing Intervention Plan, as appropriate, based on the JPET Participant's current circumstances; and
  - (b) amend that JPET Participant's Activity Agreement or Voluntary Activity Agreement as appropriate.

### Transfers

- 8.11 When a JPET Participant relocates and wishes to participate in the JPET Programme in their new location, the Provider must:
- (a) facilitate a Transfer, in accordance with the JPET Guidelines, to an appropriate JPET Provider in the new location;
  - (b) transfer all of the JPET Participant's records to the new JPET Provider in accordance with the Records Management Instructions.
- 8.12 If the JPET Provider Commences the JPET Participant Transferred in clause 8.11, the JPET Participant will count as a new Commencement for the new JPET Provider.

## 9. REPORTING REQUIREMENTS AND RECORD KEEPING

---

### Acquittal Reports

- 9.1 In addition to the requirements set out in clauses 17.9 and 17.10 of Part A, and subject to clause 9.3 of this Part E, the Acquittal Report must include:
- (a) fully itemised breakdown of Budget Line Items;
  - (b) indicate whether the Provider would like DEEWR to apply the Carryover Funding provisions as set out in clauses 11.22 to 11.24 for the following Financial Year;
  - (c) if applicable, the amount of Actual Funding received for each Budget Line Item which is unexpended or unacquitted;



- (d) if applicable, amounts spent in excess of the Actual Funding received for each Budget Line Item; and
  - (e) if applicable, the amount of any Previous Carryover Funding against each Budget Line Item.
- 9.2 The Provider may, in accordance with the JPET Guidelines, request DEEWR's approval to provide a Combined Acquittal Report for the remaining term of the Deed.
- 9.3 If DEEWR approves a request made pursuant to clause 9.2, the Provider must, notwithstanding clause 9.1, in addition to the requirements set out in clauses 17.9 and 17.10 of Part A, provide a Combined Acquittal Report for the remaining term of the Deed, in accordance with the JPET Guidelines.
- 9.4 The Combined Acquittal Report must include:
- (a) the details of the Outreach ESA and the Neighbouring Service ESA that have been combined;
  - (b) a fully itemised breakdown of the combined Budget Line Items;
  - (c) indicate whether the Provider would like DEEWR to apply the Carryover Funding provisions as set out in clauses 11.22 to 11.24 for the following Financial Year;
  - (d) if applicable, the amount of Actual Funding received for each Budget Line Item which is unexpended or unacquitted;
  - (e) if applicable, amounts spent in excess of the Actual Funding received for each combined Budget Line Item; and
  - (f) if applicable, the amount of any Previous Carryover Funding against each of the combined Budget Line Items.
- 9.5 The Acquittal Report and Combined Acquittal Report must be in the form set out in the JPET Guidelines, or as otherwise specified by DEEWR.

### **Progress Report**

- 9.6 If requested by DEEWR, the Provider must provide, within 20 Business Days of the request, a Progress Report for expenditure in the period specified in the request.
- 9.7 In addition to the requirements set out in clause 17.8 of Part A, the Progress Report must include a fully itemised breakdown of income and expenditure against the Budget Line Items for the period specified in the request.
- 9.8 The Progress Report must be in the form set out in the JPET Guidelines or as specified by DEEWR.

### **Record keeping**

- 9.9 In addition to the requirements set out in clause 29 of Part A of this Deed, the Provider must meet the Documentary Evidence requirements detailed in the JPET Guidelines.
- 9.10 The Provider must enter all information on DEEWR IT Systems within the timeframes specified in this Part E or the JPET Guidelines.

### **Job Seeker Incident Report**

- 9.11 The Provider must submit a Job Seeker Incident Report on DEEWR IT Systems in accordance with the JPET Guidelines when an Incident occurs.

## **10. INFORMATION TECHNOLOGY**

---

- 10.1 During the Programme Period, DEEWR may, pursuant to clause 18.1 of Part A of this Deed, on 60 Business Days notice, require the Provider, at its own cost, to use the DEEWR IT Systems for the purpose of providing JPET Services.
- 10.2 If DEEWR requires the Provider to use the DEEWR IT Systems pursuant to clause 10.1, the Provider may be required, at its own cost, amongst other things and as notified by DEEWR, to:
- (a) claim any Funding instalments;
  - (b) submit any Reports; and
  - (c) enter any data;
- on DEEWR IT Systems.

## **11. PAYMENTS**

---

### **Payment of Funding**

- 11.1 All payments under this Part E are “Funding” for the purposes of Part A of this Deed.
- 11.2 DEEWR will pay the Provider the Total Funding subject to, and in accordance with, this Deed.

### **Programme Remote Services Fee and Top Up Remote Services Fees**

- 11.3 Subject to clause 9.5 of Part A, DEEWR will pay the Provider the Programme Remote Services Fee and the Top Up Remote Services Fee in accordance with clause 9 of Part A of this Deed.
- 11.4 For the purposes of clause 3.1 of Part E and clause 9 of Part A of this Deed, a Projected Place in the JPET Programme is Satisfied on Commencement of a JPET Participant in that Projected Place.

## Funding Payments

- 11.5 IF DEEWR DECREASES THE PROVIDER'S BUSINESS LEVEL IN A REMOTE ESA FOR A FINANCIAL YEAR, THE AMOUNT OF FUNDING PAYABLE TO THE PROVIDER FOR THAT REMOTE ESA AND FINANCIAL YEAR WILL CORRESPONDINGLY DECREASE. IF THE PROVIDER HAS ALREADY RECEIVED FUNDING IN EXCESS OF THE AMOUNT PAYABLE ACCORDING TO THE DECREASED BUSINESS LEVEL, THE PROVIDER MUST IMMEDIATELY REPAY THE EXCESS TO DEEWR.
- 11.6 If the Provider fails to meet any of the requirements of this Deed in respect of a JPET Participant, that part of the Programme Remote Services Fee or the Top Up Remote Services Fees which are relevant to the failure (as determined by DEEWR) may be required by DEEWR to be refunded to DEEWR within 20 Business Days of notice to the Provider from DEEWR.
- 11.7 If this Deed is terminated, any part of the Programme Remote Services Fee or the Top Up Remote Services Fees remaining (as determined by DEEWR) may be required by DEEWR to be refunded to DEEWR within 20 Business Days of notice to the Provider from DEEWR.
- 11.8 Amounts referred to in clauses 11.6 and 11.7 which are unpaid to DEEWR, will be considered to be an amount owed to DEEWR under clause 13 of Part A of this Deed

## Brokerage Component

- 11.9 THE PROVIDER MUST USE THE BROKERAGE COMPONENT ONLY FOR THE PURPOSES OF PURCHASING DIRECT ASSISTANCE AND SUPPORT TO JPET PARTICIPANTS IN ACCORDANCE WITH CLAUSES 11.10 TO 11.12 AND THE JPET GUIDELINES.
- 11.10 The Provider:
- (a) is not required to expend the Brokerage Component on every JPET Participant that Commences with the Provider; and
  - (b) must consider the individual needs of each JPET Participant when determining whether the Brokerage Component should be expended.
- 11.11 The Provider must:
- (a) use the Brokerage Component only to purchase specific services to overcome barriers faced by a JPET Participant and assist in their engagement or re-engagement in education, training, employment, employment assistance or other specialist services relevant to their barriers and circumstances;

- (b) retain appropriate evidence of expenditure of the Brokerage Component; and
- (c) not use the Brokerage Component for:
  - (i) any costs or overheads associated with delivering the JPET Core Services;
  - (ii) any activities, assistance or services that the Provider is required to deliver under this Deed;
  - (iii) assistance not directly related to addressing the needs and barriers of the individual JPET Participant;
  - (iv) purchases that may bring the JPET Programme or the Commonwealth into disrepute;
  - (v) purchases that are not in accordance with the JPET Guidelines; or
  - (vi) wage subsidies or other employment related assistance available through other programmes such as Job Network, and
- (d) record the Brokerage expenditure on DEEWR IT Systems and in accordance with the JPET Guidelines.

11.12 DEEWR may advise the Provider from time to time of items, goods or services that the Provider must not purchase with the Brokerage Component.

#### **Budget**

11.13 The Budget for each Remote ESA is set out at Item E2.15 of Schedule E2 and includes nominated expenditure against each of the Budget Line Items for each Remote ESA equalling the Remote ESA Financial Year (FY) Funding Amount.

11.14 '[Reserved]'

11.15 Where the Provider is offered additional places or has a decreased Business Level, the Provider should re-submit a revised Budget based on the revised Remote ESA Financial Year (FY) Funding Amount.

11.16 In accordance with clause 11.1 of Part A, the Provider must expend the Funding in a manner consistent with the Budget and in accordance with the JPET Guidelines.

#### **Evidence of items purchased with the Brokerage Component**

11.17 The Provider must maintain evidence of what practical support is purchased with the Brokerage Component and, upon request by DEEWR, provide that evidence to DEEWR in the form prescribed in clauses 28.1 and 16.7(g) of Part A.

## **Acquittal Adjustment**

- 11.18 After receipt of the Acquittal Report in accordance with clause 9.1 or Combined Acquittal Report in accordance with clause 9.4, DEEWR will calculate the amount of unexpended or unacquitted Funds by making the following adjustment:
- (a) where the actual Brokerage Component expenditure exceeds the amount of the Actual Funding received for the Brokerage Component Budget Line Item, the amount of excess Brokerage Component expenditure will be acquitted against any unexpended or unacquitted Funding in the operational and/or staffing Budget Line Items;
  - (b) where the actual staffing expenditure exceeds the Actual Funding received for the staffing Budget Line Item, the amount of excess staffing expenditure will be acquitted against any unexpended or unacquitted Funding in the operational Budget Line Item;
  - (c) where the actual operational expenditure exceeds the Actual Funding received for the operational Budget Line Item then the amount of excess operational expenditure will be acquitted against any unexpended or unacquitted Funding in the staffing Budget Line Item.
- 11.19 DEEWR will not adjust the staffing and/or operational expenditure which is in excess of the Actual Funding received for those Budget Line Items, against unexpended or unacquitted Funding in the Brokerage Component Budget Line Item.

## **Carryover Funding**

- 11.20 DEEWR may apply the Carryover Funding provisions, as set out in clause 11.28 to 11.24 where the Provider has, in accordance with clause 9.1(b) or 9.4(c), indicated that they would like DEEWR to apply the Carryover Funding provisions.
- 11.21 For the avoidance of doubt, DEEWR may refuse any request for Carryover Funding at its absolute discretion.
- 11.22 If, following the Acquittal Adjustment, the Provider has unexpended or unacquitted Funding for any Budget Line Item, DEEWR will calculate the amount of Carryover Funding for the next Financial Year in accordance with clause 11.23.
- 11.23 The Carryover Funding will be an amount no greater than 10% of the Actual Funding received in the previous Financial Year, and will be calculated by:
- (a) carrying over any unexpended or unacquitted Funding in the Brokerage Component Budget Line Item as a priority; and

- (b) if (a) is less than 10% of Actual Funding received, then carrying over any unexpended or unacquitted Funding in the staffing and operational Budget Line Items,

in accordance with the JPET Guidelines.

- 11.24 Any Carryover Funding must be allocated to the Budget Line Item to which the Funds applied in the previous Financial Year, or as otherwise notified by DEEWR. The Budget Line Item is then adjusted to take into account the Carryover Funding.

### **Remaining Unexpended or Unacquitted Funds**

- 11.25 If after the Acquittal Adjustment and, if applicable, the calculation of Carryover Funding, there are any remaining unexpended or unacquitted Funds paid by DEEWR to the Provider in a Financial Year, such unexpended or unacquitted Funds must, as set out in clauses out in clauses 11 and 13 of Part A, be repaid by the Provider or otherwise dealt with as notified by DEEWR.

## **12. NOTIFICATION TO CENTRELINK**

---

- 12.1 In respect of any Potential JPET Participant or JPET Participant who are in receipt of [Income Support Payment\(s\)](#), the Provider must notify Centrelink of any:
  - (a) change in the circumstances of a Potential JPET Participant or JPET Participant; and
  - (b) non-compliance or possible non-compliance by a Potential JPET Participant or JPET Participant of obligations relating to [Income Support Payment \(s\)](#),within five (5) Business Days of becoming aware of the change in circumstances, non-compliance or possible non-compliance.
- 12.2 The Provider must respond within five (5) Business Days to any request for information by Centrelink or DEEWR about any change in circumstances, non-compliance or possible non-compliance referred to in clause 12.1.

## **13. INSURANCE REQUIREMENTS**

---

- 13.1 As required by clause 33 of Part A of this Deed, the Provider must, at its own cost, effect and maintain or cause to be effected and maintained, for the Programme Period, insurance relevant to the provision of JPET Services and the Provider's obligations under this Deed, including but not limited to the following insurances:
  - (a) for any motor vehicle used in the provision of any JPET 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 provision of any JPET Services or pursuant to this Deed (including transporting JPET Participants and Potential JPET 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 provision of any JPET Services or pursuant to this Deed (including transporting JPET Participants and Potential JPET Participants);
- (b) 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 JPET Participants and Potential JPET 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 provision of any JPET Services or this Deed;

- (c) insurance which insures any injury, damage, expense, loss or liability suffered or incurred by any person engaged in work by the Provider under this Deed as it applies in respect of this Deed including employees of the Provider:
- (i) giving rise to a claim:
    - (A) under any statute relating to workers' or accident compensation; and
    - (B) in relation to JPET Services that are provided in Western Australia, employer's liability at common law with a limit of indemnity of not less than \$50 million for any one occurrence;
  - (ii) in each State or Territory where the Provider's employees normally reside or where their contract of employment was made, or where JPET 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 DEEWR for its liability as principal in relation to any claim by an employee of the Provider or a JPET

Participant; and

- (d) professional indemnity insurance or errors and omissions insurance to be maintained during the Programme Period and for at least seven years following the end of the Programme Period:
  - (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 this Deed as it applies in respect of this Part E and any JPET 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.

#### **14. POLICE CHECKS**

---

- 14.1 THE PROVIDER WARRANTS THAT THE PROVIDER WILL NOT ENGAGE ANY PERSON, IN PAID OR VOLUNTARY WORK, ON, OR IN RELATION TO, ANY PART OF THE JPET SERVICES WITHOUT FIRST CONDUCTING A POLICE CHECK OF THAT PERSON'S CRIMINAL RECORD.
- 14.2 THE PROVIDER WARRANTS THAT THE PROVIDER WILL NOT ENGAGE ANY PERSON, IN PAID OR VOLUNTARY WORK, ON, OR IN RELATION TO, ANY PART OF THE JPET SERVICES WHO HAS A SERIOUS CRIMINAL RECORD WITHOUT THE PRIOR WRITTEN PERMISSION OF THE ACCOUNT MANAGER.
- 14.3 IF REQUESTED BY DEEWR, THE PROVIDER MUST PROVIDE TO DEEWR EVIDENCE SATISFACTORY TO DEEWR THAT THE PROVIDER HAS COMPLIED WITH THIS CLAUSE 14.

#### **15. MEASURING PERFORMANCE**

---

##### *Measuring Performance*

- 3.1. **In accordance with, and in addition to, the requirements set out in clause 22 of Part A [Performance Management], DEEWR will assess the performance of the Provider against all or any of the following during a Performance Review:**
  - A. the measures specified at Clause 22 of Part A [Performance Management];
  - B. Performance Benchmarks;





- C. the JPET High Performance Indicator Framework;
- D. JPET Single Score; and
- E. any other matter that DEEWR considers relevant and notifies the Provider of.

### ***Performance Benchmarks***

- 3.2. **DEEWR may set Performance Benchmarks against some or all of the KPI measures specified at Clause 22 of Part A for the Provider. DEEWR will notify the Provider of these Performance Benchmarks and any changes to them.**
- 3.3. **The Provider must meet any Performance Benchmarks set by DEEWR under clause 15.2.**
- 3.4. **If a Performance Benchmark is not met by the Provider, DEEWR may take the action specified in clause 22.9 of Part A [Performance Management].**
- 3.5. **If action is taken by DEEWR under clause 22.9 of Part A [Performance Management] then in addition to the action DEEWR may take under clause 40 of Part A [Remedies], DEEWR may also reduce the Provider's Business Level under clause 40.2(j) of Part A.**

### ***JPET High Performance Indicator Framework***

- 3.6. **The JPET High Performance Indicator Framework will comprise the following performance indicators, which are derived from elements of the KPI measures:**
  - A. Remote Utilisation;
  - B. Engagement;
  - C. Economic Outcome Rate;
  - D. Social Outcome Rate; and
  - E. any other performance indicators that DEEWR considers relevant and notifies the Provider of.

### ***JPET Single Score***

- 3.7. **The Provider will be allocated a JPET Single Score for the Remote ESA in which they deliver services, at least six monthly. Each JPET Single Score will be calculated using a weighting against each of the elements of the JPET High Performance Indicator Framework.**
- 3.8. **DEEWR may use the JPET Single Score to compare the JPET Provider's performance against other JPET Providers.**

### ***Adjustment of Business Levels***

- 3.9. If, at any time, DEEWR determines that the performance of the Funding Recipient is less than satisfactory, DEEWR may, at its sole discretion, immediately decrease the Business Levels for all or part of the remaining Activity Period.**
- 3.10. For the avoidance of doubt, references in this clause 15 to decreasing Business Levels include reducing or decreasing Business Levels to zero. If required by DEEWR, where DEEWR reduces to zero the Business Level of an ESA, the Funding Recipient must:**
- A. discontinue providing JPET Services from the ESA from the date specified by DEEWR; and**
  - B. immediately return all unacquitted Funds to DEEWR.**
- 3.11. This clause 15 is without prejudice to any other right which has or may accrue to the Commonwealth.**



## Remote Services Deed 2006-2009

### Part E—Job Placement Employment and Training Programme

#### Schedule E1: JPET Budget Line Item Definitions

---

**Staffing Costs** are all staffing costs associated with the delivery of JPET Core Services, including:

1. staff salaries and on costs/staff accruals;
2. professional development;
3. staff supervision costs;
4. training and conference expenses;
5. workers compensation insurance;
6. superannuation; and
7. job advertising.

**Operational Costs** are those costs associated with delivery of JPET Core Services to JPET Participants:

1. service delivery expenses;
  2. information sessions, marketing/promotion and advertising;
  3. support activities and other programme development costs;
  4. travel costs including travel expenses, cost associated with staff travel and motor vehicle leases for those vehicles used for direct service delivery.
  5. electricity and gas expenses;
  6. telephone;
  7. postage, printing, photocopying, stationery;
  8. office equipment;
  9. maintenance and repairs of office equipment;
  10. stores and other administration costs;
  11. computer software;
  12. meeting costs;
  13. legal expenses;
  14. amenities;
  15. library;
  16. external audit and accounting services;
  17. finance costs and bank charges;
- 



18. organisational memberships and levies including that of peak bodies and other social services organisations and other operational expenses;
19. property costs: those costs associated with accommodation, rent, building insurance, cleaning, maintenance and repairs of buildings and grounds, rates and taxes, depreciation (property); and other property expenses; and
20. insurance.

**Brokerage Component Costs** are those costs associated with the sole purpose of providing and purchasing direct assistance and support for participants. These can include expenditure on:

1. Education Fees
2. Education Materials
3. Medical
4. Food
5. Utilities
6. Rent
7. Crisis Accommodation
8. Clothes
9. Activities
10. Specialist
11. Legal



## Remote Services Deed 2006-2009

### Part E—Job Placement Employment and Training Programme

#### Schedule E2: Deed and Business Details

---

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

© Commonwealth of Australia 2006

This work is copyright. You may display, print and reproduce this material in unaltered form only (retaining this notice) for your personal, non-commercial use or use within your organisation. Apart from any use as permitted under the *Copyright Act 1968*, all other rights are reserved.

All reference to the former DEEWR have been replaced with DEEWR throughout this Deed (as per the changes made in the General Remote Services Deed Variation 4) and should be read as such in this Deed.



**Australian Government**

---

**Department of Education, Employment and Workplace Relations**

**PART F**

**SPECIFIC CONDITIONS**

**REMOTE SERVICES DEED**

**2006-2009**

**NEW ENTERPRISE INCENTIVE SCHEME  
PROGRAMME**

## CONTENTS

<b>1.</b>	<b>Interpretation</b>	<b>3</b>
<b>2.</b>	<b>PROGRAMME</b>	<b>6</b>
<b>3.</b>	<b>Confidentiality</b>	<b>11</b>
<b>4.</b>	<b>Fees and Recovery</b>	<b>12</b>
<b>5.</b>	<b>MONITORING AND PERFORMANCE</b>	<b>12</b>
<b>6.</b>	<b>Insurance</b>	<b>13</b>
<b>7.</b>	<b>Transfer to another Provider</b>	<b>13</b>
<b>8.</b>	<b>Continuation of Programme after Programme Period</b>	<b>14</b>
	<b>Schedule F1 — Deed of Confidentiality</b>	<b>15</b>
	<b>Schedule F2 — dEED and Business Details...</b>	<b>19</b>



## 1. INTERPRETATION

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

- (a) **'Account Manager'** means the person specified at Item F2.1 of Schedule F2;
- (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 DEEWR 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 DEEWR 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 specified at Item F2.2 of Schedule F2.
- (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 DEEWR 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 DEEWR 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 DEEWR 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 DEEWR, in a form approved by DEEWR;
- (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 DEEWR through the NEIS Secure Site;
- (k) 'Mentor' means the Provider or a Sub-contractor who provides Mentor Support to NEIS Participants 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 DEEWR's IT system who is:
  - (i) a JSSO job seeker as defined in Part D of the Deed;
  - (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;
- (lc) 'NEIS Allowance' means an allowance payable by DEEWR to a NEIS Participant in accordance with the NEIS Participant Agreement;
- (ld) '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 DEEWR) commencing on a date approved by DEEWR, but excluding any period in which the NEIS Participant Agreement is suspended by DEEWR;
- (m) 'NEIS Commencement' occurs on the date when the Participant commences receipt of NEIS Assistance, or as otherwise approved by DEEWR in writing;
- (ma) 'NEIS Participant' means a person who is party to a current NEIS Participant Agreement and who has commenced receipt of NEIS Assistance;
- (n) 'NEIS Participant Agreement' means the agreement entered into between an Eligible Job Seeker and DEEWR;
- (oa) 'NEIS Rental Assistance' means rental assistance payable by DEEWR to a Participant in accordance with the NEIS Participant Agreement;

- (o) 'Outcome Fee' is the amount DEEWR will pay the Provider in accordance with clause 4.2;
- (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 DEEWR IT Systems or as otherwise notified by DEEWR;
- (pa) [Reserved];
- (q) 'Post-Programme Outcome' occurs when a NEIS Participant is verified by DEEWR 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) [Reserved];
- (t) [Reserved];
- (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 Deed:

- (a) Eligible Job Seekers;
- (b) NEIS Participants; and
- (c) Prospective Participants.

## **2. PROGRAMME**

---

- 2.1 The Provider must provide the Programme only in the Remote ESA and at the Sites set out in Item F2.10 of Schedule F2 unless otherwise agreed by DEEWR in writing. The Provider must ensure that the Sites are open for the provision of the Programme in accordance with, and at the times specified, in Item F2.10 of Schedule F2.
- 2.1A The Programme Start Date is set out in Item F2.3 of Schedule F2, and the Programme Period is set out in Item F2.4 of Schedule F2.

- 2.2 [Reserved].
- 2.3 [Reserved].
- 2.3A Unless otherwise agreed to by DEEWR in writing, the Provider must provide the Programme only to Eligible Job Seekers and NEIS Participants whose proposed business for which they will receive NEIS Assistance is from a business address within the Remote ESA set out in Item F2.10 of Schedule F2.
- 2.4 The Provider must provide the Programme to Eligible Job Seekers and NEIS Participants to assist them in establishing and running viable new small businesses in accordance with any written instructions that DEEWR may issue to the Provider from time to time.
- 2.5 The Programme to be provided includes, but is 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 DEEWR, 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 five 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 DEEWR for DEEWR'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 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 five Business Days, if a Prospective Participant withdraws from Training;
  - (g) tell the relevant Job Network Member and Centrelink, in writing, within five 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 five 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 DEEWR, in writing, within five 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 DEEWR, in writing, within five 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 DEEWR, in writing, within five 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 DEEWR 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 DEEWR, in writing, immediately it appears to the Provider that a NEIS business is not Commercially Viable;
  - (q) **tell DEEWR, 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 DEEWR 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 DEEWR to review the Provider's decision. DEEWR 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 DEEWR 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 perform all of the remaining obligations under this Deed;
- (c) assess all further NEIS business plans against the Business Eligibility Criteria and in accordance with the Guidelines, and submit to DEEWR any NEIS business plans that are



being recommended for DEEWR's approval within five Business Days of the decision to recommend that plan; and

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

2.8E Notwithstanding any other term in this Deed, DEEWR 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 Programme under this Deed.

### **3. CONFIDENTIALITY**

---

3.1 The Provider must treat the following as though it were DEEWR Confidential Information in accordance with clause 26 of Part A:

- (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 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 F1 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 with a third party for the purpose of performing the obligations of these Specific Conditions, contains requirements as to the 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 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 F1 to this Part, from the third party.

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

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

---

4.1 For the purposes of clause 9 of Part A:

'Programme Rate' is the amount of \$5,960.00;

'Projected Places' means the number of places relevantly specified in Item F2.11 of Schedule F2, for each Performance Period;

- 4.2 In addition to the payments that DEEWR will make to the Provider in accordance with clause 9 of Part A, DEEWR will pay the Provider an Outcome Fee, being the amount of \$1,490.00 for each Post Programme Outcome achieved, where the Provider is recorded as the NEIS Provider on the relevant NEIS Participant Agreement.
- 4.3 The Provider must render a Tax Invoice detailing the amount of Outcome Fees claimable within 28 days of Post-Programme Outcomes being recorded on DEEWR IT Systems.
- 4.3A Subject to clause 4.3B, in addition to the Outcome Fees, DEEWR 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 DEEWR to the Provider if DEEWR 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.

### **Recovery**

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

## **5. MONITORING AND PERFORMANCE**

---

- 5.1 In accordance with, and in addition to, the requirements set out in clause 22 of Part A [Performance Management], DEEWR will assess the performance of the Provider against all or any of the following during a Performance Review:
- (a) 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 per cent against this measure.
- (b) 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.
- (c) 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.

## **6. INSURANCE**

---

- 6.1 The Provider must, for as long as any obligations remain in connection with this Part F, have and maintain the following insurance:
- (a) public liability insurance, in respect of all premises where the Programme is 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.

## **7. TRANSFER TO ANOTHER PROVIDER**

---

- 7.1 Where DEEWR transfers an Eligible Job Seeker to the Provider from another provider, the Provider must provide that part of the Programme to the Eligible Job Seeker that was not provided by the other provider.
- 7.2 Subject to clause 7.3, the Provider will be entitled to Fees for providing the Programme to Eligible Job Seekers referred to in clause 7.1 in accordance with clause 4.
- 7.3 Where the Eligible Job Seeker referred to in clause 7.1 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 DEEWR in its sole discretion, per NEIS Participant; and
  - (b) \$1,490.00 in relation to each NEIS Participant who achieves a Post-Programme Outcome.
- 7.4 The Provider will render a Tax Invoice detailing the amount of Fee claimable under this clause 7 within 28 days of recording the provision of the relevant part of the Programme on DEEWR IT Systems.
- 7.5 Where DEEWR determines that a Provider has provided the Programme to a person in contravention of clause 2.3A, DEEWR may transfer the person to another provider of services.
- 7.6 The rights given to DEEWR under clause 7.5 are in addition to, and do not take away from, any rights that DEEWR may otherwise have under this Deed, at law, under statute or in equity.

## **8. CONTINUATION OF PROGRAMME AFTER PROGRAMME PERIOD**

---

- 8.1 At the end of the Programme Period, if a Provider is unsuccessful in obtaining a further deed to provide the Programme, if required by DEEWR, the Provider must continue the provision of the Programme to existing NEIS Participants during the Transition Period until they complete their NEIS Participant Agreements.



## Remote Services Deed 2006-2009

### Part F—New Enterprise Incentive Scheme Programme

#### Schedule F1: Deed of Confidentiality

---

- A. ....(‘the NEIS Provider’) has entered an agreement with the Commonwealth of Australia (‘the Commonwealth’) to provide the NEIS Programme.
- 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 Deed, or which is copied or derived from Material so provided;

‘**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;

‘**Deed**’ means the *Remote Services Deed 2006-2009* between the Commonwealth and the NEIS Provider;

‘**Deed Material**’ means all Material which comes into being or is acquired for the purposes of performing the Programme under the Deed 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 Deed 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 the Programme 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)*



**Remote Services Deed 2006-2009**

**Part F—New Enterprise Incentive Scheme Programme**

**Schedule F2: Deed and Business Details**

---

This Schedule provides specific DEEWR, Provider and business details pursuant to Part A and the relevant Specific Conditions of this Deed. When completed for an individual Provider it is included with the relevant executed Remote Services Deed 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	unknown		Original version of document (GRDV2 changes)
Version 1.1	13/08/08	Whole document	GRSDV4 changes added

© Commonwealth of Australia 2006

This work is copyright. You may display, print and reproduce this material in unaltered form only (retaining this notice) for your personal, non-commercial use or use within your organisation. Apart from any use as permitted under the *Copyright Act 1968*, all other rights are reserved.

All reference to the former DEEWR have been replaced with DEEWR throughout this Deed (as per the changes made in the General Remote Services Deed Variation 4) and should be read as such in this Deed.



**Australian Government**

---

**Department of Education, Employment and Workplace Relations**

## **PART G**

### **SPECIFIC CONDITIONS**

#### **REMOTE SERVICES DEED**

**2006-2009**

#### **PERSONAL SUPPORT PROGRAMME**

**REMOTE SERVICES DEED 2006-2009**  
**PART G-SPECIFIC CONDITIONS**  
for  
**Personal Support Programme Services**

---

1. APPLICATION AND DEFINITIONS
2. PERSONAL SUPPORT PROGRAMME
3. REFERRALS TO THE PROVIDER AND COMMENCEMENT IN THE PS PROGRAMME
4. SERVICES
5. ECONOMIC OUTCOMES

[5A. ACTIVITY AGREEMENTS AND VOLUNTARY ACTIVITY AGREEMENTS](#)

6. INTERVENTION PLAN
7. EXIT AND ALLOWABLE BREAK
8. PAYMENTS
9. REPORTS AND RECORDS
10. NOTIFICATION TO CENTRELINK
11. PSP GUIDELINES
12. MEASURING PERFORMANCE
13. PROMOTION
14. BEST PRACTICE
15. TRANSITIONAL ARRANGEMENTS
16. INSURANCE

**SCHEDULE G1 – PERFORMANCE BENCHMARKS**

**SCHEDULE G2 – TABLE OF PAYMENTS**

**SCHEDULE G3 – DEED AND BUSINESS DETAILS**

## 1. APPLICATION AND DEFINITIONS

---

### *Application*

- 3.1. **The General Conditions set out in Part A apply to the interpretation of Part G of this Deed.**
- 3.2. Unless otherwise specified, all references to clauses in this Part are references to clauses in Part G.

### *Definitions*

- 3.3. In this Part G of this Deed, unless a contrary intention appears:
- 'Account Manager'** is the person specified at Item G3.1 of Schedule G3;
- 'Activity Agreement'** means an agreement prepared, approved and signed by a Delegate and a Potential PSP Participant or PSP Participant with Activity Test Requirements in accordance with clause 5A, which outlines the assistance or intervention agreed between a Delegate and the Potential PSP Participant or the PSP Participant and details the activity required by him or her to meet their Activity Test Requirements;
- 'Activity Test Requirements'** means the activity test or participation requirements that a Potential PSP Participant or PSP Participant must meet in order to receive an income support payment under section 23(1) of the *Social Security Act 1991* (Cth);
- 'Allowable Break'** means the period in which the PSP Participant's participation in the PS Programme is put on hold
- 'Austudy'** means the Commonwealth payment providing financial help to persons aged 25 years or more as described at <http://www.centrelink.gov.au>;
- 'Automated Referral Process'** means DEEWR's IT System's referral process that refers Potential PSP Participants to a PSP Provider in priority order and where the PSP Provider has available capacity to receive the referral;
- 'Commence or Commencement'** in relation to a PSP Participant means the day the **PSP Provider or Delegate (as relevant)**:
- (a) **approves the Activity Agreement or Voluntary Activity Agreement, as relevant, on DEEWR's IT System;**
  - (b) **records a Commencement Date on DEEWR's IT System; and**
  - (c) **commences to provide Services to the PSP Participant.**
- 'Commencement Payment'** means the amount specified **as such** in the Table of Payments that the Provider may be entitled to in accordance with clauses **8.20 to 8.22**;
- 'Commencement to Referral Ratio'** means a ratio of Commencements to referrals calculated by DEEWR in accordance with the PSP Guidelines;
- 'Completion Payment'** means the amount specified **as such** in the Table of

Payments that the Provider may be entitled to in accordance with clause 8.33;

‘**Contact Person**’ is the person specified at Item G3.2 of Schedule G3;

‘**Core Services**’ means the component of the Services as set out in clauses 4.6 and 4.7;

‘**Delegate**’ means a person engaged by the Provider to perform functions or to provide services under Part G of this Deed 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’s IT System**’ in relation to this PS Programme means DEEWR’s IT system accessible to PSP providers and the Provider through the Internet, which is administered by DEEWR under clause 18 of Part A [Information Technology] through which information is exchanged between the Provider, other PSP providers, Centrelink and DEEWR in relation to the PS Programme. If DEEWR’s IT System is not working, the Parties must provide any information required to be provided on DEEWR’s IT System in accordance with clause 52 of Part A [Notices];

‘**Disability Employment Network**’ or ‘**DEN**’ means the Commonwealth programme of that name which provides employment assistance and employment placement support to assist individuals with a disability to either gain employment in the open employment market or to become self employed;

‘**Economic Outcome**’ means an activity undertaken by a PSP Participant as set out in clause 5.1;

‘**Economic Outcome Records**’ means the original or certified copies of documents evidencing the PSP Participant’s achievement of an Interim Economic Outcome or a Final Economic Outcome as specified in the PSP Guidelines or as notified by DEEWR from time to time;

‘**Electronic Diary**’ means the DEEWR system used for the referral of Potential PSP Participants or PSP Participants to the Provider, for referrals by the Provider to other relevant service providers, and for making and managing a Potential PSP Participant’s or a PSP Participant’s appointments in accordance with the PSP Guidelines;

‘**Exit**’ means when the PSP Participant leaves the PS Programme or leaves the Provider or both, in the manner set out in clauses 7.1 to 7.3;

‘**Exit Date**’ means the date of the PSP Participant’s Exit as recorded on DEEWR’s IT System;

‘**Exit Payment**’ means the amount specified as such in the Table of Payments that the Provider may be entitled to in accordance with clause 8.43;

‘**Exit Report**’ means the report the Provider must submit in accordance with clauses 9.7 to 9.9;

‘**Final Economic Outcome**’ means an Economic Outcome that a PSP Participant has achieved for a total of 26 continuous weeks from the date the

**PSP Participant commences an Allowable Break to undertake the Economic Outcome;**

**‘Final Economic Outcome Payment’** means the amount specified **as such** in the Table of Payments that the Provider may be entitled to in accordance with clause 8.29;

**‘Formal Contact’** means direct contact between a PSP Participant and the Provider that is goal focused and actively addresses the PSP Participant’s Non-vocational Barriers;

**‘High Performance Indicator Framework’** or **‘HPIF’** means the framework set out in clause 12.6 which is designed to be used by:

- (a) PSP providers to manage performance; and
- (b) DEEWR to inform business allocation or reallocations;

**‘Incident’** means an episode of serious misconduct by a Potential PSP Participant or a PSP Participant as defined in the PSP Guidelines;

**‘Income Support Payment’** means a payment defined in the *Social Security Act 1991* (Cth) which DEEWR determines is relevant to the PS Programme;

**Initial Meeting’** means a face to face meeting between the Provider and a Potential PSP Participant to be conducted in accordance with clauses 3.9 and 3.10;

**‘Interim Economic Outcome’** means an Economic Outcome that a PSP Participant has achieved for a total of 13 continuous weeks from the date the PSP Participant commences an Allowable Break to undertake the Economic Outcome;

**‘Interim Economic Outcome Payment’** means the amount specified **as such** in the Table of Payments that the Provider may be entitled to in accordance with clause 8.27;

**‘Interim End Date’** means the end date of the period specified in the PSP Guidelines on which a PSP Participant may be reactivated after the completion of an Allowable Break;

**‘Interpreter Assistance Loading’** means the amount specified **as such** in the Table of Payments that the Provider may be entitled to in accordance with clause 8.39;

**‘Intervention Plan’** means a plan developed by the PSP Provider in consultation with each PSP Participant in accordance with clause 6;

**‘Intervention Plan Payment’** means the amount specified as such in the Table of Payments that the PSP Provider may be entitled to in accordance with clause 8.23;

**‘Job Capacity Assessment Provider’** or **‘JCA Provider’** means a Provider that undertakes Job Capacity Assessments;

**‘Job Network – ISCA’** means Intensive Support Customised Assistance as defined for the purposes of the Job Network programme under the

Employment Services Contract 2006-2009 at <http://www.workplace.gov.au>;  
**'Job Seeker Incident Report'** means a report recorded on DEEWR's IT System in accordance with clause 9.2;

**'Milestone Payment'** means the amount specified as such in the Table of Payments and set out in clause 8.26 which the Provider may receive for a PSP Participant while the PSP Participant is in the PS Programme and with the Provider;

**'Milestone Report'** means the report the Provider must submit in accordance with clauses 9.3 and 9.4;

**'New Apprentice'** has the meaning given to that term by the *Social Security Act 1991* (Cth);

**'Non-vocational Barriers'** means the range of barriers to employment as described in the PSP Guidelines;

**'Outcome'** means either a Social Outcome or an Economic Outcome;

**'Outcome Rate'** means a rate of outcomes achieved, calculated by DEEWR in accordance with the PSP Guidelines;

**'Outcome Report'** means a report the Provider must submit in accordance with clause 9.5 when a PSP Participant achieves an Interim Outcome;

**'Outreach Service'** means the delivery of a Core Service, or part of a Core Service, by a method such as:

- (a) bringing PSP Participants from outlying areas of the Remote ESAs to PSP Services;
- (b) taking PSP Services to PSP Participants in the community; or
- (c) delivering PSP Services to PSP Participants who cannot be serviced in the standard office environment;

**'Participant Commencement Date'** means the date of Commencement recorded on DEEWR's IT System;

**'Post-Outcome Support Payment'** means the amount specified as such in the Table of Payments that the Provider may be entitled in accordance with clause 8.31, calculated in accordance with clause 8.32;

**'Potential PSP Participant'** means a person who has been referred to the Provider but has yet to Commence;

**'Programme Period'** means the period specified at Item G3.4 of Schedule G3;

**'Programme Rate'** means the rate of payment set out in the Table of Payments;

**'Programme Start Date'** means the date specified at Item G3.3 of Schedule G3;

**'PSP' or 'PS Programme'** means the Commonwealth funded Personal

Support Programme administered by DEEWR;

**'PSP Guidelines'** means the Guidelines for the PS Programme as amended from time to time by DEEWR and set out on DEEWR's IT System, which include guidelines for PSP remote services providers;

**'PSP Participant'** means a person who is eligible to participate in the PS Programme in accordance with the PSP Guidelines and has Commenced;

**'PSP Participant on an Allowable Break'** means a PSP Participant who has an Allowable Break from their participation in the PS Programme in accordance with clause 7.7;

**'PSP Provider'** means a provider of Services under the PS Programme;

**'PSP Single Score'** means an aggregate performance score, based on the High Performance Indicator Framework, allocated to the Provider by DEEWR in accordance with clause 12.7;

**'Rapid Reconnection'** means the process by which Centrelink makes an appointment for a Potential PSP Participant or PSP Participant in the Provider's Electronic Diary where the appointment will take place within 48 hours of the contact by Centrelink with the Potential PSP Participant or PSP Participant following notification of a possible participation failure in accordance with clauses 5A.6 and 10.1(b);

**'Reactivate'** means when a PSP Participant's status is changed from Allowable Break to Commenced upon returning to the PS Programme prior to their period of an Allowable Break ending;

**'Recommence'** or **'Recommencement'** means that a PSP Participant, after exiting the PSP Provider or another PSP Provider, is referred to and recommences with the Provider in accordance with the procedure at clauses 3.11 and 3.12;

**'Recommencement Date'** means the date of Recommencement recorded on DEEWR's IT System;

**'Recommencement Payment'** means the amount specified as such in the Table of Payments that the Provider may be entitled to in accordance with clause 8.45;

**'Reconnection'** means referral of a PSP Participant by the Provider to another PSP Provider in the ESA to which the PSP Participant has moved;

**'Reconnection Payment'** means the amount specified as such in the Table of Payments that the Provider may be entitled to in accordance with clause 8.41;

**'Remote ESA Contract Capacity'** means the contracted number of PSP places, excluding Remote ESA Stretch Capacity, which can be occupied by PSP Participants to whom the Provider must provide Services at any one time at a Remote ESA level as at Item G3.13 of Schedule G3;

**'Remote ESA Stretch Capacity'** means the number of PSP places available in addition to the Remote ESA Contract Capacity which can be occupied by certain PSP Participants as specified in accordance with clause 2.13 and to



whom the Provider must provide Services at any one time at a Remote ESA level;

**'Remote Loading'** means the amount specified as such in the Table of Payments that the Provider may be entitled to in accordance with clause 8.36;

**'Remote Service Annual Block Payment'** or **'RSABP'** means the amount specified as such in the Table of Payments that the Provider may be entitled to on a per PSP Participant basis, as set out in clause 8.38

**'Satisfied'** has the meaning detailed in clause 8.3;

**'Semester'** means the whole of the period 1 January to 30 June or the period 1 July to 30 December inclusive;

**'Services'** means the services that the Provider is required to provide as set out in clause 4;

**'Site'** means a Site in Item G3.13 of Schedule G3;

**'Social Outcome'** means that a PSP Participant has completed the PS Programme, that is, the PSP Participant has achieved 24 months duration of participation in the PS Programme;

**'Social Outcome Payment'** means the amount specified as such in the Table of Payments that the Provider may be entitled to in accordance with clause 8.34;

**'Special Claim'** means a claim for payment submitted directly to the DEEWR Contract Manager for their approval in accordance with the PSP Guidelines;

**'Table of Payments'** is the table at Schedule G2;

**'Total Programme Places'** means the total number of PSP places, which can be occupied by PSP Participants to whom the Provider can provide Services at any one time, as specified at Item G3.14 of Schedule G3, excluding Remote ESA Stretch Capacity;

**'Transient PSP Participant'** means a PSP Participant who ceases to reside in a postcode area serviced by the Provider in a Remote ESA and relocates within a Remote ESA or to another Remote ESA and is referred to:

- (a) another Site of the PSP Provider; or
- (b) the site of another PSP provider.

**'Transitional PSP Participant'** means a PSP Participant:

- (a) who is identified by DEEWR, in its absolute discretion, as a Transitional PSP Participant; and
- (b) is transferred from their PSP provider to another PSP Provider because:

- A. their PSP Provider has ceased delivering PSP Services in the Remote ESA; or
- A. their PSP Provider's Remote ESA Contract Capacity has been reduced by DEEWR;

**'Transition Support'** means the offering of support or providing assistance to a PSP Participant to transition from the PS Programme to an Economic Outcome in accordance with clauses 4.8 to 4.10;

**'Vocational Rehabilitation Services' or 'VRS'** means the Commonwealth programme of that name;

**'Voluntary Activity Agreement'** means an agreement, in accordance with clause 5A, between the Provider and a Potential PSP Participant or a PSP Participant who does not have Activity Test Requirements, which outlines the assistance or intervention agreed between the Provider and the Potential PSP Participant or PSP Participant.

## 2. PERSONAL SUPPORT PROGRAMME

---

### *About the PS Programme*

- 3.1. **The Personal Support Programme is a Commonwealth funded programme administered by DEEWR.**
- 2.2 The PS Programme is available to people assessed by a Job Capacity Assessment Provider as having multiple Non-vocational Barriers to employment, and who have a capacity to ~~who~~ benefit from the PS Programme and who are:
- (a) in receipt of eligible Income Support Payments;
  - (b) aged 15 to 20 years (inclusive) and do not receive Income Support Payments, but who are registered with Centrelink as unemployed and are not in full time study; or
  - (c) identified by DEEWR, from time to time, as eligible for the PS Programme.
- 3.2. The PS Programme provides pre-employment assistance to bridge the gap between the provision of crisis assistance and employment assistance programmes.

### *PS Programme Objectives*

- 3.3. The PS Programme's Objectives are:
- A. to assist PSP Participants in overcoming Non-vocational Barriers and achieve Economic or Social Outcomes; and
  - B. to achieve the following objectives for PSP Participants:
    - A. to help PSP Participants tackle Non-vocational Barriers;
    - A. to improve PSP Participants capacity to participate in employment or employment-related activities, education or training; and
    - A. to improve PSP Participants capacity to participate in the social life of the community.
- 3.4. The Commonwealth gives no warranty as to the future form of, or the continuation of, the PS Programme, which it may, consistent with this Deed, change or modify at any time.

### ***Start of the PS Programme and Activities***

- 3.5. The Provider must commence all Activities on the Programme Start Date and must complete all Activities within the Programme Period.

### ***Activities of the PS Programme***

- 2.6. To achieve the PS Programme's Objectives, the Provider must carry out the following Activities:
- (a) use its best endeavours to have Potential PSP Participants Commence and PSP Participants Recommence in the PS Programme;
  - (b) have Formal Contact with PSP Participants at least every 28 calendar days and in accordance with the PSP Guidelines-
  - (c) use its best endeavours to have PSP Participants remain engaged in the PS Programme until they achieve a Final Economic Outcome or a Social Outcome, whichever is the more appropriate Outcome for the PSP Participant;
  - (d) use its best endeavours to have PSP Participants re-engage where they have failed to attend scheduled appointments with the Provider and, as required, notify Centrelink in accordance with clauses 5A.6 and 10; and
  - (e) perform the Services set out in this Part G.
- 3.7. **The Provider must promptly inform the Account Manager of any relevant matters that might affect the Provider's ability to carry out the Activities under this Deed.**

### ***Capacity***

- 3.8. The Provider must only provide Services up to the Provider's Remote ESA Contract Capacity and Remote ESA Stretch Capacity in each Remote ESA.
- 3.9. PSP Participants on an Allowable Break will not be counted as part of the Total Programme Places, Remote ESA Contract Capacity and/or Remote ESA Stretch Capacity for the Provider.

### ***Remote ESA Contract Capacity***

- 3.10. The Remote ESA Contract Capacity for the Provider may be increased with the agreement of both Parties and where this is in the interests of:
- A. The PS Programme;
  - B. PSP Participants; or
  - C. Potential PSP Participants,
- as determined by DEEWR in its absolute discretion.
- 3.11. The Remote ESA Contract Capacity for the Provider may be decreased by any amount where this is in the interests of:

- A. PS Programme;
- B. PSP Participant; or
- C. Potential PSP Participant,

as determined by DEEWR in its absolute discretion.

***Remote ESA Stretch Capacity***

- 3.12. Remote ESA Stretch Capacity can only be used by the Provider to Commence or Recommence Potential PSP Participants or PSP Participants or Reactivate PSP Participants in accordance with the PSP Guidelines or as notified by DEEWR.
- 3.13. Subject to clauses 2.15 and 2.16, the Remote ESA Stretch Capacity is 15 per cent of the Remote ESA Contract Capacity.
- 3.14. The Remote ESA Stretch Capacity for the Provider may be increased with the agreement of both Parties and where this is in the interests of:
  - (a) the PS Programme;
  - (b) a PSP Participant; or
  - (c) a Potential PSP Participant,
 as determined by DEEWR in its absolute discretion.
- 3.15. The Remote ESA Stretch Capacity for the Provider may be decreased by any amount where this is in the interests of:
  - (a) the PS Programme;
  - (b) a PSP Participant; or
  - (c) a Potential PSP Participant,
 as determined by DEEWR in its absolute discretion.
- 3.16. DEEWR will notify the Provider of any change to the percentage of Remote ESA Stretch Capacity.
- 3.17. Notwithstanding clause 9.11 of Part A, a Top-Up Remote Services Fee is payable for each Top-Up Place which is filled for the purposes of Remote ESA Stretch Capacity.

***Calculation of Time in the PS Programme***

- 2.18 Each PSP Participant is entitled to be in the PS Programme for a maximum of **24 months** and may receive Services from more than one PSP provider during this period.
- 2.19 A PSP Participant's time in the PS Programme, that is the duration of participation, is calculated from the PSP Participant's Commencement Date.
- 2.20 The calculation of a PSP Participant's time in the PS Programme is used for the purposes of determining:
  - A. when the PSP Participant achieves a Social Outcome; or
  - B. entitlement of the Provider to a Social Outcome Payment.

- 2.21. The calculation of a PSP Participant's time in the PS Programme does not include periods in which the PSP Participant was:
- a. on an Allowable Break from the PS Programme; or
  - b. Exited from the Provider.
- 2.22. A PSP Participant who achieves a Final Economic Outcome or a Social Outcome, will be Exited from the PS Programme in accordance with clauses 7.2(a) or 7.2(b), and will be ineligible to be referred to the PS Programme for at least 12 months.

#### ***Calculation of Time with the Provider***

- 2.23. The calculation of a PSP Participant's time with the Provider is used for the purposes of determining the entitlement of the Provider to a Milestone Payment.
- 2.24. The calculation of a PSP Participant's time with the Provider does not include:
- c. periods in which the PSP Participant was a on an Allowable Break from the PS Programme;
  - d. periods in which the PSP Participant was Exited from the Provider; or
  - e. periods in which the PSP Participant was receiving Services from another PSP Provider.

#### ***Calculation of time for Transitional PSP Participants***

- 2.25. The calculation of a Transitional PSP Participant's time in the PS Programme does not include periods in which the Transitional PSP Participant was:
- f. on an Allowable Break from the PS Programme; or
  - g. Exited from the PS Programme.
- 2.26. The calculation of a Transitional PSP Participant's time with the Provider includes the last total period of weeks where the Transitional PSP Participant was receiving Services or services from another PSP Provider that ceased to operate.

*[Note: The last total period of weeks for the Transitional PSP Participant with their previous PSP provider counts towards the number of weeks required for eligibility for the Milestone Payments with the Provider.]*

### **3. REFERRALS TO THE PROVIDER AND COMMENCEMENT IN THE PS PROGRAMME**

#### ***No Guarantee of Referrals***

- 3.1. **DEEWR does not guarantee any referrals of Potential PSP Participants or PSP Participants to the Provider under Part G of this Deed.**

#### ***Referral to Provider***

- 3.2. Subject to the Provider's Remote ESA Capacity, **Remote ESA Stretch Capacity** and the PSP Guidelines, the Provider must accept:
- A. referrals of Potential PSP Participants and PSP Participants by a JCA Provider, **Centrelink or DEEWR**;
  - B. referrals of PSP Participants by other PSP Providers;
  - C. referrals of Transitional PSP Participants; and
  - D. referrals of PSP Participants due to the reallocation of PSP Places by DEEWR.
- 3.3. The Provider must only accept referrals made through DEEWR's IT System by Centrelink, a JCA Provider, DEEWR or a PSP Provider.
- 3.4. The Provider will be notified of the referral by either:
- (a) an appointment appearing in the Provider's Electronic Diary; or
  - (b) receipt of a notice on DEEWR's IT System where a referral has been made by the Automated Referral Process.
- 3.5. The Provider should ensure that its Electronic Diary has, at all times, capacity to accept appointments in a timely manner for:
- (a) referrals under clause 3.3; or
  - (b) the purposes of Rapid Reconnection,
- unless otherwise agreed to by DEEWR.
- 3.6. The Provider must record the result of an appointment in the Electronic Diary, where possible on the day of the appointment.
- 3.7. Where a person is referred to the Provider via the Automated Referral Process, the Provider must, in accordance with the PSP Guidelines, contact, arrange, and where possible, conduct an Initial Meeting with a Potential PSP Participant within 10 Business Days of the date of referral as recorded on DEEWR's IT System.
- 3.8. Before negotiating an Activity Agreement or Voluntary Activity Agreement, as relevant, the Provider must confirm that a Potential PSP Participant is entitled to receive the PS Programme in accordance with the PSP Guidelines.

***Initial Meeting and Commencement in the PS Programme***

- 3.9. **The Provider must, in accordance with the PSP Guidelines-arrange and conduct an Initial Meeting with a Potential PSP Participant for the purposes of Commencing the Potential PSP Participant in the PS Programme.**
- 3.10. At the Initial Meeting the Provider must:
- (a) explain the PS Programme, including the Potential PSP Participant's rights and obligations;
  - (b) negotiate, approve and sign an Activity Agreement or Voluntary Activity Agreement, as relevant, with the Potential PSP Participant in accordance with clause 5A and the PSP Guidelines;

- (c) explain the Complaints process as set out in clause 36 of Part A [Dealing with Complaints] to the Potential PSP Participant; and
- (d) provide copies of, and information about, the Service Guarantee and Code of Practice.

***Recommencement in the PS Programme***

- 3.11 At the meeting to Recommence a PSP Participant, the Provider must:
- (a) explain the PS Programme, including the Potential PSP Participant's rights and obligations;
  - (b) negotiate, approve and sign an Activity Agreement or Voluntary Activity Agreement, as relevant, with the PSP Participant in accordance with clause 5A and the PSP Guidelines;
  - (c) explain the Complaints process as set out in clause 36 of Part A [Dealing with Complaints] to the PSP Participant; and
  - (d) provide copies of, and information about, the Service Guarantee and Code of Practice.
- 3.12 PSP Participant has Recommenced if, after the meeting referred to in clause 3.11 has been conducted, the Activity Agreement or Voluntary Activity Agreement, as relevant, has been signed by the PSP Participant, and the Provider, or Delegate (as relevant), has approved the Activity Agreement or Voluntary Activity Agreement and entered the Recommencement Date on DEEWR's IT System.
- 3.13 Following Recommencement of the PSP Participant, the Provider must review the PSP Participant's Intervention Plan, if any, from the other PSP Provider and update it in accordance with clause 6.5.

***Potential PSP Participant ~~Not Commencing~~ and or PSP Participant Not Recommencing Proceeding***

- 3.14. The Provider, acting in accordance with the PSP Guidelines must record on DEEWR's IT System if:
- (a) a Potential PSP Participant fails to Commence; or
  - (b) a PSP Participant fails to Recommence.
- 3.15. The Provider may, in accordance with the PSP Guidelines, refer a Transient PSP Participant to:
- (a) another PSP provider, if the PSP Participant ceases to reside in a postcode area serviced by the Provider in an ESA; or
  - (b) another Site of the Provider if the PSP Participant moves to a Remote ESA where the Provider provides Services.
- 3.16. The Provider must, in accordance with the PSP Guidelines, consult with a Transient PSP Participant if:
- h. there is a choice of Sites of the Provider;
  - (A) there is a choice of other PSP providers; or



- (B) both choices in clauses 3.16(a) and 3.16 (b) exist in the postcode area or Remote ESA the PSP Participant moves to,

***Referral from another PSP provider***

- 3.17. The Provider must, in accordance with the PSP Guidelines, contact, arrange and where possible, conduct, a meeting with a PSP Participant referred from another PSP Provider, so as to Recommence them in the PS Programme within 10 Business Days of the date of referral as recorded on DEEWR's IT system

***Referral to a JCA Provider***

- 3.18. In accordance with the PSP Guidelines, the Provider:
- (a) may, where there is a significant change in the PSP Participant's circumstances;
  - (b) must, before a PSP Participant is transitioned from the PS Programme to DEN or VRS; or
  - (c) must, before a PSP Participant has completed 24 months duration of participation in the PS Programme;
- refer a PSP Participant to a JCA Provider for a Job Capacity Assessment, using DEEWR's IT System.

***Rapid Reconnection***

- 3.19. Where the Potential PSP Participant or PSP Participant has an appointment in relation to a Rapid Reconnection, the PSP Provider must meet with the Potential PSP Participant or PSP Participant for the purpose of Commencing, Recommencing or resuming their participation in the PS Programme.
- 3.20. Where a Potential PSP Participant or PSP Participant fails to attend an appointment with the PSP Provider in relation to a Rapid Reconnection, the PSP Provider must notify Centrelink on DEEWR's IT System of:
- (a) the failure; and
  - (b) where known, the reason for the failure;
- on the same Business Day of the appointment, or within two (2) weeks where the Provider has no means of notifying Centrelink.

---

**4. SERVICES**

***Provision and delivery of Services***

- 4.2 The Provider must provide Services to a PSP Participant from the time the PSP Participant Commences or Recommences with the Provider until the PSP Participant:
- (A) Exits the PS Programme; or
  - (B) Exits the Provider when referred to another PSP provider.
- 4.3 Subject to clause 4.3, the Provider is not required to provide Services to a PSP Participant on an Allowable Break.

- 4.4 The Provider must provide Transition Support to a PSP Participant on an Allowable Break while undertaking an Economic Outcome.
- 4.5 The Provider must provide Services to PSP Participants in the Remote ESA or Remote ESAs of the Provider as set out in Item G3.13 of Schedule G3.
- 4.6 If under this Deed the Provider proposes to place a PSP Participant as an unpaid worker, the Provider must only place the PSP Participant:
- (A) with a non-for-profit organisation; and
  - (B) broker the placement through a recognised volunteer organisation.

#### **Core Services**

- 4.7 The Provider must provide Core Services to each PSP Participant based on their individual needs.
- 4.8 The Provider must provide the following Core Services:
- (A) *Assessment and regular review*, which, in consultation with a PSP Participant, includes:
    - AA. identifying the PSP Participant's Non-vocational Barriers;
    - BA. developing an Intervention Plan to address the PSP Participant's Non-vocational Barriers;
    - (iii) reviewing with the PSP Participant, preferably in a face to face meeting, at least every 28 calendar days (except where advised otherwise in the PSP Guidelines), the PSP Participant's circumstances in order to monitor the PSP Participant's progress in the PS Programme and determine their achievements in addressing the Non-vocational Barriers set out in PSP Participant's Intervention Plan; ~~and~~
    - (iv) after reviewing the PSP Participant's progress, revising the Activity Agreement or Voluntary Activity Agreement, as relevant, in accordance with clause 5A.4(d); and
    - (v) where appropriate for a PSP Participant, determining when the PSP Participant is ready to undertake an activity that qualifies as an Economic Outcome;
  - (B) *Counselling and personal support*, being:
    - AA. counselling to a PSP Participant, including guidance, assistance, encouragement and building self-esteem and confidence in a PSP Participant; and
    - BA. regular contact with a PSP Participant,
 as required under the PSP Guidelines.
  - (C) *Referral, coordination and advocacy support*, being:
    - AA. referral of a PSP Participant to appropriate services or organisations;
    - BA. referral of a PSP Participant to a Community Work Coordinator (CWC);
    - (iii) coordination of a PSP Participant's activities with other organisations; and
    - (iv) advocating on behalf of a PSP Participant with other organisations
 based on an understanding of the local community and relationships developed with other organisations;

(D) *Practical support*, being practical support and assistance to a PSP Participant to facilitate their move towards an Outcome; and

(E) *Transition Support*, being in accordance with clauses 4.8 to 4.10.

#### **Transition Support**

4.9 Where a PSP Participant is transitioning from the PS Programme to **DEN**, Job Network-ISCA or **VRS**, the Provider must **in accordance with the PSP Guidelines**:

- (A) **determine the required frequency of contact between the Provider and the PSP Participant**, depending on the PSP Participant's individual needs;
- (B) **if appropriate**, arrange joint interviews between the Provider, the relevant provider and the PSP Participant; and
- (C) **record contacts for the purpose of Transition Support on DEEWR's IT System**.

4.10 Where a PSP Participant is transitioning from the PS Programme to **employment, unsubsidised self-employment, an apprenticeship or traineeship, or education or training**, the Provider must, **in accordance with the PSP Guidelines**:

- (A) **determine the required frequency of contact between the Provider and the PSP Participant, depending on the PSP Participant's individual needs; and**
- (B) **record contacts for the purpose of Transition Support on DEEWR's IT System**.

4.10. The Provider must provide Transition Support to a PSP Participant for 26 weeks **which must include a minimum of three (3) Formal Contacts**.

#### **Outreach Services**

4.11 As appropriate, the Provider must deliver the Core Services as Outreach Services to meet the needs of PSP Participants in a Remote ESA.

## **5. ECONOMIC OUTCOMES**

---

5.1 Economic Outcomes for a PSP Participant are:

- (A) employment or unsubsidised self-employment or an apprenticeship or traineeship for an average of 15 hours per week or which generates enough income to reduce a person's basic rate of Income Support Payment by an average of at least 60 per cent over the Outcome period;
- (B) 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 **eight (8)** hours of work per week, for a PSP Participant who has been identified and recorded on DEEWR's IT System as having a disability and a partial work capacity prior to commencing employment;
- (C) employment or unsubsidised self-employment or an apprenticeship or a traineeship of an average of 10 hours per week for a PSP Participant who is in receipt of Newstart Allowance or Youth Allowance (excluding persons in full-time study or who are

already New Apprentice) with part time participation requirements, and who is identified and recorded on DEEWR's IT System by Centrelink or another party identified by DEEWR, as a parent or having a disability prior to commencing employment;

- (D) employment or unsubsidised self-employment or an apprenticeship or a traineeship of an average of 10 hours per week for a PSP Participant who is in receipt of Parenting Payment (Partnered or Single) and who chooses to work reduced hours due to caring responsibilities, and whose choice is recorded on DEEWR's IT System by Centrelink or another party identified by DEEWR prior to commencing employment;
- (E) participation in an education or training course of 13 weeks or more at a full time study load (where 'a full time study load' is defined by the institution);
- (F) participation in a part time education or training course (where 'part time' is defined by the institution) and employment for an average of at least 15 hours per week;
- (G) participation in an ABSTUDY, Youth Allowance or Austudy eligible education or training course of **one (1)** or more Semesters;
- (H) participation in **VRS**;
- (I) participation in Job Network-ISCA;
- (J) participation in **DEN**; or
- (K) participation in another employment focussed programme acceptable to DEEWR in its absolute discretion.

**5.2 The following are not recognised as Economic Outcomes:**

- (a) participation in **CDEP**;
- (b) employment that existed at the time the PSP Participant commenced in the PS Programme;
- (c) employment in another country; and
- (d) any other type of employment or participation as notified by DEEWR.

**5A. ACTIVITY AGREEMENTS AND VOLUNTARY ACTIVITY AGREEMENTS**

---

**Preparing Activity Agreements and Voluntary Activity Agreements – general requirements**

- 5A.1 DEEWR will issue the Provider with the approved forms of Activity Agreements and Voluntary Activity Agreements.
- 5A.2 The Provider must complete an Activity Agreement or a Voluntary Activity Agreement, as relevant, for each Potential PSP Participant or a PSP Participant, including where he or she has Commenced prior to 1 July 2007, within the timeframe set out in the PSP Guidelines.
- 5A.3 The Provider must:
  - (a) notify each Potential PSP Participant or PSP Participant of:
    - AA. the requirement to enter into an Activity Agreement or a Voluntary Activity Agreement, as relevant; and

- BA. the places and times at which the relevant agreement is to be negotiated; and
- (b) ensure that the Potential PSP Participant or PSP Participant understands their rights, responsibilities and obligations in relation to their agreement;
- (c) when entering into an Activity Agreement or a Voluntary Activity Agreement with a Potential PSP Participant or PSP Participant, use the form issued under clause 5A.1; and
- (d) enter the details of the relevant agreement onto DEEWR's IT System.

5A.4 Activity Agreements and Voluntary Activity Agreements must:

- (a) comply with the PSP Guidelines;
- (b) outline the obligations and activities that assist in achieving the planned employment goals of the PSP Participant;
- (c) take into account:
  - A. the Potential PSP Participant or PSP Participant's education, experience, skills and age;
  - CA. the impact of any disability, illness, mental condition or physical condition of the Potential PSP Participant or PSP Participant on their ability to work, to look for work or to participate in training activities;
  - DA. the state of the local labour market and the transport options available to the Potential PSP Participant or PSP Participant in accessing that market;
  - EA. the participation opportunities available to the Potential PSP Participant or PSP Participant;
  - FA. the family and caring responsibilities of the Potential PSP Participant or PSP Participant;
  - GA. the length of travel time required for compliance with the agreement;
  - HA. the Potential PSP Participant or PSP Participant's Non-vocational Barriers to employment; and
  - IA. any other matters that the Provider considers relevant in the circumstances;
- (d) be revised by the Provider as required by the circumstances of the Potential PSP Participant or PSP Participant or the PSP Guidelines; and
- (e) if the Potential PSP Participant or the PSP Participant:
  - B. has Activity Test Requirements, be signed by a Delegate; or
  - JA. does not have Activity Test Requirements, be signed by the Provider.

***Potential PSP Participant and PSP Participants with Activity Test Requirements***

5A.5 If a Potential PSP Participant or a PSP Participant has Activity Test Requirements, the Provider must:

- (a) arrange for a Delegate to prepare, approve the terms of, and sign an Activity Agreement, in accordance with, as relevant:
  - C. in relation to a Parenting Payment Activity Agreement – sections 501 to 501E of the *Social Security Act 1991* (Cth);

- KA. in relation to a Youth Allowance Activity Agreement – sections 544A to 544E of the *Social Security Act 1991* (Cth); and
- LA. in relation to a Newstart Activity Agreement – sections 605 to 607C of the *Social Security Act 1991* (Cth); and
- (b) ensure that the Activity Agreement is signed by the Potential PSP Participant or the PSP Participant after it is signed by a Delegate;
- (c) once the Activity Agreement has been signed by a Delegate and the Potential PSP Participant or the PSP Participant, enter the Delegate's approval onto DEEWR's IT System;
- (d) certify that:
  - D. in negotiating the Activity Agreement, the sections set out at clause 5A.5(a) as relevant were complied with; and
  - E. the Potential PSP Participant or PSP Participant has signed the Activity Agreement after the Delegate;
- (e) ensure that the Activity Agreement details the activities required to meet the Activity Test Requirements;
- (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.

***Potential PSP Participant and PSP Participant conduct in relation to the Activity Agreement and Voluntary Activity Agreements***

5A.6 If a Potential PSP Participant or PSP Participant fails to:

- (a) attend at the place and time arranged for the negotiation of an Activity Agreement or a Voluntary Activity Agreement;
- (b) respond to correspondence about the negotiation of an Activity Agreement or a Voluntary Activity Agreement;
- (c) agree to the reasonable terms, or any reasonable variation, of their Activity Agreement or Voluntary Activity Agreement as proposed in negotiation between the Provider or a Delegate and the PSP Participant;
- (d) enter into an Activity Agreement or a Voluntary Activity Agreement,
- (e) comply with the terms of their Activity Agreement or a Voluntary Activity Agreement;
- (f) respond to a notification of an appointment by, or other requirement of, the Provider in relation to an Activity Agreement or a Voluntary Activity Agreement;

the Provider must:

- (g) if the failure has not yet been discussed, attempt to contact the Potential PSP Participant or PSP Participant as soon as practicable to ascertain whether he or she had sufficient reason(s) for the failure; and
- (h) in the absence of either:
  - MA. contact, after at least two (2) attempts, made on separate Business Days, to contact him or her; or
  - NA. after contact, sufficient reason(s) for such failure,

the Provider, subject to clauses 3.20 and 5A.7:

- (i) must, in the case of a Potential PSP Participant or PSP Participant who has Activity Test Requirements:
  - F. notify Centrelink within five (5) Business days of an absence under clause 5A.6(h) in accordance with the PSP Guidelines; and
  - OA. supply Centrelink with documentary evidence of such failure, reason(s), contact(s) or attempt(s), if requested by Centrelink; and
- (j) may, in the case of a Potential PSP Participant or the PSP Participant who does not have Activity Test Requirements, Exit them from the PS Programme in accordance with clause 7.3 and the PSP Guidelines.

5A.7 Where the Provider has or obtains evidence that demonstrates that a Potential PSP Participant or a PSP Participant's capacity to undertake the activities described in clause 5A.4 has been impeded because of a particular circumstance, the Provider may, in its discretion, elect not to inform Centrelink in accordance with clause 5A.6 or, in the case of a Potential PSP Participant or PSP Participant who does not have Activity Test Requirements, elect not to Exit him or her from the PS Programme. The Provider must document any such exercise of its discretion, including an outline of reasons why the discretion was exercised, on a Potential PSP Participant or the PSP Participant's file.

## **6. INTERVENTION PLAN**

### ***Intervention Plan***

- 6.1 The Provider must prepare an **Intervention Plan** for each PSP Participant no later than **three (3)** months after the Participant Commencement Date for that PSP Participant.
- 6.2 The Provider must prepare the **Intervention Plan** for each PSP Participant in consultation with the PSP Participant and in a manner consistent with the **PSP Guidelines** and the **Service Guarantee**
- 6.3 Each **Intervention Plan** must, to DEEWR's satisfaction:
  - (A) list **a** the PSP Participant's Non-vocational Barriers;
  - (B) address the Non-vocational to work and assistance needs set out in the PSP Participant's current JCA assessment, along with any Non-vocational Barriers and assistance needs identified by the Provider;

- (C) identify proposed strategies and appropriate interventions for a PSP Participant and detail how these will assist the PSP Participant to address their Non-vocational Barriers and achieve employment-related goals;
- (D) identify appropriate and available assistance for a PSP Participant including any assistance from Commonwealth, State, Territory, local Government, community or other service providers;
- (E) include arrangements for monitoring the PSP Participant's progress; and
- (F) comply with any additional requirements under the PSP Guidelines.

(g) The Provider must ensure that each Intervention Plan:

(h) is in the format advised by DEEWR on DEEWR's IT System; and

(i) is submitted to DEEWR on DEEWR's IT System.

6.4 The Provider must review and update each PSP Participant's Intervention Plan on DEEWR's IT System on a regular basis, and at eight (8) and 16 month Milestones referred to in clause 9.3. The Intervention Plan must also be updated:

- (a) as a PSP Participant's circumstances change; and
- (b) to reflect a PSP Participant's progress in the PS Programme.

## 7 EXIT AND ALLOWABLE BREAK

---

### *Exit of a PSP Participant*

7.1 A PSP Participant Exits the Provider if:

- (a) the PSP Participant is referred to another PSP Provider;
- (b) the PSP Participant Exits the PS Programme as set out in clause 7.2;
- (c) clause 7.13 applies; or
- (d) at the end of an Allowable Break, the Provider does not Reactivate the PSP Participant before the Interim End Date after the Allowable Break ends,

and the Exit has been recorded on DEEWR's IT System.

6.3 A PSP Participant Exits the PS Programme:

- (A) if the PSP Participant achieves a Final Economic Outcome;
- (B) if the PSP Participant achieves a Social Outcome;
- (C) if Centrelink determines that the PSP Participant is no longer eligible to be a PSP Participant;
- (D) if a JCA Provider determines that the PSP Participant should leave the PS Programme;
- (e) DEEWR instructs the Provider to Exit a PSP Participant;
- (f) in accordance with the PSP Guidelines; or
- (g) as notified by DEEWR from time to time;

and the Exit has been recorded on DEEWR's IT System.



- 7.3. In accordance with the PSP Guidelines, a PSP Participant without an Activity Test Requirement:
- (a) must be Exited when they no longer wish to participate in PSP;
  - (b) may be Exited when they are no longer fully participating or meeting the requirements of the Provider;
  - (c) may be Exited when they have been involved in serious misconduct;
  - (d) may be Exited for failure to comply with a Voluntary Activity Agreement pursuant to clause 5A.6; or
  - (e) may be Exited for any of the reasons stated in the PSP Guidelines.
- 7.4. If a PSP Participant Exits the Provider because he or she is referred to another PSP provider, the PSP Participant does not Exit the PS Programme.
- 7.5. The Provider must record all Exits on DEEWR's IT System other than those Exits that are:
- (a) automatically recorded by DEEWR's IT System;
  - (b) recorded by DEEWR on DEEWR's IT System; or
  - (c) are recorded by Centrelink on DEEWR's IT System.
- 7.6. After the Exit Date of a PSP Participant who Exits the Provider under clause 7.1, the Provider is:
- (a) no longer required to provide Services to the PSP Participant; and
  - (b) not entitled to Fees if any Services are provided by the Provider to the PSP Participant after the Exit Date.
- A PSP Participant on an Allowable Break***
- 7.7. A PSP Participant is on an Allowable Break from the PS Programme:
- (a) when the PSP Participant starts to undertake an Economic Outcome;
  - (b) if DEEWR or Centrelink determines in its absolute discretion by notification that a PSP Participant is to be on an Allowable Break; and
  - (c) if the Provider, in accordance with the PSP Guidelines and by notification, declares a PSP Participant to be on an Allowable Break.
- 7.8. The period of an Allowable Break will not count towards the PSP Participant's period of participation in the PS Programme.
- 7.9. The effect of an Allowable Break on time periods and payments is set out in clauses 2.19 to 2.27.

### ***Return of a PSP Participant from an Allowable Break***

- 7.10. If clause 7.7(a) applies, a PSP Participant returns to the PS Programme and to the Provider from an Allowable Break, when the PSP Participant:
- (a) ceases undertaking an Economic Outcome; and
  - (A) has not Exited the PS Programme or the Provider.
- 7.11. If clause 7.7(a) applies, and a PSP Participant has been placed on an Allowable Break due to transitioning to Job Network - ISCA, DEN or VRS, the Provider may only Reactivate the PSP Participant:
- (a) if a JCA Provider has determined that Job Network - ISCA, DEN or VRS are no longer appropriate for the PSP Participant and confirms that PSP is appropriate; and
  - (b) if the PSP Participant returns to PSP before the end of the Final Economic Outcome period.
- 7.12. If clause 7.7(b) or 7.7(c) applies, the Provider may, in accordance with the PSP Guidelines, return the PSP Participant to the PS Programme from an Allowable Break and to the Provider.
- 7.13. If, under clause 7.12, the PSP Participant Recommences with another PSP Provider, the PSP Participant is deemed to have Exited the Provider from the date Centrelink or DEEWR advises the Provider of this fact on DEEWR's IT System.

## **8 PAYMENTS**

---

- 8.1 All Payments under this Part G are Fees for the purposes of Part A of this Deed.
- 8.2 The Provider must:
- (a) claim all payments through DEEWR's IT System;
  - (b) strictly comply with all timeframes for submitting claims for payments;
  - (c) submit claims for payments in accordance with DEEWR's requirements, including the PSP Guidelines; and
  - (d) complete all claims truthfully.
- 8.3 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.
- 8.4 If a payment has been made under this Deed 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;
- 8.5 If a payment has been made under this Deed and DEEWR determines that the event or circumstances 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.

#### *Timeframe for Submitting Claims*

- 8.6 The Provider must lodge all claims for payment on DEEWR's IT system within 28 calendar days of becoming entitled to the relevant payment.
- 8.7 Subject to clause 8.8 the Provider acknowledges and agrees that, without limiting any of DEEWR's rights, the Provider will not be entitled to claim for payment any amount where the claim to which that amount relates was first submitted 28 calendar days or more after it was due in accordance with this Deed.
- 8.8 In accordance with the PSP Guidelines, and notwithstanding clause 8.2 the Provider may submit a Special Claim for payment outside of the time period specified in clause 8.6.
- 8.9 DEEWR, at its absolute discretion, may pay any Special Claim, or a portion of the Special Claim, submitted in accordance with clause 8.8.

#### *Programme Remote Services Payment Fee and Top-Up Remote Services Fees*

- 8.10 Subject to this clause 8, DEEWR will pay to the Provider the Programme Remote Services Fee and the Top-Up Remote Services Fees in accordance with clause 8 of Part A of this Deed.
- 8.11 For the purposes of clause 8 of Part A of this Deed, a place in the PS Programme is Satisfied on Commencement of a PSP Participant in that place.
- 8.12 For the purposes of Part A of this Deed, the Programme Rate means the sum of:
- (A) the Commencement Payment;
  - (B) the Intervention Plan Payment;
  - (C) Remote Loading; and
  - (D) Remote Service Annual Block Payment,
- in the amount specified in the Table of Payments.
- 8.13 The Programme Remote Services Fee and the Top-Up Remote Services Fee are not payable for Transitional PSP Participants.
- 8.14 DEEWR will pay to the Provider in relation to any PSP Participant who replaces an Exiting PSP Participant, an amount equal to the Top-Up Remote Services Fee.
- 8.15 Subject to clause 2.23, the Programme Remote Services Fee or the Top Up Remote Services Fees will not be paid twice for the same PSP Participant.
- 8.16 If the Provider fails to meet any of the requirements of each of:

- (a) the Commencement Payment referred to in clause 8.20; and
- (b) the Intervention Plan Payment referred to in clause 8.23,

in respect of a PSP Participant, that part of the Programme Remote Services Fee or the Top Up Remote Services Fees which is relevant to the failure (as determined by DEEWR) may be required by DEEWR to be refunded to DEEWR within 20 Business Days of notice to the Provider from DEEWR.

8.17. If this Deed is terminated, any part of the Remote Services Fee or the Top Up Remote Services Fees remaining (as determined by DEEWR) may be required by DEEWR to be refunded to DEEWR within 20 Business Days of notice to the Provider from DEEWR.

8.18. Amounts referred to in clauses 8.16 and 8.17 which are unpaid to DEEWR, will be considered to be an amount owed to DEEWR under clause 13 of Part A [Repayments and Offsetting].

8.19. **All other payments listed in this clause 8 are claimable and payable as described. Commencement Payment**

8.20. Subject to clause 8.22, the Provider is entitled to a Commencement Payment for:

- (a) conducting the Initial Meeting with a Potential PSP Participant;
- (b) negotiating, signing and approving an Activity Agreement or Voluntary Activity Agreement, as relevant, with the Potential PSP Participant; and
- (c) recording the approval of the Activity Agreement, Commencement and Initial Meeting details on DEEWR's IT System

8.21. A Commencement Payment is payable as part of the Programme Remote Services Fee or Top-Up Remote Services Fees, and is not claimable as an additional separate payment.

8.22. A Commencement Payment is not payable if:

- (a) a PSP Participant Recommences with the Provider; or
- (b) the Provider has previously received a Commencement Payment for the PSP Participant.

#### ***Intervention Plan Payment***

8.23. Subject to clauses 8.24 and 8.25, the Provider is entitled to an Intervention Plan Payment for producing an Intervention Plan for a PSP Participant in accordance with clause 6 and submitting it to DEEWR on DEEWR's IT System.

8.24. The Intervention Plan Payment is payable as part of the Programme Remote Services Fee or Top-Up Remote Services Fees, and is not claimable as an additional separate payment, except in relation to a Transitional PSP Participant.

~~8.17.~~ 8.25. An Intervention Plan Payment is not payable if:

- (a) a PSP Participant Recommences with the Provider;

- (B) an **Intervention Plan** is amended; or
- (C) any PSP Provider has previously received an **Intervention Plan Payment** for the PSP Participant.

#### ***Milestone Payment***

- 8.26. The Provider is entitled to **two (2)** Milestone Payments as follows:
- (a) the first when the PSP Participant has completed **eight (8)** months in the PS Programme and with the Provider; and
  - (B) the second when the PSP Participant has completed 16 months in the PS Programme and with the Provider,
- if the Provider submits a Milestone Report to DEEWR on DEEWR's IT System with each claim for a Milestone Payment.

#### ***Interim Economic Outcome Payment***

- 8.27. Subject to clause 8.28, the Provider is entitled to an Interim Economic Outcome Payment if:
- (a) a PSP Participant achieves an Interim Economic Outcome; and
  - (B) the Provider submits an **Economic** Outcome Report to DEEWR on DEEWR's IT System.
- 8.28. An entitlement to an Interim Economic Outcome Payment under clause 8.27 is conditional on DEEWR verifying, at its discretion, the **Economic** Outcome Records of the Provider for the PSP Participant.

#### ***Final Economic Outcome Payment***

- 8.29. Subject to clause 8.30, the Provider is entitled to a Final Economic Outcome Payment if:
- (b) a PSP Participant achieves a Final Economic Outcome; and
  - (B) the Provider submits an Exit Report to DEEWR on DEEWR's IT System.
- 8.30. An entitlement to a Final Economic Outcome Payment under clause 8.29 is conditional on DEEWR verifying, at its discretion, the **Economic** Outcome Records of the Provider for the PSP Participant.

#### ***Post-Outcome Support Payment***

- 8.31. The Provider is entitled to a Post-Outcome Support Payment if:
- (c) the Provider is entitled to a Final Economic Outcome Payment under clause 8.29; and
  - (B) the Provider did not become entitled to a Milestone Payment for the PSP Participant whilst the PSP Participant was on an Allowable Break when achieving the Final Economic Outcome.

- 8.32. The Post-Outcome Support Payment is an amount equal to 50 per cent of the value of one or both Milestone Payments the Provider would have become entitled to if not for the PSP Participant's Allowable Break whilst achieving the Final Economic Outcome.

#### ***Completion Payment***

- 8.33. The Provider is entitled to a Completion Payment if:
- (d) the Provider is entitled to an Interim Economic Outcome Payment under clause 8.27;
  - (B) the PSP Participant does not achieve a Final Economic Outcome;
  - (C) the PSP Participant returns from an Allowable Break to the Provider; and
  - (D) the PSP Participant achieves a Social Outcome.

#### ***Social Outcome Payment***

- 8.34. Subject to clause 8.35, the Provider is entitled to a Social Outcome Payment if:
- (e) a PSP Participant achieves a Social Outcome; and
  - (B) the Provider submits an Exit Report to DEEWR on DEEWR's IT System.
- 8.35. A Provider is not entitled to a Social Outcome Payment if the Provider:
- (f) is entitled to, or has received, an Interim Economic Outcome Payment for the PSP Participant; and
  - (B) is entitled to a Completion Payment for the PSP Participant.

#### ***Remote Loading***

- 8.36. A Remote Loading is payable in full as part of the Programme Remote Services Fee or Top Up Remote Services Fees, and is not claimable as an additional separate payment, except in relation to a Transitional PSP Participant.
- 8.37. A Remote Loading is payable for Transitional PSP Participants as follows:
- (g) 50 per cent with the Recommencement Payment, if any; and,
  - (B) 50 per cent with the first Milestone Payment, if any.

#### ***Remote Service Annual Block Payment***

- 8.38. Remote Loading Annual Block Payment is payable as part of the Programme Remote Services Fee or Top-Up Remote Services Fees, and is not claimable as an additional separate payment, except in relation to Transitional PSP Participants.

### ***Interpreter Assistance Loading***

- 8.39. The Provider is entitled to an Interpreter Assistance Loading for a PSP Participant if Centrelink determines that a PSP Participant requires an interpreter in order to participate in the PS Programme.
- 8.40. The Interpreter Assistance Loading is payable after the **Commencement** Date or after any **Recommencement** Date of the PSP Participant with the Provider.

### ***Reconnection Payment***

- 8.41. Subject to clause 8.42, the Provider is entitled to a Reconnection Payment for Reconnection of a PSP Participant if the Provider submits an Exit Report detailing Reconnection of the PSP Participant
- 8.42. **The Provider is not entitled to a Reconnection Payment if:**
- (a) the PSP Participant moves between Sites of the Provider, regardless of the Remote ESA in which the Site is located; or
  - (b) the Provider has previously received a Reconnection Payment for the PSP Participant.

### ***Exit Payment***

- 8.43. Subject to clause 8.44 the Provider is entitled to an Exit Payment after:
- (h) a PSP Participant Exits the PS Programme **or Exits the Provider**; and
  - (B) the Provider submits an Exit Report in accordance with clause 9.7.
- 8.44. The Exit Payment is only payable once to the Provider for each PSP Participant during the PSP Participant's time in the PS Programme.

### ***Recommencement Payment***

- 8.45. Subject to clause 8.46, the Provider is entitled to a Recommencement Payment if:
- (i) the Provider conducts a meeting with a PSP Participant;
  - (B) the Provider negotiates, signs and approves an Activity Agreement or Voluntary Agreement, as relevant, with the PSP Participant;
  - (C) the Provider records the approval of the Activity Agreement or Voluntary Activity Agreement, Recommencement and meeting details on DEEWR's IT System; and
  - (D) the PSP Participant has not previously received Services from the Provider under this Deed.
- 8.46. Clause 8.45 does not apply if:
- (j) the Site of another PSP provider from which the PSP Participant was referred is located in the same Remote ESA as the Site of the Provider to which the PSP Participant has been referred; or
  - (B) a PSP Participant is referred to another Site of the Provider

### ***Value of Payments***

- 8.47. The value of all payments described in this clause 8 is as set out in the Table of Payments in Schedule G2.
- 8.48. The value given to the payments, or any one of them, in the Table of Payments may be varied by DEEWR by notice given 20 Business Days before the change is to take effect.

### ***Transitional PSP Participants***

- 8.49. Subject to the requirements of clause 8, the Provider may be eligible for the following payments for Transitional PSP Participants:
- (k) Recommencement Payment;
  - (B) Interpreter Assistance Loading;
  - (C) Milestone Payments;
  - (D) Remote Loading;
  - (E) Remote Service Annual Block Payment;
  - (F) Interim Economic Outcome Payment;
  - (G) Final Economic Outcome Payment;
  - (H) Post Outcome Support Payment;
  - (I) Completion Payment;
  - (J) Social Outcome Payment;
  - (K) Reconnection Payment;
  - (L) Exit Payment; and
  - (M) **Intervention Plan** Payment



## 9 REPORTS AND RECORDS

---

### *General Reporting Requirements*

- 9.1 In addition to, and in accordance with the requirements of clause 17.3 of Part A [Form and content of Reports], the Provider must ensure that the Reports referred to in this clause 9:
- (B) are in the format required by DEEWR on DEEWR's IT System;
  - (C) are submitted to DEEWR on DEEWR's IT System; and
  - (D) meet the requirements, if any, specified in the PSP Guidelines.

### *Job Seeker Incident Report*

- 9.2 The Provider must submit a Job Seeker Incident Report on DEEWR's IT System in accordance with the PSP Guidelines, when an Incident occurs.

### *Milestone Report*

- 9.3 The Provider must submit a Milestone Report (other than for Transition Support) to DEEWR for a PSP Participant within 20 Business Days of that PSP Participant:
- (b) completing eight (8) months in the PS Programme and with the Provider; and
  - (B) completing 16 months in the PS Programme and with the Provider.
- 9.4 A Milestone Report must include:
- (c) the PSP Participant's progress towards addressing the Non-vocational Barriers identified in the PSP Participant's Intervention Plan;
  - (d) the Services provided to the PSP Participant by the Provider and, if relevant, any other PSP provider under the PS Programme;
  - (e) any changes in the personal or social circumstances of the PSP Participant during the period to which a Milestone Report relates; and
  - (B) information, if any, specified in the PSP Guidelines

### *Outcome Report*

- 9.5 The Provider must submit an Outcome Report to DEEWR within 20 Business Days after the PSP Participant achieves an Interim Economic Outcome.
- 9.6 The Outcome Report must contain details about the Interim Economic Outcome that has been achieved.

### *Exit Report*

- 9.7 The Provider must finalise and submit on DEEWR's IT System an Exit Report to DEEWR for a PSP Participant within 15 Business Days of the date that the PSP Participant:
- (a) Exits the Provider under clause 7.1; or
  - (b) Exits the PS Programme under clause 7.2.

- 9.8 An Exit Report must include:
- (a) where clause 7.3 applies, the PSP Participant's reason for leaving the PS Programme;
  - (B) a PSP Participant's remaining Non-vocational Barriers, if any;
  - (C) the Services and assistance provided to, or purchased for, the PSP Participant by the Provider and if relevant any other PSP provider under the PS Programme;
  - (D) any difficulties faced by the PSP Participant during the PS Programme;
  - (e) the interventions undertaken by the Provider and if relevant any other PSP Provider;
  - (f) achievement of Outcomes; and
  - (g) any recommendations for future activities and interventions.
- 9.9 Where clause 7.2(a) applies, the Exit Report must also include details of the Final Economic Outcome that has been achieved by the PSP Participant.

#### **Records**

- 9.10 In addition to, and in accordance with, the requirements set out in clause 28 of Part A [Records], the Provider must:
- (a) maintain accurate and up-to-date records for each PSP Participant which at a minimum include:
    - AA. the dates and purpose of appointments or contacts with the PSP Participant;
    - BA. the reasons, and any evidence if obtained, as to why a PSP Participant did not contact or meet with the Provider when required;
    - (i) the details of the assistance that the Provider has provided to a PSP Participant; and
    - (ii) Economic Outcome Records; and
  - (B) monitor, and keep records of, the progress of each PSP Participant to ensure that PSP Participants receive appropriate assistance in a timely manner and provide a basis to meet reporting requirements of DEEWR and JCA Providers.
- 9.11 If DEEWR notifies the Provider, information from these records must be entered on DEEWR's IT System.

#### **Survival**

- 9.12 This clause 9 survives the expiration or earlier termination of this Deed.

### **10 NOTIFICATION TO CENTRELINK**

- 9.2 In respect of any Potential PSP Participant or PSP Participant who are in receipt of Unemployment Allowance(s), the PSP Provider must, notify Centrelink of any:
- (B) change in the circumstances of a Potential PSP Participant or PSP Participant; and
  - (b) non-compliance or possible non-compliance by a Potential PSP Participant or PSP Participant of obligations relating to Unemployment Allowance(s),  
within five (5) Business Days of becoming aware of the change in circumstances, non-compliance or possible non-compliance.

The PSP Provider must respond **within five (5) Business Days** to any request for information by Centrelink or DEEWR about.

## 11 PSP GUIDELINES

---

- 11.1 Where the Provider is required to carry out any Programme under this Part G or to perform any obligation or task under this Part G, the Provider must do so in accordance with the relevant clauses, if any, of the PSP Guidelines.
- 11.2 **NOTWITHSTANDING CLAUSE 50 OF PART A [ENTIRE DEED, VARIATION AND SEVERANCE], THE PSP GUIDELINES AND SERVICE GUARANTEE MAY BE AMENDED BY DEEWR FROM TIME TO TIME BY WHATEVER MEANS IT MAY DETERMINE IN ITS ABSOLUTE DISCRETION.**

## 12 MEASURING PERFORMANCE

---

### *Measuring Performance*

- 12.1 In accordance with, and in addition to, the requirements set out in clause 22 of Part A [Performance Management], DEEWR will assess the performance of the Provider against all or any of the following during a Performance Review:
- (a) the measures specified at Clause 22 of Part A;
  - (b) Performance Benchmarks;
  - (c) the High Performance Indicator Framework;
  - (d) PSP Single Score; and
  - (e) any other matter that DEEWR considers relevant and notifies the Provider of.

### *Performance Benchmarks*

- 12.2 DEEWR may set Performance Benchmarks against some or all of the KPI measures specified at Clause 22 of Part A for the Provider. DEEWR will notify the Provider of these Performance Benchmarks and any changes to them.
- 12.3 The Provider must meet any Performance Benchmarks set by DEEWR under clause 12.2.
- 12.4 If a Performance Benchmark is not met by the Provider, DEEWR may take the action specified in clause 22.9 of Part A [Performance Management].
- 12.5 If action is taken by DEEWR under clause 22.9 of Part A [Performance Management] then in addition to the action DEEWR may take under clause 40 of Part A [Remedies], DEEWR may also reduce the Provider's Remote ESA Contract Capacity by up to 10% under clause 40.2(j) of Part A.

### *High Performance Indicator Framework*

- 12.6 The High Performance Indicator Framework will comprise the following performance indicators, which are derived from elements of the KPI measures:
- (B) Commencement to referral ratio;

- (C) Outcome rate; and
  - (D) timeliness between referral and Commencement; or
  - (E) other performance indicators,
- as described in the PSP Guidelines or as notified by DEEWR from time to time.

#### *PSP Single Score*

- 12.7. The Provider will be allocated a PSP Single Score for the Remote ESA in which they deliver services, at least six monthly. Each PSP Single Score will be calculated using a weighting against each of the elements of the High Performance Indicator Framework.
- 12.8. DEEWR may use the PSP Single Score to compare the PSP Provider's performance against other PSP Providers operating in the same ESA.

#### *Allocation or Re-allocation of Business*

- 12.9. DEEWR MAY TAKE INTO ACCOUNT WHEN ALLOCATING OR RE-ALLOCATING CURRENT AND FUTURE BUSINESS TO THE PROVIDER, THE PROVIDER'S PERFORMANCE AS ASSESSED UNDER THIS CLAUSE 12 AND UNDER CLAUSE 22 OF PART A [PERFORMANCE MANAGEMENT]

### **13 PROMOTION**

---

- 13.1 The Provider must provide material about its service to PSP Participants which, at a minimum, include the details of the Services offered, opening hours, contact details and public transport details.
- 13.2 In accordance with clause 44 of Part A [Acknowledgement and Promotion], if required by DEEWR by notice and in accordance with the notice, the Provider must provide the above material to DEEWR.
- 13.3 The Provider must provide the above material to the relevant JCA Providers and to Centrelink to assist in the referral process.
- 13.4 The Provider must ensure that all advertisements, promotional activities and any other public relations matters in relation to this Deed are consistent with the requirements of the PSP Guidelines.

### **14 BEST PRACTICE**

---

- 14.1 DEEWR may review and evaluate the Provider's delivery of the Services to ensure continuous quality improvement as set out in the PSP Guidelines.
- 14.2 If required by DEEWR in a notice and as specified in the notice, the Provider must share examples of the Provider's good practice under this Part with DEEWR or other PSP Providers, to improve the services being delivered under the PS Programme.

## 15 TRANSITIONAL ARRANGEMENTS

---

### *PSP Participants continuing with the same PSP Provider*

- 15.1 If immediately before the Programme Start Date, the Provider had a current agreement with DEEWR to provide PS Programme services similar to the Services provided under this Deed, participants of the Provider under that current agreement become PSP Participants of the Provider on the Programme Start Date.

### *PSP Participants transitioning to a different PSP Provider (Transitional PSP Participants)*

- 15.2 DEEWR will decide, in its absolute discretion, and notify the Provider of people who will become Transitional PSP Participants from a date determined by DEEWR.
- 15.3 If DEEWR provides a notice under clause 15.2, the Provider must treat a Transitional PSP Participant as if they are a PSP Participant of the Provider and perform all Activities required under this Part for that Transitional PSP Participant as that Transitional PSP Participant requires.

## 16 INSURANCE

---

- 16.1 The Provider must, for as long as any obligations remain in connection with this Part G, have and maintain, and must require all of its Subcontractors to maintain, the following insurance:
- (B) public liability insurance for not less than \$10 million, noting the interests of the Commonwealth;
  - (C) 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 the PS Programme;
  - (D) professional indemnity insurance for not less than \$5 million; and
  - (E) compulsory motor vehicle insurance as required by the law in force in each State or Territory where the Provider operates a motor vehicle for the PS Programme.

### *Survival*

- 16.2 This clause 16 survives the expiration or earlier termination of this Deed.

Remote Services Deed 2006-2009  
Part G—Personal Support Programme

---

**Schedule G1: Performance Benchmarks**

---

**RESERVED**



Remote Services Deed 2006-2009  
 Part G—Personal Support Programme  
 Schedule G2: Table of Payments

---

Payment	Amount (\$) (GST Inclusive)	Part G Provision
Programme Remote Services Fee	2145.00	clause 8.10
Commencement Payment	660.00	clause 8.20
Intervention Plan Payment	660.00	clause 8.23
Milestone Payment	660.00	clause 8.26
Interim Economic Outcome Payment	1100.00	clause 8.27
Final Economic Outcome Payment	440.00	clause 8.29
Post-Outcome Support Payment	variable	clause 8.31
Completion Payment	220.00	clause 8.33
Social Outcome Payment	825.00	clause 8.34
Remote Loading	550.00	clause 8.36
Remote Service Annual Block Payment	275.00	clause 8.38
Interpreter Assistance Loading	660.00	clause 8.39
Reconnection Payment	165.00	clause 8.41
Exit Payment	165.00	clause 8.43
Recommencement Payment	660.00	clause 8.45

## Remote Services Deed 2006-2009

### Part G—Personal Support Programme

#### Schedule G3: Deed and Business Details

---

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

S







**Australian Government**

---

**Department of Employment and Workplace Relations**

**REMOTE SERVICES DEED 2006-2009**

**RECORDS MANAGEMENT**

**PRINCIPLES AND INSTRUCTIONS**

**The following Records Management Principles and Instructions must be read in  
conjunction with the Remote Services Deed 2006-2009**

**From 1 July 2006**



## RECORDS MANAGEMENT PRINCIPLES REMOTE SERVICES DEED 2006-2009

### Purpose

The following *Records Management Principles* (the Principles) and *Records Management Instructions* (the Instructions) are aimed at protecting Records containing **Personal Information** (PI Records) about participants, as defined in the *Deed 2006-2009* (the Deed) (Part A, clause 1.1).

The **Principles** support the Deed requirements in protecting the privacy of personal information included in all Remote Services Provider records. There are six Principles covering Providers operations in relation to:

- Participant Records (a defined sub-set of PI Records);
- Privacy;
- Electronic or paper participant PI Records;
- PI Records for verification;
- Transfer of PI Records between Providers; and
- Exiting Provider responsibilities.

These Principles are supplemented by the **Instructions**, providing practical information about records management processes, including retention and disposal under the appropriate Department of Employment and Workplace Relations (DEEWR) Records Disposal Authority.

Note: The arrangements outlined do not include financial records which should be dealt with in accordance with the Deed (Part A, clause 10 [Management of Funding]).

### 1. Participant Records

Providers are obliged to manage Participant Records as Deed material in accordance with DEEWR instructions and guidelines as referred to in the Deed (Part A, clause 28.1(a) [Compliance with the Records Management Instructions]).

### 2. Privacy

In order to comply with privacy legislation, all PI Records must be handled in accordance with provisions in the Deed (Part A, clause 26) [Personal Information]).

### 3. Electronic or paper participant PI Records

Participant PI Records may be kept in either electronic form or paper form, as long as the recorded information is complete and provided by a person permitted to give that information.

The *Electronic Transactions Act 1999* enables Commonwealth records and files to be created and kept in electronic form. Providers are advised to obtain their own legal advice about managing electronic PI Records.

In some cases a participant's signature is required on a document. Sometimes it may be more practical to retain a paper copy. However, provided that the requirements of the *Electronic Transactions Act 1999* and the Deed are met, there is no reason why PI Records cannot be kept electronically if participants use their PIN to 'sign' a document.

Note: All participants receive a paper copy of the privacy statement relating to the collection of Personal Information from their Provider when registering. They may acknowledge the receipt of the statement electronically by using their PIN instead of signing a paper copy.

#### **4. PI Records for verification**

Providers may retain copies of participant PI Records for verification purposes such as claims for payment and Centrelink notification requirements as outlined under the Deed (Part A, clause 28.5) [Verification to DEEWR].

#### **5. Transfer of PI Records between Providers**

DEEWR may give Providers permission to transfer PI Records directly to another funding recipient/provider with the participant's knowledge (See Deed, Part A, clause 28.4 (b) [Compliance with the Records Management Instructions]).

#### **6. Exiting Provider responsibilities**

Exiting Providers retain responsibility for PI Records under the survival clauses of the Deed (Part A, clause 3.9 [Terms of this Deed - Survival]).

**RECORDS MANAGEMENT INSTRUCTIONS**  
**REMOTE SERVICES DEED 2006-2009**

**1. Introduction**

Under the terms of the *Remote Services Deed 2006-2009* (the Deed), Providers delivering Community Work Coordinators (CWC), Disability Employment Network (DEN)<sup>1</sup>, Job Network (JN), Job Placement, Employment and Training Programme (JPET), New Enterprise Incentive Scheme and Personal Support Programme (PSP) services are required to create and maintain accurate Personal Information (PI) Records (Part A, clause 27 [Records]) including Participant Records.

The Deed (Part A, clause 1.1) [Interpretation and Precedence – Defined Terms]) states that:

'Records includes documents, information and data stored by any means and all copies and extracts of the same.'

PI Records include:

- **Participant Records (a defined subset of PI 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;
- activity/service records – wherever there is participant information in relation to providing the services;
- verification records - copies of other records containing Personal Information and retained by the Provider in relation to documentary evidence; and
- police check reports – for CWC and JPET only.

Financial and other provider records should be dealt with in accordance with the Deed.

**2. Record keeping**

Providers must ensure that PI Records are maintained in a secure environment as outlined in the Deed (Part A, clause 28.1 (b) [Compliance with the Records Management Instructions]).

---

<sup>1</sup> Previously known as Disability Open Employment Services (DOES)

## **2.1 Active and Inactive PI Records lists**

Providers must establish and maintain a list of active and inactive PI Records containing Personal Information in accordance with the Deed (Part A, clause 28.1 (c) [Compliance with the Records Management Instructions]).

Providers must provide access to DEEWR as required under the Deed (Part A, clause 30 [Access to Premises and Records]).

## 2.2 Police checks (CWC and JPET)

Police checks, detailing information about the criminal record of a participant, are required before some CWC and JPET activities. This information must be kept in a locked filing cabinet or on a secure information systems used solely for storing these checks. Police checks must be destroyed at the end of the activity/service, including shredding hard copies. Checks may relate to more than one activity/service, but must not be retained for more than 12 months.

## 3. Retention of Participant Records

Generally, Participant Records (including electronic records other than those on DEEWR information systems) need to be retained by Providers for seven years after the last claim or cessation of service. Other activity/service records may also need to be retained for seven years before being destroyed in accordance with the Deed (Part A, clause 27 [Records]).

The following summary outlines retention periods for the Deed by Service:

### 3.1 Minimum retention periods

Service	Record	Period	Additional to contract requirements
JNS	Participant Service Records	12 Months	-
NEIS	Participant Service Records	12 Months	-
NEIS	Service/activity records	7 years	Providers should ensure that these records also include all material relating to the assessment of prospective participant, plus applications for assistance, details of participant eligibility for NEIS, copies of business plans assessed, details relating to their Business Activities as well as any other relevant information pertaining to their participation in NEIS.
DEN and PSP	Participant Activity	7 Years	-

Records			
CWC and JPET	Participant Service Records	12 Months	-
CWC and JPET	Service activity records	7 years	Providers should ensure that records include details of the development and implementation of particular activities.  Providers should ensure that these records include all material relating to the participant and their involvement with applicable activities.
CWC and JPET	Police Check reports	Duration of activity	Police checks must be retained for the duration of the participants' involvement in the activity, but no longer than 12 months, and then destroyed.

### 3.2 *Special circumstances*

In some cases, under the Deed, Participant Records and other activity/service records will not be destroyed after the retention period but will be retained by Providers or returned to DEEWR in accordance with the Deed (Part A, clause 28.4 [Compliance with the Records Management Instructions]). Examples might include:

- in the case of possible complaints;
- where a participant has been injured or has caused injury to another person;
- where there may be a possible claim for compensation or possible litigation.

In these circumstances the records will be retained for ten years or until the situation is resolved, as directed in writing by DEEWR.



### **3.3 DEEWR systems records**

DEEWR information systems are an important source of job seeker data for Departmental monitoring purposes. Information held on these systems in relation to claims for payment will be retained by DEEWR in accordance with the appropriate Departmental Records Disposal Authority (retention period is seven years).

## **4. Secure transport of PI Records**

Providers are responsible for arranging the secure transportation of PI Records in any circumstances including transfer to:

- DEEWR or approved storage agent (if applicable);
- another funding recipient/Provider; or
- a disposal facility.

## **5. Transferring PI Records**

### **5.1 Returning PI Records to DEEWR**

If requested or authorised by DEEWR, the Provider will return all PI Records to DEEWR.

Prior to returning PI Records to DEEWR, the Provider must forward a request/notification via their Account Manager to the DEEWR Records Management Unit (RMU) for approval (see Section 7 for Contact Details). The request must include reason for the transfer, PI Record list and Provider details. The Provider must contact the RMU directly to discuss any issues prior to submitting a request/notification.

All electronic PI Records returned to the Department must be compatible with DEEWR IT systems. Please contact the DEEWR RMU for further information.

### **5.2 Transferring between Providers**

It is recommended that a participant's consent is confirmed before the transfer of a Participant Records directly to another funding recipient/provider by having them sign a copy of the attached pro forma (Attachment A) to acknowledge the action. The completed pro forma is retained with the participant's PI Record.

Where the participant does not consent, or where it is impractical to obtain a participant's consent (eg during transition), Participant Records must be returned to DEEWR to send onto another funding recipient/provider.

### **5.3 Storing PI Records with an approved storage agent**

Provider must contact the DEEWR RMU for authorisation before transferring PI Records to an approved storage agent (see Section 7 for Contact Details).

## 6. Destroying PI Records

Provider should destroy inactive PI Records after the required retention period in a secure manner, in accordance with the Deed (Part A, clause 28.6) [Destroying Participant's Records]). Providers may arrange to destroy PI Records on their own premises or transfer them to an approved disposal facility for destruction. Only commercial disposal organisations accredited for secure destruction should be used.

It is the responsibility of Providers to ensure that all electronic records are removed from their own systems at the appropriate time and in accordance with the Deed.

### 6.1 Destruction process

Destruction must be done in line with the Commonwealth Protective Security Manual 2005. If Providers choose to destroy the PI Records on-site, information about secure destruction processes is available through the DEEWR RMU (see Section 7 for Contact Details). If Providers choose to use a commercial disposal organisation, PI Records must be destroyed in line with Commonwealth requirements and a "Certificate of Destruction" issued by the organisation. This Certificate should be retained with the list of destroyed PI Records.

A list of all Participant Records destroyed must be maintained by Providers and provided to DEEWR on request, as outlined in the Deed (Part A, clause 28.6 (b) [Destroying Participant's Records]).

This list must provide enough information for the PI Record to be clearly identified, including:

- file number (if applicable);
- Providers name;
- organisation and site codes;
- full name of the participant and identification number;
- completion date of last activity;
- type of service provided;
- date PI Record destroyed (if applicable);
- date sent to DEEWR or nominated storage provider (if applicable);
- box number including the PI Record (if returning to DEEWR).

It is an Australian Government requirement that these lists be retained for seven years and provided to DEEWR on cessation of the Deed or prior to the transfer of PI Records.

## 7. Contact details

Please consult with your local DEEWR Account or Contract Manager in relation to the transfer or disposal of any Participant Records/PI Records.

The contact details for the DEEWR RMU are:

The Records Manager

Records Management Unit

Department of Employment and Workplace Relations

12M34

GPO Box 9879

CANBERRA ACT 2601

Telephone: 02 6121 7553

02 6121 5253

02 6121 6274

Fax: 02 6121 7594

Email: [records.management.section@dewr.gov.au](mailto:records.management.section@dewr.gov.au)

Attachment A



**TRANSFER OF Participant Records BETWEEN PROVIDERS**

I, [name of eligible participant], being aware of the nature and content of personal information currently held by [name of releasing Provider], agree to the transfer of all documents to [name of recipient Provider] for the purposes of the provision of employment services to me and for no other purpose.

.....  
(Signature of Eligible Participant)

.....  
(Date)

Contract Manager's Agreement obtained:

Name .....

Date .....

Please return this form to:

Contract Manager  
DEEWR  
[Location]

