

# Workforce Australia Services Deed of Standing Offer 2022 - 2028

Effective 1 July 2022

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## READER'S GUIDE TO THIS DEED

This Deed is comprised of:

1. THE PARTICULARS
2. PART A - GENERAL TERMS AND CONDITIONS
3. PART B - WORKFORCE AUSTRALIA SERVICES
4. ATTACHMENTS AND THE SCHEDULE TO THIS DEED
5. THE GUIDELINES.

The PARTICULARS set out the details of the parties to this Deed.

There are 4 CHAPTERS and 1 ANNEXURE in PART A – GENERAL TERMS AND CONDITIONS:

- CHAPTER A1 – INTRODUCTION
- CHAPTER A2 – BASIC CONDITIONS
- CHAPTER A3 – INFORMATION MANAGEMENT
- CHAPTER A4 – DEED ADMINISTRATION
- ANNEXURE A1 – TEMPLATE WORK ORDER (WORKFORCE AUSTRALIA SERVICES)

There are 6 CHAPTERS and 2 ANNEXURES in PART B – WORKFORCE AUSTRALIA SERVICES:

- CHAPTER B1 – GENERAL REQUIREMENTS
- CHAPTER B2 – SERVICING PARTICIPANTS
- CHAPTER B3 – ACTIVITIES AND SUPPORTING PROGRAMS
- CHAPTER B4 – PARTICIPANT REQUIREMENTS AND COMPLIANCE
- CHAPTER B5 – SERVICING EMPLOYERS
- CHAPTER B6 – PAYMENTS
- ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS
- ANNEXURE B2 – OUTCOMES

There are 3 ATTACHMENTS to this Deed:

- ATTACHMENT 1 – DEFINITIONS
- ATTACHMENT 2 – JOINT CHARTER
- ATTACHMENT 3 – SERVICE GUARANTEE

There is one SCHEDULE to this Deed, *Deed and Panel Member* details, which contains details which are particular to the Panel Member including the Sub-panels to which the Panel Member has been appointed.

There are notes at various points in this Deed. Except where expressly stated to the contrary, none of these form part of this Deed for legal purposes. They are intended to make this Deed easier to understand and read.

## OVERVIEW OF DEED OF STANDING OFFER STRUCTURE

The Department has established the Panel with Panel Members for delivery of employment services as part of Workforce Australia Services. By entering into this Deed, the Panel Member makes an irrevocable standing offer to supply the Services to the Department in accordance with any Work Order issued by the Department. See clause 5.

A Head Licence is formed when the Department issues a Work Order. Under a Head Licence, the Panel Member will be required to deliver Workforce Australia Services in particular Employment Regions. See clauses 5.3 and 10.1.

For each Employment Region, the Department has established a Sub-panel with Panel Members appointed for the particular Employment Region. The Panel Member has been appointed to the Sub-panels for the Employment Regions specified at Item 3 of the Schedule. See clause 6. The rights and obligations that the Panel Member has under a Head Licence, and that relate to the delivery of Workforce Australia Services in a particular Employment Region, are referred to as a 'Licence'. Under a Licence, the Panel Member will be either a Specialist Provider or a Generalist Provider. In particular, the Panel Member will be a Specialist Provider or a Generalist Provider with respect to the particular Site(s) covered by the relevant Licence. However, the Provider may be both a Generalist Provider and a Specialist Provider at a particular Site (covered by two separate Licences).

In order to maintain its membership of the Panel, the Panel Member must comply with certain minimum requirements, whether or not the Panel Member has been issued with a Head Licence. See clause 7.

Every clause in this Deed applies to the Panel Member if it does not have a Head Licence, except for particular clauses that only relate specifically to the delivery of Workforce Australia Services. See clause 7.5.

The terms and conditions of each Head Licence are:

- (a) clauses 14 onwards in Part A – General Terms and Conditions, and all the clauses in Part B – Workforce Australia Services, (except that any references in those clauses to "this Deed" are taken to be a reference to "this Head Licence"); and
- (b) the provisions of the Work Order.

See clause 10.

The Department will undertake Annual Licence Reviews, and may extend, not extend or end a Licence, depending on the Provider's performance indicated by the results of those reviews. See clause 12.1.

**Note: In this Deed, the Panel Member is referred to as 'the Provider' once it has been issued with a Head Licence.**

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# PART A – GENERAL TERMS AND CONDITIONS

## CHAPTER A1 – INTRODUCTION

### Section A1.1 – Definitions and interpretation

#### 1. Definitions and interpretation

1.1 In this Deed and any Head Licence, unless the contrary intention appears:

- (a) all:
  - (i) capitalised terms have the meaning given to them in the definitions in ATTACHMENT 1 – DEFINITIONS; and
  - (ii) other words have their natural and ordinary meaning;
- (b) words in the singular include the plural and vice versa;
- (c) a reference to an entity includes a natural person (i.e. an individual), a partnership, a body corporate, an incorporated association, a governmental or local authority or agency, or any other legal entity;
- (d) a reference to any legislation or legislative provision is to that legislation or legislative provision as in force from time to time;
- (e) the chapter headings, section headings, clause headings and subheadings within clauses and notes are inserted for convenience only, and do not affect the interpretation of this Deed or any Head Licence;
- (f) a rule of construction does not apply to the disadvantage of a Party just because the Party was responsible for the preparation of this Deed or any Head Licence;
- (g) a reference to an internet site or webpage includes those sites or pages as amended from time to time;
- (h) a reference to a Guideline, form, agreement or other document is to that document as revised or reissued from time to time;
- (i) a reference to the name of a Commonwealth program is to that name as amended from time to time;
- (j) where a word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (k) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- (l) a reference to time is to the time in the location where the relevant Services are to be performed; and
- (m) a reference to A\$, \$A, dollar or \$ is to Australian currency.

- 1.2 The Panel Member agrees that:
- (a) Conditions of Offer form part of this Deed and any Head Licence;
  - (b) Guidelines form part of this Deed and any Head Licence;
  - (c) it must perform all obligations in this Deed and any Head Licence in accordance with any Guidelines, even if a particular clause does not expressly refer to any Guidelines;
  - (d) Guidelines may be varied by the Department at any time and at the Department's absolute discretion; and
  - (e) any action, direction, advice or Notice that may be taken or given by the Department under this Deed and/or any Head Licence, may be taken or given from time to time and at the Department's absolute discretion.
- 1.3 The word 'Reserved' indicates that a particular clause is not used.
- 1.4 The Department's exercise of any right under this Deed or any Head Licence does not in any way limit the Department's other rights under this Deed, any Head Licence or the law.
- 1.5 For avoidance of doubt, the Department's exercise of any right under this Deed or any Head Licence, except under clause 66, does not amount to a reduction of scope or termination for which any amount is payable by the Department.

## **2. Priority of Deed Documents**

- 2.1 To the extent of any inconsistency between any of the following documents forming part of this Deed, the following order of precedence will apply:
- (a) any Conditions of Offer;
  - (b) clauses 1 to 163 and ATTACHMENT 1 – DEFINITIONS;
  - (c) any annexures to this Deed;
  - (d) SCHEDULE – DEED AND PANEL MEMBER DETAILS;
  - (e) the Particulars;
  - (f) any Guidelines;
  - (g) ATTACHMENT 2 – JOINT CHARTER and ATTACHMENT 3 – SERVICE GUARANTEE; and
  - (h) any documents incorporated by reference.

## CHAPTER A2 – BASIC CONDITIONS

### Section A2.1 – Deed length

#### 3. Term of this Deed

- 3.1 This Deed starts on the Deed Commencement Date and, unless terminated earlier, expires on the Deed Completion Date.
- 3.2 The Department may, at its absolute discretion, offer the Panel Member an extension of the Term of this Deed:
- (a) for one or more Extended Service Periods up to a maximum total period of four years; and
  - (b) if the Department determines, at its absolute discretion, on the basis of additional terms and conditions, or variations to existing terms and conditions, by giving Notice to the Panel Member not less than 20 Business Days prior to the Deed Completion Date.
- 3.3 If:
- (a) the Department offers the Panel Member an extension of the Term of this Deed under clause 3.2; and
  - (b) the Panel Member accepts the offer,
- the Term of this Deed will be extended in accordance with the offer.

Note: The Term of this Deed differs from the Term of a Head Licence. The Term of a Head Licence is covered by clause 10.3.

#### 4. Survival

- 4.1 The termination or expiry of this Deed for any reason does not extinguish or otherwise affect the operation of:
- (a) clauses 19 (Information provided to the Department), 20 (Records to be provided), 21 (General reporting), 26 (Provider's obligation to assist and cooperate with the Department and others), 28 (Evidence to support entitlement to Payments), 32 (Debts and offsetting), 36 (Evaluation activities), 39 (General), 40 (Access and information security assurance), 41 (Intellectual Property Rights), 42 (Moral Rights), 43 (Personal and Protected Information), 44 (Confidential Information), 45 (Records the Provider must keep), 46 (Public Sector Data), 47 (Access by Participants and Employers to Records held by the Provider), 48 (Access to documents for the purposes of the *Freedom of Information Act 1982* (Cth)), 49 (Program Assurance Activities and audits), 50 (Access to Material), 51 (Indemnity), 52 (Insurance), 53 (Liability of the Provider to the Department), 61 (Dispute Resolution), 63 (Remedies), 65 (Liquidated Damages), 68 (Transition out leading up to expiry, termination or reduction in scope of this Deed), 73 (Protection of rights) and 78 (Applicable law and jurisdiction); or

- (b) any other clauses that are expressly specified as surviving, or by implication from their nature are intended to continue.

4.2 Clause 50 (Access to Material) of this Deed survives for seven years from the expiry or earlier termination of this Deed.

## **Section A2.2 - Formation of Panel and refresh**

### **5. Formation of the Panel and standing offer**

- 5.1 The Department has established the Panel with Panel Members for delivery of employment services as part of Workforce Australia Services.
- 5.2 By entering into this Deed, the Panel Member makes an irrevocable standing offer to supply the Services to the Department in accordance with any Work Order issued by the Department.

Note: A Head Licence is formed in accordance with clause 10.1 when the Department issues a Work Order.

- 5.3 Under a Head Licence, the Panel Member will be required to deliver the Services in accordance with Part B – Workforce Australia Services and as otherwise specified in this Deed.

### **6. Sub-panels**

- 6.1 The Department has established a Sub-panel for each Employment Region with Panel Members appointed for the particular Employment Region.
- 6.2 The Panel Member has been appointed to the Sub-panels specified at Item 3 of the Schedule.
- 6.3 The Department may, at its absolute discretion, remove the Panel Member from a Sub-panel, by providing Notice to the Panel Member, if:
  - (a) the Panel Member requests, by Notice to the Department, to be removed from the Sub-panel; or
  - (b) the Licence for the relevant Employment Region is removed from the Head Licence by the Department in accordance with this Deed or the Head Licence.
- 6.4 If the Panel Member ceases to be appointed to a Sub-panel during the Term of this Deed for any reason, the Department may issue an updated Schedule to the Panel Member to reflect that event.

### **7. Minimum requirements for maintaining Panel membership**

- 7.1 In order to maintain its membership of the Panel, the Panel Member must:
  - (a) if it has not been issued with a Head Licence:
    - (i) be ready, willing and able to comply with:

- (A) clause 40, including by obtaining and maintaining accreditation for any Provider IT System in accordance with the requirements and timeframes set out in the ESAF; and
  - (B) clause 95, including by obtaining a Quality Assurance Framework Certificate within the timeframe specified in that clause,  
if it is issued with a Head Licence by the Department; and
  - (ii) effect and maintain or cause to be effected and maintained, the insurances specified at clauses 52.1(a) and 52.1(b);
  - (b) if it has been issued with a Head Licence, comply with:
    - (i) clause 40, including by obtaining and maintaining accreditation for any Provider IT System in accordance with the requirements and timeframes set out in the ESAF; and
    - (ii) clause 95, including by obtaining a Quality Assurance Framework Certificate within the timeframe specified in that clause;
  - (c) maintain its capacity and capability to provide the Services in the Employment Regions for which the Panel Member has been appointed to a Sub-panel, as specified in its response to any request for proposal relating to any Services under this Deed, including with regard to its financial viability; and
  - (d) continue to comply with all relevant Commonwealth Procurement Connected Policies (specified at <https://www.finance.gov.au/government/procurement/buying-australian-government/procurement-connected-policies>).
- 7.2 To avoid doubt, clauses 7.1(c) and 7.1(d) apply whether or not the Panel Member has a current Head Licence.
- 7.3 The Department may conduct an assessment of whether the Panel Member is compliant with clause 7.1 at any time.
- 7.4 The Department may:
- (a) remove the Panel Member from the Panel (by terminating this Deed under clause 67); and/or
  - (b) terminate any Head Licence,
- if at any time the Panel Member fails to comply with clause 7.1 as determined by the Department at its absolute discretion.

7.5 For avoidance of doubt, every clause in this Deed applies to the Panel Member if it does not have a Head Licence, except for the following clauses:

- (a) those clauses in Part A – General Terms and Conditions which relate solely to the Services; and
- (b) all the clauses in Part B – Workforce Australia Services.

## **8. Panel and Sub-panel refresh**

8.1 The Department may, at its absolute discretion, at any time during the Term of this Deed, refresh the Panel or any Sub-panel, including where the Department identifies the need to add Panel Members due to:

- (a) past or anticipated changes to the membership of the Panel or any Sub-panel, including where it is anticipated that a Panel Member will no longer be on the Panel or the Sub-panel in the future, and/or where it is anticipated that the scope of the employment services provided by a Panel Member will change;
- (b) changes to the make-up and/or operation of the labour market resulting in the Department seeking greater diversity of Panel Members;
- (c) the current or anticipated demand for employment services not being met by existing Panel Members;
- (d) one or more Panel or Sub-panel reviews demonstrating that value for money is not being provided by existing Panel Members for employment services; or
- (e) specific skill sets required for employment services being unavailable from existing Panel Members.

8.2 A Panel or Sub-panel refresh may result in one or more of the following:

- (a) adding new types of employment services to the services being delivered by the Panel or Sub-panel; or
- (b) adding Panel Members.

8.3 All responses to any approach to market as part of a Panel or Sub-panel refresh will be evaluated in accordance with the same or substantively equivalent evaluation process used when evaluating responses to the initial request for proposal for the delivery of Workforce Australia Services.

8.4 To avoid doubt, the Department will not require the Panel Member to respond to an invitation to participate in a Panel or Sub-panel refresh unless:

- (a) the Panel Member wishes to be considered for delivery of services in any Employment Region in relation to which the Panel Member is not already on a Sub-panel; and/or
- (b) the Panel or Sub-panel refresh is to add new types of services to those already being delivered by the Panel or Sub-panel, and the Panel Member wishes to be considered for delivery of services of that type.

## 9. Issuing a Work Order

- 9.1 The Department may issue a Work Order to the Panel Member.
- 9.2 The Panel Member acknowledges and agrees that the Department has absolute discretion about whether to issue a Work Order.
- 9.3 In determining whether to issue a Work Order, the Department will make a value for money assessment and may have regard to any information available to it and any matter it considers relevant, including:
- (a) whether the Panel Member has been appointed to the Sub-panel for the relevant Employment Region;
  - (b) the performance of the Panel Member in providing Services under any previous or current Head Licence;
  - (c) the capacity of the Panel Member (including, if relevant, of any Subcontractors) to provide the Services to Participants in the relevant Employment Region, as demonstrated by:
    - (i) the Department's assessment of the Panel Member's capacity in any procurement process leading to the execution of this Deed;
    - (ii) the Department's assessment of the Panel Member's capacity to provide the Services; and
    - (iii) the Department's assessment of the risk for the Commonwealth in issuing a Work Order and managing any ensuing Head Licence;
  - (d) government priorities; and
  - (e) labour market conditions and employment opportunities.
- 9.4 The Panel Member must immediately acknowledge receipt of any Work Order by providing Notice (signed by an individual duly authorised by the Panel Member to provide the acknowledgement on behalf of the Panel Member) to the Department.

## 10. Formation of Head Licences

- 10.1 The Panel Member acknowledges and agrees that:
- (a) a contract is formed between the Department and the Panel Member when the Department issues a Work Order under clause 9, and that contract is a Head Licence for the purposes of this Deed; and
  - (b) the terms and conditions of each Head Licence are:
    - (i) clause 4 and clauses 14 to 163 of this Deed, except that any references in those clauses to "this Deed" are taken to be a reference to "this Head Licence"; and
    - (ii) the provisions of the Work Order.

Note: In this Deed, the Panel Member is referred to as 'the Provider' once it has been issued with a Head Licence.

10.2 The Department is not liable for any services provided, or expenditure incurred by the Panel Member outside the scope of a Work Order that has been issued under clause 9.

10.3 Each Head Licence formed under clause 10.1 begins on the Head Licence Start Date and continues for the duration of the Head Licence Term.

10.4 The Department may, at its absolute discretion, extend any Head Licence Term:

- (a) for one or more Extended Head Licence Periods; and
- (b) on the same terms and conditions as the relevant Head Licence, unless otherwise agreed by the Parties,

by giving Notice to the Panel Member not less than 20 Business Days prior to the relevant Head Licence End Date.

Note: The Deed and any Head Licence are separate agreements. The Head Licence Term differs from the Term of this Deed. The Term of this Deed is covered by clause 3.

10.5 To the extent that the Parties have not completed the details of particular items in a Work Order, unless otherwise stated in the Work Order or this Deed, those items will be taken to be 'not applicable' for the purposes of the relevant Head Licence.

10.6 To the extent of any inconsistency between two or more documents which form part of a Head Licence, those documents will be interpreted in the following descending order of priority:

- (a) the relevant Work Order (including any Special Conditions); and
- (b) the applicable provisions of this Deed, as specified in clause 10.1(b)(i).

## **11. Consequences of earlier termination of this Deed**

11.1 Unless otherwise directed by the Department in writing, the earlier termination of this Deed will not affect the validity of any Head Licences between the Parties and each Head Licence will continue in accordance with its terms until its expiry or termination.

## **12. Licences**

12.1 Each Head Licence may set out the details of one or more Licences, including the Licence Period for each Licence. The Department may, at its absolute discretion:

- (a) extend any Licence Period;
- (b) not extend any Licence Period; or
- (c) end any Licence,

and may have regard to any matter including the Workforce Australia Employment Services Provider Performance Framework, and/or the outcome of any Annual Licence Review under clause 93, in doing so.



Note: As part of a Licence, the Panel Member may only be delivering Workforce Australia Services from particular Sites within an Employment Region, rather than across the whole of the Employment Region.

### **13. No guarantee or exclusivity**

13.1 Despite any other provision of this Deed:

- (a) the Department does not guarantee or make any assurance that it will issue a Work Order to the Panel Member under this Deed;
- (b) the Department may, at its absolute discretion:
  - (i) change the number of Head Licences or Licences; and/or
  - (ii) issue Head Licences or Licences of varying duration, including short-term Head Licences or Licences,in relation to any Employment Region; and
- (c) the Panel Member agrees that there is no maximum or minimum number of Head Licences or Licences that may be issued during the Term of this Deed.

## **Section A2.3 – Some basic rules about Services**

### **14. General Requirements**

14.1 The Provider must carry out the Services:

- (a) in accordance with:
  - (i) this Deed, as relevant to the Services;
  - (ii) any Head Licence for the relevant Head Licence Term;
  - (iii) any Licence for the relevant Licence Period; and
  - (iv) any representation or undertaking made by the Provider in its response to any request for proposal relating to the Services, unless otherwise agreed with the Department;
- (b) in a manner which meets the objectives of the Services as specified in any request for proposal for this Deed; and
- (c) so as to achieve optimum performance when measured against the Workforce Australia Employment Services Provider Performance Framework.

14.2 Subject to the express provisions of this Deed, the Provider is fully responsible for the performance of the Services, for ensuring compliance with the requirements of this Deed, and for all costs of meeting the Provider's obligations under this Deed, notwithstanding any other matter or arrangement, including any Subcontract or Host Organisation Agreement.

## 15. Accessibility

- 15.1 The Provider must ensure that:
- (a) any location from which the Services are provided, and any information delivered by electronic means that forms part of the delivery of the Services (such as online information or information delivered by telephone), is:
    - (i) accessible to people with a disability; and
    - (ii) presented in a manner that upholds and maintains the good reputation of the Services, as determined by the Department; and
  - (b) it takes all reasonable steps to avoid acts or omissions which the Provider could reasonably foresee would be likely to cause injury to Participants or any other individuals at the locations referred to in clause 15.1(a).
- 15.2 In designing and developing any Deed Material, the Provider must comply with Australian Government accessibility standards as specified in any Guidelines.

## 16. Use of interpreters

- 16.1 The Provider must, when carrying out the Services, provide an interpreter to facilitate communication between the Provider and Participants wherever necessary, including where a Participant requires assistance:
- (a) to communicate comfortably and effectively with the Provider, on account of language or hearing barriers;
  - (b) to understand complex information of a technical or legal nature;
  - (c) during stressful or emotional situations where a Participant's command of English may decrease temporarily; or
  - (d) at group forums or public consultations, where Participants do not speak or understand English, or have a hearing impairment.
- 16.2 The Provider must provide access to interpreter services fairly and without discrimination, based on a proper assessment of a Participant's needs.
- 16.3 Where a Participant requests the use of an interpreter and the Provider refuses to provide one, the Provider must record the reason for the Provider's decision.
- 16.4 The Provider must ensure that those of its Personnel and Subcontractors who, when providing Services, engage with Participants who may require interpreter services, have received training in the use of interpreters in accordance with the training requirements specified in any Guidelines or as otherwise advised by the Department.

## 17. Provider's conduct

17.1 The Provider must:

- (a) at all times, act in good faith towards the Department and Participants, and in a manner that does not bring the Services, the Provider or the Department into disrepute; and
- (b) immediately Notify the Department of any matter or incident that could be damaging to the reputation of the Services, the Provider or the Department should it become publicly known.

17.2 The Provider must:

- (a) not engage in, and must ensure that its Personnel, Subcontractors, Related Entities, Third Party IT Vendors and agents do not engage in, any practice that manipulates or impacts, as relevant, any aspect of the Services including any:
  - (i) Record, including any Documentary Evidence;
  - (ii) Outcome or Work for the Dole Place;
  - (iii) Wage Subsidy;
  - (iv) Payment or Payment related process;
  - (v) Participant, Host Organisation or Employer; or
  - (vi) monitoring of the Services by the Department,with the effect of improperly, as determined by the Department, maximising payments to, or otherwise obtaining a benefit (including with regard to performance assessment) for, the Provider or any other entity; and
- (b) if it identifies an improper practice, immediately:
  - (i) take all action necessary to either stop the practice or otherwise change the practice so that the Provider is not in breach of clause 17.2(a); and
  - (ii) Notify the Department of the practice identified and the action taken by the Provider under clause 17.2(b)(i), and provide all information in relation to the situation as required by the Department.

17.3 The Provider must not have a remuneration or rewards structure that encourages its Personnel to act in a manner that is inconsistent with:

- (a) the objectives of the Services as specified in any request for proposal for this Deed or in clause 87; or
- (b) the requirements of this Deed.

- 17.4 Where the Department determines that the Provider has breached clause 17.2 or 17.3, the Department may, at its absolute discretion and by Notice to the Provider:
- (a) exercise any remedies specified in clause 63.2; or
  - (b) terminate this Deed under clause 67.
- 17.5 The Provider must advise its officers and employees that:
- (a) they are Commonwealth public officials for the purposes of section 142.2 of the *Criminal Code Act 1995* (Cth);
  - (b) acting with the intention of dishonestly obtaining a benefit for any entity is punishable by penalties including imprisonment; and
  - (c) disclosures of “disclosable conduct” under the *Public Interest Disclosure Act 2013* (Cth) can be made directly to their supervisors within the Provider, or to an Authorised Officer of the Department as specified on the Department's website (<https://www.dese.gov.au/about-us/corporate-reporting/freedom-information-foi/foi-disclosure-log/public-interest-disclosure-act-2013>), and where a disclosure of “disclosable conduct” is made to a supervisor within the Provider, the supervisor is required under section 60A of the *Public Interest Disclosure Act 2013* (Cth) to pass information about the conduct to an Authorised Officer of the Department.
- 17.6 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 regarding policies of the Australian Government, its agencies, employees, servants or agents.

## 18. Joint Charter

- 18.1 The Department and the Provider agree to conduct themselves in accordance with the Joint Charter.

## 19. Information provided to the Department

- 19.1 The Provider must ensure that:
- (a) all information it provides to the Department, in any form and by any means, including all Documentary Evidence and information about change in the circumstances of Participants, is true, accurate and complete at the time of its provision to the Department;
  - (b) it diligently, and in accordance with any Guidelines, takes all necessary steps to verify the truth, completeness and accuracy of any information referred to in clause 19.1(a); and
  - (c) any data entered into the Department's IT Systems is consistent with any associated Documentary Evidence held by the Provider.

## 20. Records to be provided

- 20.1 Without limiting its obligations under clause 50, when requested by the Department, the Provider must provide to the Department, or the Department's nominee, any Records in the possession or control of the Provider or a Third Party IT Vendor:
- (a) within the timeframe required by the Department;
  - (b) in such form, and in such manner, as reasonably required by the Department; and
  - (c) at no cost to the Department.

## 21. General reporting

- 21.1 Without limiting any other provisions of this Deed, the Provider must provide, as required by the Department:
- (a) specific Reports on:
    - (i) the Services, including on the results of internal and external audits of Payment claims and claim processes, action taken to address performance issues raised by the Department, and training provided to its Personnel and Subcontractors; and
    - (ii) the financial status of the Provider; and
  - (b) a suitably qualified, informed and authorised representative at any meeting arranged by the Department, in order to discuss and accurately answer questions relating to the Reports referred to in clause 21.1(a) or those otherwise required under this Deed.
- 21.2 The Provider must also provide any other Reports that may reasonably be required by the Department, within the timeframes requested by the Department or as specified in any Guidelines.
- 21.3 The Provider must provide:
- (a) all Reports in a form acceptable to the Department; and
  - (b) if, in the Department's opinion, either the form or the content of a Report is not satisfactory, the Provider must submit a revised Report to the Department's complete satisfaction within 10 Business Days of Notice to the Provider from the Department to do so.

## 22. Liaison and directions

Note: Pursuant to clause 10.1(b), this clause also applies to a Head Licence and all references to 'this Deed' are taken to be a reference to 'Head Licence'.

- 22.1 The Provider must:
- (a) liaise with, and provide information related to this Deed to:

- (i) the Department; and/or
  - (ii) any other entity nominated by the Department,  
as requested by the Department; and
- (b) immediately comply with all of the Department's requests and directions related to this Deed.

Note: 'other entity' referred to in clause 22.1(a) includes, for example, an auditor appointed by the Department.

- 22.2 For the day to day management of, and communication under, this Deed, the Department and the Provider must respectively nominate an Account Manager and a Contact Person for the Term of this Deed, and Notify the other Party as soon as practicable of any change to the details of the individuals occupying those positions.
- 22.3 The Provider must provide all reasonable assistance to the Commonwealth in relation to the Social Security Appeals Process including ensuring the availability of its Personnel, agents and Subcontractors to appear at hearings (including appeals to any court or tribunal) and to provide witness or other statements as required by the Department.
- 22.4 The Provider must notify Services Australia of any change in the circumstances of a Participant that impacts on their Income Support Payments and do so within five Business Days of becoming aware of the change in circumstances.
- 22.5 The Provider must respond within five Business Days to any request for information by Services Australia or the Department about any change in circumstances referred to in clause 22.4.

## **23. Business level expectations**

- 23.1 The Department provides no guarantee of:
- (a) the volume or type of business the Provider will receive, including the number of Referrals;
  - (b) the numbers of Participants for any Services;
  - (c) the numbers of Participants for any Employment Region; or
  - (d) the accuracy of market and other information provided in any request for proposal for this Deed.

## **24. Action to address unmet demand and gaps in employment services**

- 24.1 For the purposes of addressing unmet demand and gaps in employment services, the Department may:
- (a) agree with the Provider to the provision of additional employment services by the Provider, including in additional Employment Regions, on the same terms as specified in this Deed, and vary the Provider's Head Licence accordingly;

- (b) agree with other Panel Members for them to provide additional employment services in any Employment Region;
- (c) where the Department determines, at its absolute discretion, that it cannot address any unmet demand or gap in employment services through a Sub-panel or the Panel, undertake a refresh of the Sub-panel or the Panel in order to address the relevant unmet demand or gap; or
- (d) undertake any other process that delivers a value for money outcome for the Commonwealth, including by distributing Business Share among Panel Members in any Employment Region.

## **25. Additional Services**

- 25.1 The Department and the Provider may agree to the provision of other employment services or employment related services by the Provider to the Department, including applicable terms and conditions.

## **26. Provider's obligation to assist and cooperate with the Department and others**

- 26.1 The Provider must, if directed by the Department, provide sufficient assistance and cooperation to any entity nominated by the Department to enable services to continue to be provided to any Participant who is or will be transferred to another employment services provider for any reason, including:
- (a) the expiry, termination or reduction in scope of this Deed; or
  - (b) any transfer of the Participant under any provision of this Deed (including Part B – Workforce Australia Services).
- 26.2 The assistance and cooperation the Provider must provide under clause 26.1 includes complying with the Department's directions in relation to:
- (a) the transfer of Deed Material and Commonwealth Material in the Provider's possession or control, including that stored in External IT Systems; and
  - (b) the redirection of Participants,
- to any entity nominated by the Department, or to the Department.

## **Section A2.4 – Some basic rules about financial matters**

### **27. General**

- 27.1 Subject to sufficient funds being validly appropriated for the Services and the Provider's compliance with this Deed to the Department's complete satisfaction, the Department will make Payments to the Provider, at the times and in the manner specified in this Deed, to the account specified in any Head Licence.
- 27.2 The Provider must not claim or accept a Payment from the Department if the requirements under this Deed which must be satisfied to qualify for the Payment have not been fully and properly met.

- 27.3 Where the Department determines that the Provider is in breach of clause 27.2, the Department may recover some or all of the amount of the relevant Payment, at its absolute discretion, from the Provider as a debt in accordance with clause 32, and exercise any other remedies specified in clause 63.2.
- 27.4 Subject to any Guidelines, the Provider must have, at the time it makes a claim for or accepts any Payment, true, complete and accurate Documentary Evidence sufficient to prove that the Provider:
- (a) is entitled to the Payment;
  - (b) has delivered the Services relevant to its claim for Payment; and
  - (c) has done so in accordance with this Deed, including any Guidelines.
- 27.5 If the Provider identifies that it has claimed, or accepted, a Payment:
- (a) in breach of this Deed; or
  - (b) in circumstances where the requirements under this Deed to qualify for the Payment have not been fully and properly met,
- it must immediately Notify the Department of the same and provide all information in relation to the situation as required by the Department.
- 27.6 The Provider must:
- (a) have a valid ABN;
  - (b) immediately Notify the Department if it ceases to have a valid ABN;
  - (c) correctly quote its ABN on all documentation provided to the Department, where relevant;
  - (d) supply proof of its GST registration, if requested by the Department;
  - (e) immediately Notify the Department of any changes to its GST status; and
  - (f) unless otherwise advised by the Department or specified in any Guidelines, submit a Tax Invoice to the Department for payment.

## **28. Evidence to support entitlement to Payments**

- 28.1 The Provider must provide Documentary Evidence to the Department:
- (a) if required by any Guidelines, at the time of making the relevant claim for a Payment, and through the Department's IT Systems; and
  - (b) otherwise, within five Business Days of any request by the Department to do so.



- 28.2 If:
- (a) the Provider does not comply with a request by the Department under clause 28.1, including if the Documentary Evidence provided is not true, complete and accurate; and
  - (b) the Department has already paid the Provider the relevant Payment,
- the Department may recover some or all of the amount of the relevant Payment, at its absolute discretion, from the Provider as a debt in accordance with clause 32, and exercise any other remedies specified in clause 63.2.
- 28.3 The Department may contact Employers, Host Organisations or Participants or any other relevant parties to verify Documentary Evidence provided by a Provider.

## 29. Exclusions

- 29.1 The Department will not pay any money to the Provider in excess of the Payments.
- 29.2 The Provider is responsible for all payments to, and in relation to, its Personnel, including payment by way of salary, remuneration or commissions, bonuses, annual leave, long service leave, personal leave, termination, redundancy, taxes, superannuation and worker's compensation premiums and liabilities.
- 29.3 The Provider must not demand or receive any payment or any other consideration either directly or indirectly from any Participant for, or in connection with, the Services.

## 30. Ancillary Payments

- 30.1 The Department may pay the Provider Ancillary Payments on such terms and conditions as the Department determines and at the Department's absolute discretion, including on any terms and conditions specified in any Guidelines.

## 31. Overpayment and double payment

### Overpayment

- 31.1 If, at any time, the Department determines that an overpayment by the Department has occurred for any reason, including where a:
- (a) Tax Invoice is found to have been incorrectly rendered after payment; or
  - (b) payment has been made in error,

the Department may recover some or all of the relevant payment amounts from the Provider, at its absolute discretion, as a debt in accordance with clause 32.

### **Double payment**

- 31.2 Subject to any Guidelines and any express written agreement with the Department to the contrary:
- (a) the Provider warrants that neither it, nor any Related Entities, are entitled to payment from the Department, other Commonwealth sources or state, territory or local government bodies for providing services that are the same as, or similar to, the Services as provided under this Deed; and
  - (b) the Department may require the Provider to provide evidence, in a form acceptable to the Department, proving that neither the Provider, nor any Related Entities, are so entitled.
- 31.3 Throughout the Term of this Deed, the Provider must Notify the Department if it intends to deliver services that are, or could be perceived to be, the same as or similar to, the Services provided under this Deed.
- 31.4 For the purposes of clause 31.2, if the Department determines, at its absolute discretion, that the Provider, or any Related Entity, is entitled to payment from the Department, other Commonwealth sources or state, territory or local government bodies for providing the same or similar services as provided under this Deed, the Department may, at its absolute discretion:
- (a) make any Payment related to the relevant Services;
  - (b) decide not to make such a Payment; or
  - (c) recover any such Payment made by the Department as a debt in accordance with clause 32.
- 31.5 Regardless of any action the Department may take under clause 31.3, the Department may, at any time, issue Guidelines setting out the circumstances in which the Department will or will not make Payments in connection with any situation of the type described in clause 31.3.

## **32. Debts and offsetting**

- 32.1 If the Provider owes the Commonwealth any amount:
- (a) under this Deed, the Department may recover some or all of the amount, at its absolute discretion, as a debt due to the Commonwealth from the Provider without further proof of the debt being necessary; and/or
  - (b) under this Deed, and/or under any other arrangement with the Commonwealth, the Department may offset some or all of the amount against any Payment at its absolute discretion; and
  - (c) the Department will Notify the Provider if it exercises its rights under clause 32.1(b) within 10 Business Days after having exercised those rights; and
  - (d) the Provider must continue to perform its obligations under this Deed despite any action taken by the Department under clause 32.1(a) and/or 32.1(b).

- 32.2 Unless otherwise agreed by the Department in writing, the Provider must pay to the Department any debt due to the Commonwealth from the Provider within 30 calendar days of receipt of a Notice from the Department requiring payment.
- 32.3 Where the Provider owes any debt to the Commonwealth under this Deed, Interest is payable by the Provider if the debt is not repaid within 30 calendar days of receipt of a Notice from the Department requiring payment, until the amount is paid in full.

### **33. Taxes, duties and government charges**

- 33.1 Unless expressly stated to the contrary, all dollar amounts in this Deed are inclusive of GST.
- 33.2 If a Payment is not in relation to a Taxable Supply, the Provider must only claim or accept an amount exclusive of GST.
- 33.3 Unless otherwise advised by the Department or specified in any Guidelines, the Provider must give to the Department a Tax Invoice for any Taxable Supply before any Payments are made to the Provider as consideration for the Taxable Supply.
- 33.4 The Provider must not claim or accept from the Department any amount for which it can claim an Input Tax Credit.
- 33.5 Where any debt is repaid, including by offset under clause 32.1(b), an Adjustment Note must be provided to the Department if required by the GST Act.
- 33.6 Subject to this clause 33, all taxes, duties and government charges imposed in Australia or overseas in connection with this Deed must be borne by the Provider.

### **34. Fraud**

- 34.1 The Provider must:
- (a) not engage in, and must ensure that its Personnel, Subcontractors, Third Party IT Vendors and agents do not engage in, fraudulent activity in relation to this Deed; and
  - (b) 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 provided to the Department on request.
- 34.2 If, after investigation, the Department considers that the Provider has failed to comply with clause 34.1, the Department may:
- (a) exercise any remedies specified in clause 63.2; or
  - (b) terminate this Deed under clause 67,
- by providing Notice to the Provider.

Note: The *Criminal Code Act 1995* (Cth) provides that offences involving fraudulent conduct against the Commonwealth are punishable by penalties including imprisonment.

### 35. Financial statements and guarantees

- 35.1 Subject to clause 35.3, the Provider must, for the Term of this Deed, provide to the Department audited financial statements:
- (a) within 20 Business Days of its annual general meeting, or where no annual general meeting is held, within 20 Business Days after the compilation of the financial statements; and
  - (b) no later than 120 Business Days after the end of its financial year.
- 35.2 If the Provider is a Group Respondent or a partnership, then the Provider must provide to the Department one copy of the consolidated audited financial statements for the Group Respondent or partnership, if available, and individual annual audited financial statements for each member of the Group Respondent.
- 35.3 If directed by the Department, the Provider must provide to the Department:
- (a) any other financial statements, in a form, with the content and at a frequency, as directed by the Department; and
  - (b) within 20 Business Days of the relevant direction by the Department:
    - (i) an unconditional and irrevocable financial guarantee duly executed by a financial institution; and/or
    - (ii) a performance guarantee duly executed by a Related Entity of the Provider,in a form and in terms satisfactory to the Department.
- 35.4 The Provider must ensure that any guarantee provided in accordance with clause 35.3(b) remains in place until the Department Notifies the Provider that it is no longer required.
- 35.5 If an Insolvency Event occurs in relation to the Related Entity that has provided the guarantee under clause 35.3(b)(ii), the Provider must replace the performance guarantee to the Department's complete satisfaction within five Business Days of such an event occurring.
- 35.6 Any guarantee provided under clause 35.3(b) will be exercisable by the Department for either or both of the following, to the extent required:
- (a) to obtain compensation for the Department's Loss if the Provider fails to perform any or all of its obligations under this Deed, including on the termination of this Deed; or
  - (b) to recover any debts due to the Department under or in connection with this Deed.
- 35.7 If the Provider fails to provide or maintain any guarantee required by clause 35.3(b), the Department may withhold all or part of any Payment until the Provider meets that obligation.

- 35.8 If the Department exercises any or all of its rights under any guarantee provided under clause 35.3(b), the Department will not be liable for, and the Provider releases the Department from liability for, any resultant Loss by the Provider.

## **Section A2.5 – Assessment and management of Provider's performance**

### **36. Evaluation activities**

- 36.1 The Provider agrees that:
- (a) evaluation activities may be undertaken by the Department for the purposes of evaluating the Services, including the Provider's performance, and may include:
    - (i) the Department monitoring, measuring and evaluating the delivery of the Services by the Provider;
    - (ii) the Provider's Personnel and Subcontractors being interviewed by the Department or an independent evaluator nominated by the Department; and
    - (iii) the Provider giving the Department or the Department's evaluator access to its premises and Records in accordance with clause 50; and
  - (b) it will fully cooperate with the Department in relation to all such activities.

### **37. Sample reviews**

- 37.1 The Provider acknowledges and agrees that:
- (a) the Department may conduct sample reviews of claims for payments made by the Provider, based on a methodology that is verified by a qualified statistician or actuary as being statistically valid and producing results with a high confidence level;
  - (b) if a sample review identifies a proportion of Invalid Claims, the methodology will enable the extrapolation of that proportion across all claims within the relevant type or class of claims for the sample period; and
  - (c) the Department may then exercise any remedies specified in clause 63.2 in relation to the Deemed Invalid Claims.
- 37.2 The Department may engage in any form of sampling activity, including:
- (a) evaluating how the Provider has claimed payments from the Department by reviewing and investigating only a sample of the Provider's claims for payments generally, or claims for payments of a particular type or class ('Sample Review'); and
  - (b) for the purposes of a Sample Review, taking into account data collected from any source.

37.3 If the Department determines that all, or a proportion of, the claims for payments included in a Sample Review are Invalid Claims, then, subject to clause 37.5, all, or that proportion of, the Provider's claims for payments:

- (a) generally; or
- (b) of the type or class of payments,

as relevant to the Sample Review, will be deemed to be Invalid Claims ('Deemed Invalid Claims').

37.4 The Department may, at its absolute discretion, do one or more of the following in relation to any Deemed Invalid Claims:

- (a) exercise any remedies specified in clause 63.2; or
- (b) exercise any of its rights under clause 67.

#### **Sampling methodology**

37.5 For the purposes of clause 37.3, the Department may use any statistical methodology to undertake a Sample Review, provided that the Department has been advised by a statistician who is a Fellow of the Actuaries Institute of Australia or is accredited by the Statistical Society of Australia Inc. that the methodology:

- (a) is, or will give results that are, statistically valid for the purpose of demonstrating the matters covered by this clause 37; and
- (b) will provide at least a 95% confidence level that the proportion and/or value of Invalid Claims identified in the Sample Review can be extrapolated as specified in clause 37.3.

37.6 The Department must disclose the methodology used in a Sample Review to the Provider before exercising the Department's rights under clause 37.4.

## **Section A2.6 – Customer feedback**

### **38. Customer feedback process**

38.1 The Provider must establish and publicise to its Customers the existence and details of a Customer feedback system that:

- (a) is visible, user-centred, simple to access and easy to use for Customers;
- (b) supports early resolution of Complaints lodged by Customers;
- (c) is integrated within the overall corporate structure of the Provider's organisation, with clearly described advice for Customers on the customer feedback process including, confirmation that any Complaint lodged by any Customer will be investigated by an appropriately senior staff member of the Provider;

- (d) is recorded in an electronic system capable of producing complaint insights with robust quality assurance and review processes for both internal reporting purposes, as well as for quarterly reporting to the Department or as required; and
  - (e) includes advice about escalation processes of Complaints, including referral of the Customer to the Department's National Customer Service Line for further investigation of the matter.
- 38.2 If a Customer is dissatisfied with the results of the Customer feedback process, the Provider must refer the Customer to the Department's National Customer Service Line for further investigation of the matter.
- 38.3 Upon request, the Provider must give to the Department and Customers copies and details of the process it has established to manage Customer feedback.
- 38.4 The Provider must, when approached by the Department, actively assist:
- (a) the Department in its investigation of any Complaint, including providing a detailed response to issues Notified by the Department within the timeframe required by the Department;
  - (b) the Department in negotiating a resolution to any Complaint; and
  - (c) other authorities in negotiating a resolution to any Complaint, where the relevant Customer has chosen to utilise legislative or other complaints mechanisms.

## **CHAPTER A3 – INFORMATION MANAGEMENT**

### **Section A3.1 – Information Technology**

#### **39. General**

- 39.1 The Provider must conduct the Services by Accessing the Department's IT Systems provided by the Department for that purpose.
- 39.2 The Department may require that data relating to specific transactions must only be stored on the Department's IT Systems, and the Provider must comply, and ensure that all Subcontractors and Third Party IT Vendors comply, with any such requirements.
- 39.3 The Provider must not allow any Provider Personnel or Subcontractors to have Access to the Department's IT Systems until they have successfully completed any onboarding processes and training specified in any Guidelines.
- 39.4 The Provider is responsible for all costs of meeting its obligations under this clause 39.

#### **40. Access and information security assurance**

##### **Access to the Department's IT Systems**

- 40.1 The Provider must provide information technology systems to Access the Department's IT Systems and to carry out its other obligations under this Deed, that meet the requirements set out in this clause 40.

## External IT Systems

Note: An 'External IT System' means any information technology system or service, other than the Department's IT Systems, used by the Provider or any Subcontractor in association with the delivery of the Services or to Access the Department's IT Systems. 'External IT System' includes a Provider IT System and any Third Party IT.

40.2 The Provider acknowledges and agrees that:

- (a) the External System Assurance Framework is the method the Department uses to gain assurance over External IT Systems;
- (b) the Department is the accreditation authority for the ESAF; and
- (c) the requirements for a Provider IT System are outlined in the Department's Right Fit For Risk program under the ESAF.

40.3 The Provider must:

- (a) advise the Department by email to [securitycompliancesupport@dese.gov.au](mailto:securitycompliancesupport@dese.gov.au), or such other address as advised by the Department from time to time, of any proposed:
  - (i) use of any External IT System to Access the Department's IT Systems, and if the Department imposes any terms and conditions in respect of such use, comply, and ensure that all relevant Subcontractors comply, with those terms and conditions; and
  - (ii) modification to the functionality of any External IT System that impacts, or may have an impact, on the security of that External IT System, and if the Department imposes any terms and conditions in respect of the use of that External IT System, comply, and ensure that all relevant Subcontractors comply, with those terms and conditions;
- (b) ensure that any External IT System used:
  - (i) is not accessible from outside of Australia, and that no data in relation to the Services is transferred or stored outside of Australia, without prior written approval from the Department; and
  - (ii) meets the minimum requirements specified in any Guidelines, including the *External Systems Assurance Framework (ESAF) Guidelines*; and
- (c) ensure that any and all Records held in any External IT System relating directly or indirectly to the Services can be, and are, provided on request to the Department and in an unadulterated form (i.e. with no amendments or transformations to the Records or their data structures).

40.4 The Department:

- (a) may make changes to the Department's IT Systems at any time, notwithstanding that such changes may affect the functioning of an External IT System; and



(b) will provide reasonable information about those changes to the Provider; and  
the Provider:

(c) must, notwithstanding any such change, at its sole cost, ensure that all External IT Systems are consistent with the Department's IT Systems at all times; and

(d) agrees that the Department is not responsible for any Loss by the Provider arising from such changes.

### **Provider IT System accreditation**

Note: A 'Provider IT System' falls within the definition of 'External IT System' and means an information technology system used by the Provider or any Subcontractor in association with the delivery of the Services or to Access the Department's IT Systems.

40.5 Subject to the requirements of the ESAF, the Provider must, and must ensure that its Subcontractors:

(a) obtain RFFR Accreditation for any Provider IT System in accordance with the requirements and timeframes set out in the ESAF and bear any costs associated with doing so; and

(b) maintain such accreditation until the Head Licence Completion Date.

40.6 Where a Provider IT System is modified, the Provider must ensure that any necessary reaccreditation activities are completed in accordance with the requirements of the ESAF.

40.7 If the Provider or any Subcontractor does not obtain accreditation or reaccreditation within the timeframes specified in the ESAF or this clause 40, the Provider must immediately cease using, and ensure that any relevant Subcontractor ceases using, the relevant Provider IT System.

### **Third Party IT**

Note: 'Third Party IT' means any information technology system developed and managed, or information technology service provided, by a Third Party IT Vendor and used by the Provider or any Subcontractor in association with the delivery of the Services or to Access the Department's IT Systems. 'Third Party IT' includes a Third Party Employment System and a Third Party Supplementary IT System.

40.8 The Provider must:

(a) not directly or indirectly allow Access to the Department's IT Systems or electronic Records relating to the Services (including any derivative thereof), by any Third Party IT until the Third Party IT has met the relevant requirements of the ESAF for Access as specified in any Guidelines;

(b) where the Third Party IT is a Third Party IT Employment System:

(i) ensure that the relevant Third Party IT Vendor has entered into a Third Party IT Vendor Deed with the Department in relation to the Third Party IT Employment System; and

(ii) only allow Access in accordance with the terms of the relevant Third Party IT Vendor Deed and any Guidelines;

- (c) where the Third Party IT is a Third Party Supplementary IT System:
  - (i) ensure that the Provider has included the Third Party Supplementary IT System as part of its Provider IT System in accordance with the requirements of the ESAF; and
  - (ii) only allow Access in accordance with the terms of the ESAF; and
- (d) comply with any Guidelines in relation to obligations to be included in any contract with any Third Party IT Vendor and in any Subcontract with any Subcontractor Accessing the Department's IT Systems or electronic Records relating to the Services.

#### **Technical advice**

40.9 The Provider must:

- (a) nominate Personnel ('IT Contact') by email to their Account Manager to receive technical advice from the Department on the Department's IT Systems, and to provide advice to the Department on technical issues arising from Accessing the Department's IT Systems;
- (b) ensure that an IT Contact is appointed at all times during the Term of this Deed, and that, at all times, the Department has up-to-date contact details for the current IT Contact; and
- (c) ensure that the IT Contact meets all requirements specified in any Guidelines.

#### **Security**

40.10 The Provider must comply, and ensure that its Subcontractors and Third Party IT Vendors comply, with the Department's Security Policies, as relevant.

40.11 The Provider must ensure that a Security Contact is appointed at all times during the Term of this Deed, and that, at all times, the Department has up-to-date contact details for the current Security Contact.

40.12 The Provider must (through its Security Contact) promptly report all breaches of IT security to the Employment Systems Service Desk, including where any of its Personnel or any Subcontractor suspect that a breach may have occurred or that any entity may be planning to breach IT security, and provide updates on their resolution.

40.13 Where the Department considers that the Provider may be in breach of this clause 40, or there is a risk of such a breach, the Department may, at its absolute discretion, immediately suspend Access, or require the Provider to cease all Access, to the Department's IT Systems for any one or more of the following:

- (a) any Personnel;
- (b) any Subcontractor;
- (c) any Third Party IT Vendor;
- (d) the Provider; or

(e) any External IT System,  
by providing Notice to the Provider.

40.14 Where the Department determines that the Provider is in breach of, or has previously breached, this clause 40, the Department may immediately exercise any remedies specified in clause 63.2.

40.15 If the Department gives Notice to the Provider that Access to the Department's IT Systems is terminated for any particular Provider Personnel, Subcontractor or Third Party IT Vendor, the Provider must immediately take all actions necessary to terminate that Access and promptly confirm to the Department that it has complied with the Department's requirements.

### **Cybersafety Policy**

40.16 For the purposes of clauses 40.17 to 40.18:

'Clients' means entities who may use the Provider's computers and/or other digital technology that is supported through public funding provided pursuant to this Deed, and includes Participants, the Provider, any Subcontractor and the public, whether they be adult or Children.

'Reasonable Steps' means having in place strategies to minimise and manage risks of exposure to inappropriate or harmful online content by users of computers, particularly Children, and may include having a policy in place regarding appropriate use and protection for Clients, installation of filters, audits and provision of information or training to Clients regarding the risks of, and protection from, inappropriate or harmful online content.

40.17 The Cybersafety Policy is that where an organisation is funded by the Department to carry out the Services using computers and/or other digital technology, the safety of Clients when using those computers and/or other digital technology must be assured.

40.18 The Provider must take Reasonable Steps to protect its Clients' cybersafety.

## **Section A3.2 – Intellectual Property Rights and Moral Rights**

### **41. Intellectual Property Rights**

41.1 This clause 41 does not affect the ownership of the Intellectual Property Rights in any Existing Material or Third Party Material.

41.2 The Provider must obtain all necessary copyright and other Intellectual Property Rights permissions before making any Third Party Material available for the purpose of this Deed or the Services.

41.3 All:

(a) Intellectual Property Rights in; and

(b) rights of ownership of any physical documents comprising,

any Deed Material vest in the Department on creation.

- 41.4 To the extent that the Department needs to use any of the Existing Material or Third Party Material provided by the Provider, in connection with the Services, or for any other Department or Commonwealth purpose, the Provider grants to, or must obtain for, the Department a perpetual, irrevocable, world-wide, royalty-free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify, communicate, broadcast, distribute, exploit and publish that Material.
- 41.5 To the extent that the Provider needs to use any of the Commonwealth Material or Deed Material for the purpose of performing its obligations under this Deed, the Department grants to the Provider, subject to any direction by the Department, a royalty-free, non-exclusive, non-transferable licence to use, reproduce, adapt, modify and communicate such Material solely for the purpose of performing its obligations under this Deed.
- 41.6 On the expiration or earlier termination of this Deed or on such earlier date as may be specified by the Department, the Provider must deliver to the Department a copy of any:
- (a) Deed Material; and
  - (b) Commonwealth Material,
- in the possession or control of the Provider, any of its Personnel or any Subcontractor, or deal with the Material as otherwise directed by the Department.
- 41.7 The Provider warrants that:
- (a) any Warranted Material and the Department's use of any Warranted Material will not infringe the Intellectual Property Rights of any entity; and
  - (b) it has the necessary rights to vest the Intellectual Property Rights and grant the licences as provided for in this clause 41.
- 41.8 If an entity claims, or the Department reasonably believes that an entity is likely to claim, that any Warranted Material or the Department's use of any Warranted Material infringes that entity's Intellectual Property Rights, the Provider must promptly, at the Provider's expense:
- (a) use its best efforts to secure the rights for the Department to continue to use the affected Warranted Material free of any claim or liability for infringement; or
  - (b) replace or modify the affected Warranted Material so that the Warranted Material or the use of it does not infringe the Intellectual Property Rights of any other entity without any degradation of the performance or quality of the affected Warranted Materials.

## 42. Moral Rights

- 42.1 To the extent permitted by law and for the benefit of the Department, the Provider must use its best endeavours to ensure that each of the Provider's Personnel and Subcontractors involved in the production or creation of the Deed Material gives genuine consent in writing, in a form acceptable to the Department, to the Specified Acts, even if such an act would otherwise be an infringement of their Moral Rights.
- 42.2 In this clause 42, 'Specified Acts' means:
- (a) falsely attributing the authorship of any Deed Material, or any content in the Deed Material (including literary, dramatic, artistic works and cinematograph films within the meaning of the *Copyright Act 1968* (Cth));
  - (b) materially altering the style, format, colours, content or layout of the Deed Material and dealing in any way with the altered Deed Material or infringing copies (within the meaning of the *Copyright Act 1968* (Cth));
  - (c) reproducing, communicating, adapting, publishing or exhibiting any Deed Material including dealing with infringing copies, within the meaning of the *Copyright Act 1968* (Cth), without attributing the authorship; and
  - (d) adding any additional content or information to the Deed Material.

### Commonwealth Coat of Arms

- 42.3 The Provider must not use the Commonwealth Coat of Arms for the purposes of this Deed or otherwise, except as authorised in accordance with the Use of the Commonwealth Coat of Arms General Guidelines (<https://www.pmc.gov.au/government/commonwealth-coat-arms>).

## Section A3.3 – Control of information

### 43. Personal and Protected Information

- 43.1 Clauses 43.2 to 43.7 apply only where the Provider deals with Personal Information for the purpose of conducting the Services under this Deed, and the terms 'agency', 'APP Code', 'Australian Privacy Principle' (APP), 'contracted service provider', 'eligible data breach', 'organisation' and 'sensitive information' have the same meaning as they have in section 6 of the Privacy Act.
- 43.2 The Provider acknowledges that it is a contracted service provider and agrees, in conducting the Services under this Deed:
- (a) to use or disclose Personal Information, including sensitive information, obtained in the course of conducting the Services ('relevant Personal Information'), only for the purposes of this Deed or where otherwise permitted under the Privacy Act;
  - (b) except where this clause 43 expressly requires the Provider to comply with an APP that applies only to an organisation, and subject to clause 43.3, to carry out and discharge the obligations contained in the APPs as if it were an agency;

- (c) subject to clause 43.3, not to do any act or engage in any practice that if done or engaged in by the Department would breach an APP or be contrary to the Privacy Act;
- (d) to cooperate with reasonable demands or inquiries made by the Australian Information Commissioner or the Department in relation to the management of Personal Information;
- (e) to notify individuals whose Personal Information it holds, that complaints about its acts or practices may be investigated by the Australian Information Commissioner who has power to award compensation against the Provider in appropriate circumstances;
- (f) unless expressly authorised or required under this Deed, to not engage in any act or practice that would breach:
  - (i) APP 7 (direct marketing);
  - (ii) APP 9 (adoption, use or disclosure of government related identifiers); or
  - (iii) any registered APP code that is applicable to the Provider;
- (g) to comply with any request under section 95C of the Privacy Act;
- (h) to comply with any directions, guidelines, determinations, rules or recommendations of the Australian Information Commissioner to the extent that they are consistent with the requirements of this clause 43;
- (i) not to transfer relevant Personal Information outside of Australia, or to allow parties outside Australia to have access to it, without the prior written approval of the Department;
- (j) to its name being published in reports by the Australian Information Commissioner;
- (k) if the Provider suspends or terminates any of its relevant Personnel, or if any of its relevant Personnel resign, the Provider must immediately:
  - (i) remove any access that the Personnel have to any relevant Personal Information;
  - (ii) require that the Personnel return to the Provider or the Department any relevant Personal Information held in the Personnel's possession; and
  - (iii) remind the Personnel of their relevant obligations under this Deed;
- (l) to ensure that any of its Personnel who are required to deal with relevant Personal Information:
  - (i) where required by the Department, undertake in writing to comply with the APPs (or a registered APP code, where applicable); and

(ii) are made aware of their obligations in this clause 43, including to undertake in writing to comply with the APPs (or a registered APP code, where applicable); and

(m) otherwise comply with any Guidelines.

43.3 The Provider will not, by reason of this clause 43, be bound by any provision of the *Privacy (Australian Government Agencies – Governance) APP Code 2017*.

43.4 Unless such act or practice is expressly authorised by this Deed, no clause in this Deed will be interpreted so as to authorise the Provider or its Subcontractors to engage in an act or practice that would breach an APP if done or engaged in by the Department.

43.5 The Provider must immediately Notify the Department if it becomes aware:

(a) of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 43 by any of its Personnel or a Subcontractor;

(b) that a disclosure of Personal Information may be required by law; or

(c) of an approach to the Provider by the Australian Information Commissioner or by an individual claiming that their privacy has been interfered with.

#### **Notifiable data breaches**

43.6 If the Provider becomes aware that there are reasonable grounds to suspect that there may have been an eligible data breach in relation to any Personal Information the Provider holds as a result of this Deed or its performance of the Services, the Provider must:

(a) Notify the Department in writing no later than the Business Day after the Provider becomes so aware; and

(b) unless otherwise directed by the Department, carry out an assessment as to whether there are reasonable grounds to believe that there has been an eligible data breach in accordance with the requirements of the Privacy Act.

43.7 Where the Provider is aware that there are reasonable grounds to believe that there has been, or where the Department Notifies the Provider that there has been an eligible data breach in relation to any Personal Information the Provider holds as a result of this Deed or its performance of the Services, the Provider must:

(a) take all reasonable action to mitigate the risk of the breach causing serious harm to any of the individuals to whom the Personal Information relates;

(b) take all other action necessary to comply with the requirements of the Privacy Act (including preparing a statement for the Australian Information Commissioner and notifying affected individuals about the eligible data breach where required); and

(c) take any other action as reasonably directed by the Department or the Australian Information Commissioner.

### **Protected Information**

- 43.8 The Provider must ensure that its Personnel, Subcontractors and Third Party IT Vendors only obtain, record, disclose or otherwise use Protected Information as permitted under Division 3 [Confidentiality] of Part 5 of the *Social Security (Administration) Act 1999* (Cth).

## **44. Confidential Information**

### **Confidential information not to be disclosed**

- 44.1 Subject to this Deed, a Party must not, without the other Party's prior written approval, disclose that other Party's Confidential Information to a third party.
- 44.2 In giving written approval to disclose Confidential Information, a Party may impose conditions as it thinks fit, and the other Party agrees to comply with the conditions.

### **Exceptions to obligations**

- 44.3 The obligations on the Parties under this clause 44 will not be breached to the extent that Confidential Information is disclosed:
- (a) unless otherwise Notified by the Department, by the Provider to its Personnel to enable the Provider to comply with its obligations, or to exercise its rights, under this Deed;
  - (b) unless otherwise Notified by the Department, by the Provider to its internal management Personnel, solely to enable effective management or auditing of Deed related activities;
  - (c) by the Department to its Personnel, within the Department's organisation, or with another agency, where this serves the Commonwealth's legitimate interests;
  - (d) by the Department to the responsible Minister or the Minister's staff;
  - (e) by the Department, in response to a request or direction by a House or a Committee of the Parliament of the Commonwealth of Australia; or
  - (f) by a Party as authorised or required by law.

### **Obligation on disclosure**

- 44.4 Where the Provider discloses Confidential Information to its Personnel pursuant to clause 44.3(a) or 44.3(b), the Provider must notify the Personnel that the information is Confidential Information.

### **No reduction in privacy obligations**

- 44.5 Nothing in this clause 44 limits the obligations of the Provider under clauses 43, 49 or 50.



## Section A3.4 – Records management

### 45. Records the Provider must keep

45.1 The Provider must:

- (a) in accordance with this Deed and the Records Management Instructions, create and maintain detailed Records of the management of the Services in a form, and with the content, that is sufficient to enable proper auditing by the Department; and
- (b) ensure that those Records are true, complete and accurate.

45.2 Notwithstanding this clause 45, if the Department considers it appropriate, the Department may, at its absolute discretion, impose special conditions in relation to Records management, and the Provider must comply with those special conditions as directed by the Department.

#### **Financial Accounts and Records**

45.3 The Provider must keep financial accounts and Records of its transactions and affairs regarding Payments that it receives from the Department under this Deed:

- (a) in accordance with Australian Equivalents to International Financial Reporting Standards; and
- (b) such that:
  - (i) all Payments made by the Department are clearly and separately identified from each other and from other money of the Provider; and
  - (ii) an auditor or other entity may examine them at any time and thereby ascertain the Provider's financial position.

#### **Records Management Instructions**

45.4 Without limiting the Provider's other obligations under this Deed, including in relation to Personal Information, the Provider must:

- (a) store, transfer and retain all Records in connection with this Deed, and only destroy such Records;
- (b) maintain a register of Records; and
- (c) ensure that its Personnel and Subcontractors only access Records,

in accordance with the Records Management Instructions.

- 45.5 The Provider must:
- (a) not, without the prior written approval of the Department, transfer, or be a party to an arrangement for the transfer of, custody of the Records outside of Australia or to any person, entity or organisation other than to the Department; and
  - (b) where transferring Records, only transfer the Records in accordance with the Records Management Instructions or as otherwise directed by the Department.
- 45.6 All Records must be retained by the Provider for a period of no less than six years after the creation of the Record, unless otherwise specified in the Records Management Instructions or advised by the Department.

### **Third Party IT Vendors**

- 45.7 If any Third Party IT Vendor creates or maintains Records in association with the delivery of the Services by the Provider, the Provider must comply, and must ensure that the Third Party IT Vendor complies, with the requirements in this clause 45 in respect of any such Records.

## **46. Public Sector Data**

- 46.1 Subject to passage of the *Data Availability and Transparency Bill 2020* (Cth) ('the Bill'), the Department may at any time require the Provider by Notice to provide Public Sector Data to the Department or a third party nominated by the Department for the purposes of sharing that data pursuant to the Bill.

Note: 'Public Sector Data' is defined in the Bill to mean "data lawfully collected, created or held by or on behalf of a Commonwealth body...".

- 46.2 Where Notified under clause 46.1, the Provider must:
- (a) provide the required Public Sector Data to the Department or a third party nominated by the Department within the timeframe and in the manner and form specified by the Department, including by:
    - (i) providing access to the Department to any External IT System for the purposes of regular and automated retrieval of Records through the Department's IT Systems; and
    - (ii) manipulating or enhancing the Public Sector Data as required by the Department before providing it to the Department or a third party; and
  - (b) in providing the required Public Sector Data to the Department or a third party, comply with the relevant data breach provisions of the Bill.
- 46.3 If the Department requires the Provider to provide Public Sector Data directly to a nominated third party, the Department may require the Provider to register as an 'Accredited Data Services Provider' pursuant to the accreditation scheme in Part 5.2 of the Bill.
- 46.4 The Provider agrees that compliance with this clause 46 is at the Provider's own cost.

#### **47. Access by Participants and Employers to Records held by the Provider**

- 47.1 Subject to this clause 47, the Provider must allow Participants and Employers who are individuals to access Records that contain their own Personal Information, and provide them with copies of such Records if they require, except to the extent that Commonwealth legislation would, if the Records were in the possession of the Commonwealth, require or authorise the refusal of such access by the Commonwealth including Records of the type set out in clause 47.3.
- 47.2 The Provider must, in providing access to the requested Records in accordance with clause 47.1:
- (a) ensure that the relevant Participant or Employer requesting the access in clause 47.1 provides proof of identity to the Provider before access is given to the requested Records;
  - (b) ensure that any third party requesting the access in clause 47.1 on behalf of a Participant or Employer provides to the Provider written authority from the relevant Participant or Employer to obtain access to the requested Records before access is given; and
  - (c) notate the relevant files with details of the Records to which access was provided, the name of the individual granted access and the date and time of such access.
- 47.3 Where a Participant or an Employer requests access to Records containing information falling within the following categories:
- (a) information about another individual;
  - (b) medical/psychiatric records (other than those actually supplied by the Participant or Employer, or where it is clear that the Participant has a copy or has previously sighted a copy of the records);
  - (c) psychological records; and
  - (d) information provided by other third parties,
- the request must be directed by the Provider to the Department for consideration.
- 47.4 The Provider must comply with any direction given by the Department in relation to the provision, or refusal, of access to Records held by the Provider to a Participant or Employer.

#### **48. Access to documents for the purposes of the *Freedom of Information Act 1982* (Cth)**

- 48.1 In this clause 48, 'document' has the same meaning as in the *Freedom of Information Act 1982* (Cth).

48.2 The Provider agrees that:

- (a) where the Department has received a request for access to a document created by, or in the possession of the Provider, any Subcontractor or any Third Party IT Vendor, related to the performance of the Services, the Department may, at any time, by Notice, require the Provider to provide the document to the Department and the Provider must, at no additional cost to the Department, promptly comply with the Notice;
- (b) the Provider must assist the Department in respect of the Department's obligations under the *Freedom of Information Act 1982* (Cth), as required by the Department; and
- (c) the Provider must include in any Subcontract, or contract with a Third Party IT Vendor, provisions that will enable the Provider to comply with its obligations under this clause 48.

#### **49. Program Assurance Activities and audits**

49.1 The Department may conduct Program Assurance Activities and audits relevant to the performance of the Provider's obligations under this Deed including in relation to:

- (a) the Provider's operational practices and procedures as they relate to this Deed and the provision of the Services, including security procedures;
- (b) the accuracy of the Provider's invoices and reports provided, or claims for payments made, under this Deed;
- (c) the Provider's compliance with its confidentiality, privacy and security obligations under this Deed;
- (d) Material (including Records) in the possession of the Provider relevant to the Services or this Deed;
- (e) the financial statements of the Provider and the financial capacity of the Provider to perform the Services; and
- (f) any other matters determined by the Department to be relevant to the Services or this Deed.

49.2 Each Party must bear its own costs in relation to any action under this clause 49.

49.3 The Provider's compliance with this clause 49 does not in any way reduce the Provider's responsibility to perform its obligations in accordance with this Deed.

#### **50. Access to Material**

50.1 The Department may access, locate, inspect, copy and remove any Record including Records stored on any External IT System for any purpose connected with employment, skills and education related services, including for the purposes of improving employment services and conducting Program Assurance Activities and audits.

- 50.2 For the purposes of clauses 49.1 and 50.1, the Provider must, in accordance with any request by the Department, give or arrange:
- (a) unfettered access for the Department to:
    - (i) any of its Sites or premises and/or any of those of any Subcontractor or Third Party IT Vendor;
    - (ii) any External IT System, including for the purposes of regular and automated retrieval of Records through the Department's IT Systems;
    - (iii) any Material, including:
      - (A) any Records in a data format and storage medium accessible by the Department by use of the Department's existing computer hardware and software; and
      - (B) any Material, however stored, relevant to claims for Payment, determining the Provider's financial viability, and compliance with relevant work, health and safety and industrial relations legislation; and
    - (iv) its Personnel, Subcontractors and Third Party IT Vendors; and
  - (b) all assistance to or for the Department to:
    - (i) undertake any activities for the purposes of any audit under clause 49.1;
    - (ii) inspect its Sites or premises and those of any Subcontractor or Third Party IT Vendor;
    - (iii) inspect the performance of Services;
    - (iv) access any External IT System, including through the Department's IT Systems; and
    - (v) locate, inspect, copy and remove, any Records including data stored on any External IT System.
- 50.3 Subject to clause 50.4, the obligations referred to in clause 50.2 are subject to the Department providing reasonable prior notice to the Provider and compliance with the Provider's reasonable security procedures.
- 50.4 If:
- (a) a matter is being investigated that, in the opinion of the Department, may involve:
    - (i) an actual or apprehended breach of the law;
    - (ii) a breach of this Deed; or
    - (iii) suspected fraud;

- (b) the Department is conducting Program Assurance Activities or an audit in relation to the Provider; or
- (c) the Department accesses any External IT System and any related Material pursuant to a regular, automated process of retrieval of Records including through the Department's IT Systems,

clause 50.3 does not apply, and the Department may remove and retain any Records, including those stored electronically, that the Department determines are relevant to any action under this clause 50.4, provided that, in the case of clauses 50.4(a) and 50.4(b), the Department returns a copy of all such Records to the Provider within a reasonable period of time.

Note: There are additional rights of access under the *Ombudsman Act 1976* (Cth), the *Privacy Act 1988* (Cth), and the *Auditor-General Act 1997* (Cth).

- 50.5 Each Party must bear its own costs in relation to any action under this clause 50.
- 50.6 The Provider's compliance with this clause 50 does not in any way reduce the Provider's responsibility to perform its obligations in accordance with this Deed.

## CHAPTER A4 – DEED ADMINISTRATION

### Section A4.1 – Indemnity and insurance

#### 51. Indemnity

- 51.1 The Provider must indemnify the Department against any Loss by the Department, including in dealing with any claim against the Department, arising from or in connection with any:
  - (a) act or omission by:
    - (i) the Provider;
    - (ii) a Subcontractor (whether or not the relevant entity is a current Subcontractor); or
    - (iii) a Host Organisation,in connection with this Deed, where there was fault on the part of the entity whose conduct gave rise to the Loss;
  - (b) breach by the Provider of this Deed or failure to meet an undertaking given under this Deed;
  - (c) publication of the information referred to in clauses 94.2 or 70, where the published information was provided by the Provider to the Department; or
  - (d) use by the Department of any Warranted Material, including any claims by third parties about the ownership or right to use Intellectual Property Rights or Moral Rights in any Warranted Material.

- 51.2 The liability of the Provider to indemnify the Department under this clause 51 will be reduced proportionately to the extent that fault on the Department's part contributed to the relevant Loss.
- 51.3 The Department's right to be indemnified under this clause 51 is in addition to any other right, power, or remedy provided by law, but the Department will not be entitled to be compensated in excess of the amount of the relevant Loss.

**Meaning of fault**

- 51.4 In this clause 51, 'fault' means any negligent or unlawful act or omission or wilful misconduct, including fraud.

**52. Insurance**

- 52.1 Subject to this clause 52 and unless the Department otherwise agrees in writing, the Provider must, for the Term of this Deed, effect and maintain or cause to be effected and maintained, the following insurances, which must be valid and enforceable and, except for the statutory workers compensation insurance referred to in clause 52.1(b)(i)(A) and the professional indemnity insurance or errors and omissions insurance at clause 52.1(d), be written on an occurrence basis:
- (a) public liability insurance with a limit of indemnity of at least \$20 million in respect of each and every occurrence, which covers:
    - (i) the Provider's liability and the liability of its Personnel, representatives and agents (including to the Department and to the Participants) at general law and additionally as assumed under the terms of clause 53; and
    - (ii) the vicarious liability of the Department in respect of the acts or omissions of the Provider, its Personnel, representatives and agents,in respect of:
    - (iii) loss of, or damage to, or loss of use of any real or personal property (including property of the Department in the care, custody or control of the Provider); and
    - (iv) the bodily injury, disease or illness (including mental illness), disability, shock, fright, mental anguish or mental injury or death of any individual (other than a liability insured under the insurance referred to in clause 52.1(b)),arising out of, or in connection with, the Provider's performance of this Deed;
  - (b) insurance which insures any injury, damage, expense, loss or liability suffered or incurred by any individual engaged in work by the Provider under this Deed:
    - (i) giving rise to a claim:
      - (A) under any statute relating to workers' compensation; and

- (B) where common law claims by such workers are permissible outside of the statutory scheme referred to in clause 52.1(b)(i)(A), for employer's liability at common law with a limit of indemnity of at least \$50 million in respect of each and every occurrence;
  - (ii) in each Australian state or territory where the Services are performed or 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 the Department for its liability as principal in relation to any such claim;
- (c) for any motor vehicle used in the performance of this Deed:
- (i) insurance with a limit of indemnity of at least \$20 million in respect of each and every 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 performance of this Deed (including transporting Participants); and
    - (B) the bodily injury, disease or illness (including mental illness), disability, shock, fright, mental anguish or mental injury or death of, any individual arising from the use of any unregistered plant or vehicles used in or in connection with the performance of the Services pursuant to this Deed (including transporting Participants); and
  - (ii) compulsory third party motor vehicle insurance for all registrable vehicles used in the performance of this Deed (including transporting Participants in the Provider's or the Provider's employees' vehicles);
- (d) for any Services provided in a professional capacity – professional indemnity insurance or errors and omissions insurance to be maintained during the Term of this Deed and for at least seven years following the Head Licence Completion Date 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 with one right of reinstatement which covers the liability of the Provider at general law and additionally as assumed under the terms of clause 53 arising from:
- (i) a breach of duty owed in a professional capacity in connection with the performance of this Deed or, where errors and omissions insurance is affected, arising from an error or omission by the Provider, its Personnel, representatives or agents; and
  - (ii) unintentional breaches of Intellectual Property Rights;



- (e) if the provision of the Services involves the provision of a product – products liability insurance with a limit of indemnity of at least \$10 million in respect of each and every occurrence, which covers:
- (i) the Provider's liability and the liability of its Personnel, representatives and agents (including to the Department and to the Participants) at general law and additionally as assumed under the terms of clause 53; and
  - (ii) the vicarious liability of the Department in respect of the acts or omissions of the Provider, its Personnel, representatives and agents,
- in respect of:
- (iii) loss of, damage to, or loss of use of any real, personal or intangible property (including property of the Department in the care, custody or control of the Provider, and including the Department's IT Systems); and
  - (iv) the bodily injury, disease or illness (including mental illness), disability, shock, fright, mental anguish or mental injury or death of, any individual (other than a liability insured under the insurance referred to in clause 52.1(b)),
- arising out of or in connection with any goods or products manufactured, constructed, erected, installed, repaired, serviced, renovated, assembled, sold, supplied or distributed in the performance of the Services, or in connection with, this Deed;
- (f) personal accident insurance providing a sliding scale of benefits (in conformance with current insurance market practice for such policies) with a maximum benefit of at least \$250,000 in respect of each and every occurrence that covers Participants while:
- (i) on the Provider's premises;
  - (ii) undertaking employment services activities, but not including undertaking an Activity or any other activity specified in any Guidelines; and
  - (iii) travelling between:
    - (A) the Provider's premises and the Participant's home or Services Australia following Referral;
    - (B) the Provider's premises and employment services activities and other activities that the Provider may require the Participant to undertake; and
    - (C) the Participant's home and employment services activities and other activities that the Provider may require the Participant to undertake, following referral by the Provider;

Note: The personal accident insurance referred to in clause 52.1(f)(iii) is not required to cover Participants in relation to an Activity.

(g) if the Provider will use an aircraft or marine vessel for the purposes of performing this Deed and the aircraft or marine vessel is owned or chartered by the Provider, marine liability and/or aircraft liability insurance, as is appropriate, covering the liability of the Provider, its Personnel, representatives and agents (including to the Department, Participants and passengers) in respect of personal injury or death or loss of or damage to property (including cargo) with a limit of indemnity of at least \$20 million in respect of each and every occurrence unless such liability is otherwise insured under the insurance effected in compliance with clause 52.1(a); and

(h) cyber risk insurance of at least \$500,000 per claim or loss, or such higher amount as appropriate for the Provider's business and the Services provided under this Deed, covering:

(i) the Provider, any of its Subcontractors and the Department for their:

(A) repair, replacement, recreation or restoration costs for systems or data;

(B) investigation (including forensic), public relations, business interruption and legal costs; and

(C) loss of money or property paid in connection with an extortion demand; and

(ii) liability of the Provider and any of its Subcontractors (including liability to the Department) for third party claims, fines, penalties and other costs,

arising from a loss of or failure to secure data (including through the theft of or unauthorised access to data by Personnel and third parties), disclosure of data (whether negligent or inadvertent), breach of duty in connection with the storage or use or handling of data, cyber extortion or the receipt or transmission of viruses.

52.2 The Provider must also affect and maintain, or cause to be affected and maintained, any other insurance policies required to adequately cover the Provider's business risk that a similar entity delivering the Services, acting reasonably, would acquire, and any other insurance cover required by law.

52.3 Unless otherwise agreed by the Department in writing, all insurances required under this clause 52 (other than statutory workers compensation insurance and compulsory third party motor vehicle insurance) must be obtained from an insurer authorised by the Australian Prudential Regulation Authority.

52.4 Each of the insurances required by this clause 52 (other than statutory workers compensation insurance and compulsory third party motor vehicle insurance) that insures more than one entity, must include:

(a) a cross-liability clause, whereby the insurer agrees that the policy shall be construed as if a separate policy has been issued to each insured entity (but not so as to increase the overall limit of liability);

- (b) a waiver of subrogation clause, whereby the insurer agrees to waive all rights of subrogation or action that it may have or acquire against any or all of the entities insured (at least to the extent that they are insured under the policy);
  - (c) a non-imputation clause, whereby the insurer agrees that any failure by any insured entity to observe and fulfil the terms of the policy, or to comply with the terms of the policy, or to comply with that insured entity's pre-contractual duty of disclosure does not prejudice the insurance of any other entity insured under the policy;
  - (d) a severability clause in which the insurer agrees to treat the insurance policy as if a separate policy has been issued to each insured entity for the purposes of determining rights to indemnity; and
  - (e) a clause whereby notices of a claim given to the insurer by any insured entity will be accepted by the insurer as notice of a claim given by all the entities insured under the policy.
- 52.5 Clauses 52.4(a), 52.4(c) and 52.4(e) do not apply to any personal accident insurance required by this clause 52, and clause 52.4(a) does not apply to any professional indemnity or errors and omissions insurance.
- 52.6 In relation to the insurances specified in this clause 52, the Provider must abide by the terms and conditions of any relevant policy and do everything reasonably required to claim and to collect or recover monies due under any policy.
- 52.7 The Provider must Notify the Department immediately if it:
- (a) becomes aware of any actual, threatened or likely claim under any of the insurances which the Provider is obliged to effect and maintain, that could materially reduce the available limits or involve the Department (other than a claim by the Department against the Provider which would be insured under the insurance referred to in clause 52.1(d)); or
  - (b) receives a notice of cancellation in respect of any of the insurances that the Provider is obliged to effect and maintain.
- 52.8 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 this clause 52, as is appropriate (including as to limits of indemnity) given the nature of the work to be performed by each such Subcontractor.

#### **Evidence of insurance**

- 52.9 Subject to clause 52.10, the Provider must obtain written independent professional advice that the insurances obtained by it and any Subcontractors pursuant to this clause 52 meet the requirements of this Deed:
- (a) before commencing the performance of any Services and in any event within 20 Business Days after the Head Licence Start Date; and
  - (b) within 10 Business Days of the date of renewal of each of the insurances required under this Deed.

- 52.10 Where the advice referred to in clause 52.9 relates to insurances obtained by a Subcontractor, the written independent professional advice in relation to that insurance may be obtained by either the Provider or the Subcontractor.
- 52.11 Clause 52.9 does not apply to statutory workers compensation insurance or compulsory third party motor vehicle insurance.
- 52.12 The Provider must, within 10 Business Days of 1 July each year, or at any other time that the Department requests, provide to the Department an insurance declaration form, in the form required by the Department.
- 52.13 In relation to each insurance policy relied upon by the Provider in compliance with the Provider's obligations to effect and maintain, or cause to be affected and maintained, insurance as required by this Deed, the Provider must provide to the Department:
- (a) a full copy of the insurance policy (including all schedules and endorsements);
  - (b) a certificate of currency; and
  - (c) a copy of the independent professional advice required by clause 52.9,
- at any time that the Department requests.

Note: Clause 52.13 allows the Department to request information relating to the insurances of any Subcontractor of the Provider.

- 52.14 The Provider must not change, during the term of any policy, its insurer(s) unless the Department is satisfied that the change will not reduce or terminate any cover that exists prior to the proposed change and has agreed in writing to the change.

#### **Assistance to the Department**

- 52.15 The Provider must:
- (a) give full, true and particular information, in respect of any proposal for a policy of insurance (including any policy issued pursuant to any self-insurance scheme of the Commonwealth) to be affected by the Department, 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
  - (b) provide all reasonable assistance to the Department, in order to facilitate the Commonwealth making a claim under any insurance policy or self-insurance scheme effected for the Commonwealth's benefit.
- 52.16 For the avoidance of doubt, the provisions of this clause 52 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 52 does not limit its liability under any other provision of this Deed.

## 53. Liability of the Provider to the Department

### Joint and several liability

- 53.1 To the extent permitted by law, where more than one entity is bound by this Deed as the Provider (including where the Provider is a Group Respondent or a partnership), each of those entities is jointly and severally liable for the performance of all of Provider's obligations under this Deed.

### Proportionate liability

- 53.2 The Parties agree that, to the extent permitted by law:
- (a) the operation of Part 4 of the *Civil Liability Act 2002 (NSW)* is excluded in relation to all and any rights, obligations and liabilities under, or in connection with, this Deed whether such rights, obligations or liabilities are sought to be enforced as a breach of contract, a claim in tort or otherwise; and
  - (b) in accordance with clause 78, this clause 53.2 applies to all and any rights, obligations and liabilities under, or in connection with, this Deed whether such rights, obligations or liabilities arise in the State of New South Wales or elsewhere in Australia.

Note: Clause 78 provides that this Deed is to be construed in accordance with, and any other matter related to it is to be governed by, the laws of the State of New South Wales.

## 54. Special rules about Group Respondents

- 54.1 If the Provider is a Group Respondent, the Provider:
- (a) agrees that its members are as specified in the Particulars;
  - (b) warrants that each of its members have given their authority to the member named in the Particulars as the Group Respondent's lead member to negotiate, bind and act on that member's behalf in relation to this Deed and any variations thereto; and
  - (c) agrees that it can only change:
    - (i) its membership; and/or
    - (ii) the lead member of the Group Respondent,by entering into an appropriate deed(s) with the Department on terms acceptable to the Department, including, in relation to a change to the lead member, a term under which the Provider and the new lead member warrant that each of the members of the Group Respondent have given their authority to the new lead member to negotiate, bind and act on that member's behalf in relation to this Deed and any variations thereto and providing evidence, to the Department's complete satisfaction, that each of the members have given that authority.

Note: A change in membership of a Group Respondent may require a deed of termination, a deed of variation or a deed of novation depending on the circumstances.

## Section A4.2 – Changes in entities delivering Services

### 55. Corporate governance

- 55.1 The Provider must, and must ensure that any Material Subcontractor:
- (a) provide(s) a copy of its Constitution to the Department within five Business Days of a request to do so;
  - (b) Notify(ies) the Department in writing within five Business Days of any change:
    - (i) in its Constitution, structure, management or operations that could reasonably be expected to have an adverse effect on the Provider's ability to comply with its obligations under this Deed; and
    - (ii) to the membership of its board of Directors, board of management or executive; and
  - (c) obtain(s) a completed credentials information form (as supplied by the Department or as specified in any Guidelines) from any Director, or member of its board of management or executive, and supply it to the Department, if the Department requests it, within 10 Business Days of the Department's request.

Note: The credentials information form authorises the Department to undertake a credit check of a particular individual.

#### Provider Personnel

- 55.2 Unless otherwise agreed by the Department in writing at its absolute discretion, the Provider must:
- (a) before employing, engaging or electing any individual who would have a role in its management, financial administration or the performance of the Services, actively enquire as to whether the individual:
    - (i) has previously been employed, engaged or elected by another employment services provider; and
    - (ii) if clause 55.2(a)(i) applies, had their:
      - (A) Access to the Department's IT Systems terminated; and/or
      - (B) employment, engagement or election terminated,because of their conduct in relation to employment services provided to the Commonwealth;
  - (b) make a written Record of the result of the enquiry described in clause 55.2(a); and
  - (c) if clause 55.2(a)(ii) applies to the individual, not employ, engage or elect them for a role in its management, financial administration or the performance of the Services.

- 55.3 Unless otherwise agreed by the Department in writing at its absolute discretion, the Provider must not employ, engage or elect any individual who would have a role in its management, financial administration or, if Notified by the Department, the performance of the Services, if:
- (a) the individual is an undischarged bankrupt;
  - (b) there is in operation a composition, deed of arrangement or deed of assignment with the individual's creditors under the law relating to bankruptcy;
  - (c) the individual has suffered final judgment for a debt and the judgment has not been satisfied;
  - (d) subject to Part VIIC of the *Crimes Act 1914* (Cth), the individual has been 'convicted' within the meaning of paragraph 85ZM(1) of that Act of an offence under the *Crimes Act 1914* (Cth), or any other offence relating to fraud, unless there is clear evidence that:
    - (i) the conviction is regarded as spent under paragraph 85ZM(2) (taking into consideration the application of Division 4 of Part VIIC);
    - (ii) the individual was granted a free and absolute pardon because the individual was wrongly convicted of the offence; or
    - (iii) the individual's conviction for the offence has been quashed,in accordance with any relevant law;
  - (e) the individual is or was a Director or an individual who occupied an influential position in the management or financial administration of an organisation that had failed to comply with the terms of any agreement with the Commonwealth and where that failure gave the Commonwealth the right to terminate the agreement; or
  - (f) the individual is otherwise prohibited from being a member or Director or employee or responsible officer of the organisation of the Provider.
- 55.4 Unless otherwise agreed by the Department in writing at its absolute discretion, where an individual falls, or is discovered as falling, within any of clauses 55.3(a) to 55.3(f) while employed or engaged by the Provider, or elected as an officer of the Provider, in a role in:
- (a) its management or financial administration, the Provider will be in breach of clause 55.3, if the Provider does not:
    - (i) transfer the individual to a position that does not have a role in its management or financial administration; or
    - (ii) terminate the employment or engagement of the individual or remove the individual from office,as the case may be, and immediately Notify the Department of its action; or

- (b) the performance of the Services, the Provider must Notify the Department on becoming aware that the individual falls or has been discovered as falling within any of clauses 55.3(a) to 55.3(f), and take any action in respect of that individual, that is Notified by the Department.

Note: For the avoidance of doubt, clause 55.4(b) will also apply where an individual is transferred in accordance with clause 55.4(a)(i), to a role in the performance of the Services.

## **56. Removal and training of Provider and Subcontractor Personnel**

- 56.1 The Department may give Notice, on reasonable grounds related to the performance of the Services or risk to the Services or the Commonwealth, requiring the Provider to remove Personnel (including Subcontractor Personnel) from work on the Services. The Provider must, at its own cost, promptly arrange for the removal of such Personnel from work on the Services and their replacement with Personnel acceptable to the Department.
- 56.2 For the purposes of clause 56.1, if the Provider is unable to provide replacement Personnel (including Subcontractor Personnel) who are acceptable to the Department, the Department may terminate this Deed under clause 67.
- 56.3 The Provider must provide for, and ensure that its Personnel and Subcontractors participate in, any training as requested by the Department or as specified in any Guidelines.

## **57. Change in Control of the Provider or a Material Subcontractor**

- 57.1 The Provider must not, without the Department's prior written consent, cause or allow to occur a Change in Control of:
  - (a) the Provider; or
  - (b) any Material Subcontractor.
- 57.2 The Department may, at its absolute discretion, grant, or refuse to grant its consent to a Change in Control of the Provider or any Material Subcontractor. If the Department grants its consent, the Department may do so on such conditions as the Department sees fit.
- 57.3 The Provider must, within five Business Days of receiving a written request from the Department, provide such information and supporting evidence as the Department may request in relation to the:
  - (a) shareholdings;
  - (b) issued shares;
  - (c) board of Directors;
  - (d) board of management;
  - (e) executive;
  - (f) voting rights;



(g) partnership composition, if relevant; or

(h) ultimate holding company, if relevant,

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

57.4 If the Provider breaches clause 57.1 or clause 57.3, the Department may:

(a) vary any Employment Region, Business Share or any Site and/or any other aspect of any Licence, including any Special Conditions applicable to any Licence;

(b) exercise any remedies specified in clause 63.2; or

(c) terminate this Deed under clause 67,

by providing Notice to the Provider.

57.5 In determining whether to take action under clause 57.4, the Department may take into account any matter, including whether the Department considers, at its absolute discretion, that the relevant Change in Control:

(a) presents a risk to the Commonwealth; or

(b) has an impact on the Services (including any actual or constructive change to the proportion of Services being performed by the Provider in a particular Employment Region, geographic region or nationally).

57.6 If the Department exercises its rights under clause 57.4(a):

(a) where relevant, the relevant Head Licence is deemed to be varied accordingly; and

(b) the Provider must perform all of its obligations under this Deed as varied.

## **58. Notice regarding Insolvency Events**

58.1 Without limiting any other provisions of this Deed, the Provider must:

(a) immediately Notify the Department if it becomes aware of any Insolvency Event; and

(b) provide the Department, immediately upon receipt or generation by the Provider, a copy of any:

(i) record of a decision of the Provider; or

(ii) notice or orders of any other entity,

relating, or potentially relating, to an Insolvency Event, including any:

(iii) statutory demand within the meaning of sections 459E and 459F of the Corporations Act;

- (iv) proceedings initiated with a view to obtaining an order for the Provider's winding up;
- (v) decisions and orders of any court or tribunal made against the Provider, or involving the Provider, including an order for the Provider's winding up;
- (vi) notice that a shareholder, member or Director is convening a meeting for the purpose of considering or passing any resolution for the Provider's winding up; or
- (vii) notice that the Provider has become bankrupt or has entered into a scheme of arrangement with their creditors (if the Provider is an individual).

## 59. Subcontracting

- 59.1 The Provider must not, without the Department's prior written approval, enter into, or terminate, a Subcontract.
- 59.2 In giving approval under clause 59.1, the Department may impose such terms and conditions as the Department thinks fit and the Provider must comply with any such terms and conditions.
- 59.3 The Subcontractors that the Department has approved, and any terms and conditions relating to their use, are identified in items 5.3 and 5.4 of Schedule 1 to any Head Licence.
- 59.4 If the Department gives any approval under clause 59.1 following the Licence Start Date, the Department may issue an updated Head Licence document to reflect this approval.
- 59.5 The Provider must ensure that any Subcontract is in writing.
- 59.6 The Provider is liable to the Department for any Loss by the Department in connection with this Deed caused by the acts or omissions of any Subcontractor, whether or not the relevant entity is a current Subcontractor.
- 59.7 The Provider must ensure that:
  - (a) every potential Subcontractor is aware, before entering into any Subcontract, of all terms and conditions of this Deed that will be relevant to the Subcontractor's part in the provision of the Services; and
  - (b) every Subcontractor is aware of any variations to this Deed relevant to the Subcontractor's part in the provision of the Services.
- 59.8 The Provider must:
  - (a) ensure that any Subcontract requires the Provider to pay the Subcontractor within 20 Business Days or less after the Subcontractor gives the Provider a correctly rendered invoice under the Subcontract; and

- (b) pay its Subcontractors in accordance with the terms of the relevant Subcontract.
- 59.9 The Department may revoke its approval of a Subcontractor on any reasonable ground by giving Notice to the Provider, and, on receipt of the Notice, the Provider must, at its own cost, promptly:
- (a) cease using that Subcontractor; and
  - (b) if the Provider continues to require that the relevant function is Subcontracted, arrange for its replacement by another Subcontractor acceptable to, and approved by, the Department.
- 59.10 The Provider must ensure that any Subcontract includes:
- (a) a right of termination for the Provider to take account of the Department's right of termination under clauses 66 and 67 and the Department's right of revocation of approval of a Subcontractor under clause 59.9, and the Provider must, where appropriate, make use of that right in the Subcontract in the event of a termination, or revocation of approval of the Subcontractor, by the Department;
  - (b) a requirement that the Subcontractor must not subcontract to any entity any aspect of the provision of the Services that have been Subcontracted without the prior written approval of the Department. The Department may grant or withhold its approval at its absolute discretion and that consent, if given, may be subject to conditions;
  - (c) the obligations referred to in clause 40.8(b) (Access and information security assurance); and
  - (d) obligations on the Subcontractor that are the same as the obligations imposed on the Provider under any provision of this Deed that is relevant to any aspect of the Services that have been Subcontracted, including the obligations imposed on the Provider under clauses 43 (Personal and Protected Information), 44 (Confidential Information), 45 (Records the Provider must keep), 46 (Public Sector Data), 49 (Program Assurance Activities and audits), 50 (Access to Material), 52 (Insurance), 72 (Negation of employment, partnership and agency), and 79 (Compliance with laws and government policies).
- 59.11 The Provider must not enter into a Subcontract under this Deed with a Subcontractor:
- (a) named by the Director of the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth);
  - (b) listed as a terrorist under section 15 of the *Charter of the United Nations Act 1945* (Cth); or
  - (c) that does not have a Valid and Satisfactory Statement of Tax Record (if required in accordance with clause 85).
- 59.12 The Department may publicly disclose the names of any Subcontractors.

59.13 The Provider must inform all Subcontractors that their participation in performing any of the Provider's obligations under this Deed may be publicly disclosed.

59.14 If the Provider does not comply with this clause 59, the Department may:

- (a) exercise any remedies specified in clause 63.2; or
- (b) terminate this Deed under clause 67.

**Subcontracts to which the Payment Times Procurement Connected Policy (PT PCP) applies**

59.15 Clauses 59.16 to 59.28 only apply to a Head Licence if:

- (a) the estimated value of the Head Licence is above \$4,000,000 (GST inclusive) as at the Head Licence Start Date, or the Department Notifies the Provider that the Head Licence is of such value; and
- (b) the Provider is a Reporting Entity as at the date of the relevant request for proposal for this Deed.

59.16 The Provider must comply with the PT PCP.

59.17 The Provider must include in any PT PCP Subcontract:

- (a) a requirement for the Provider to pay the PT PCP Subcontractor:
  - (i) subject to clause 59.19, within 20 calendar days after the acknowledgement of the satisfactory delivery of the goods and/or services and receipt of a Correctly Rendered Invoice. If this period ends on a day that is not a Business Day, payment is due on the next Business Day; and
  - (ii) subject to clause 59.20, for payments made by the Provider after the payment is due, the unpaid amount plus Interest on the unpaid amount;
- (b) a statement that the PT PCP applies to the PT PCP Subcontract; and
- (c) a statement that the PT PCP Subcontractor may make a complaint to the PT PCP Policy Team or to the Commonwealth as represented by the Department in accordance with the PT PCP if the requirements of this clause 59.17 have not been complied with.

59.18 The Provider must, in any Reporting Entity Subcontract it enters into in anticipation of (or after) entering this Deed, use reasonable endeavours to include:

- (a) obligations equivalent to those in clause 59.17; and

- (b) a requirement that if the Reporting Entity Subcontractor in turn enters into a Reporting Entity Subcontract, then that subcontract will include:
  - (i) obligations equivalent to those in clause 59.17; and
  - (ii) obligations equivalent to this clause 59.18(b) (such that the obligations in this clause 59.18(b) are to continue to be flowed down the supply chain to all Reporting Entity Subcontractors).

59.19 Clause 59.17(a)(i) does not limit any obligation to comply with applicable legislation that provides for a shorter payment period than the period specified in clause 59.17(a)(i).

59.20 The Provider is not required to pay Interest if:

- (a) the Commonwealth has failed to pay the Provider in accordance with the timeframes and requirements under the relevant Head Licence; or
- (b) the amount of the interest payable is less than \$100 (GST inclusive).

#### **PT PCP Evaluation Questionnaire**

59.21 If requested in writing by the Commonwealth, the Provider must properly complete and return a PT PCP Evaluation Questionnaire within 30 calendar days of the request.

#### **Non-Compliance and Remediation**

59.22 If the Commonwealth considers or becomes aware that the Provider has not or may not have complied with:

- (a) the requirements of clauses 59.15 to 59.20; or
- (b) the payment requirements of a PT PCP Subcontract,

the Commonwealth may direct the Provider to provide to the Commonwealth either or both of the following within the timeframes specified by the Commonwealth:

- (c) information to enable the Commonwealth to review the Provider's compliance; or
- (d) a properly completed PT PCP Remediation Plan.

59.23 The Provider must complete all of the steps and activities contained in the PT PCP Remediation Plan provided under clause 59.22(d).

59.24 If the Commonwealth considers that the Provider has failed to comply with any of its obligations under clauses 59.15 to 59.28, the Commonwealth may:

- (a) take the failure to comply into account as part of the Commonwealth's monitoring of the Provider's performance under this Deed; and/or
- (b) report the failure to comply (and provide a copy of the completed PT PCP Remediation Plan) to the PT PCP Policy Team.

- 59.25 If the Provider is the subject of a complaint in relation to its compliance with clauses 59.15 to 59.20 or the associated payment provisions of a PT PCP Subcontract, the Provider agrees that it will:
- (a) not take any prejudicial action against the complainant due to the complaint or any investigation or inquiry in relation to the complaint; and
  - (b) cooperate in good faith with the Commonwealth in connection with any investigation or inquiry and any attempt to resolve the complaint.

### **Consent**

- 59.26 For any PT PCP Purpose, the Provider consents to the Commonwealth:
- (a) using and sharing with any other Commonwealth Entity the information provided by the Provider as part of a PT PCP Evaluation Questionnaire, a PT PCP Remediation Plan, or otherwise received or obtained by the Commonwealth in connection with this Deed or a PT PCP Subcontract; and
  - (b) receiving from an Entrusted Person, and using, PT PCP Protected Information.
- 59.27 Without limiting clause 43, the Provider warrants and represents that in submitting a PT PCP Evaluation Questionnaire, PT PCP Remediation Plan or any other document in connection with the PT PCP that includes any Personal Information, it has obtained all necessary consents in accordance with relevant privacy laws to the collection, use and disclosure of such information in the manner contemplated by clause 59.26. The Provider must provide evidence of such consents to the Commonwealth on request.

### **Interpretation**

- 59.28 A reference to the Commonwealth in clauses 59.21, 59.22, 59.25(b), 59.26 and 59.27 includes the PT PCP Policy Team.

## **60. Assignment and novation**

- 60.1 The Provider must not assign any of its rights under this Deed without the Department's prior written approval.
- 60.2 The Provider must not enter into an arrangement that will require the novation of this Deed, without the Department's prior written approval.
- 60.3 In determining whether to approve any proposed assignment or novation, the Department may take into account any matter, including whether the Department considers, at its absolute discretion, that the assignment or novation:
- (a) presents a risk to the Commonwealth; or
  - (b) has an impact on the Services (including any actual or constructive change to the proportion of employment services being performed by any entity in a particular Employment Region, geographic region or nationally).

## Section A4.3 – Resolving Problems

### 61. Dispute Resolution

#### Best endeavours, good faith and cooperation

- 61.1 Subject to clause 61.7, if a dispute arises between the Parties in connection with this Deed, each Party must use its best endeavours to resolve the dispute in accordance with this clause 61.
- 61.2 Each Party must:
- (a) only seek to rely on this clause 61 in good faith, and only after making a reasonable assessment that the relevant rights and obligations of the Parties are genuinely in dispute; and
  - (b) cooperate fully with any process instigated in accordance with this clause 61, in order to achieve a prompt and efficient resolution of any dispute.

#### Informal resolution

- 61.3 Subject to clause 61.7, the Parties agree that any dispute arising in relation to this Deed will be dealt with, in the first instance, through the process outlined in any Guidelines.

#### Formal resolution

- 61.4 Subject to clause 61.7, if any dispute arising in relation to this Deed cannot be resolved using the process in clause 61.3, the Parties will use the following process:
- (a) the Party claiming that there is a dispute will give the other Party a Notice ('Notice of Dispute') setting out:
    - (i) the nature of the dispute; and
    - (ii) the relief or outcome being sought by the Party;
  - (b) within five Business Days of receipt of the Notice of Dispute, each Party will nominate a representative with the authority to negotiate and settle the dispute, and who has not been previously involved in the dispute;
  - (c) within 10 Business Days of the date on which the last Party to do so nominates a representative under clause 61.4(b), the Parties must confer and attempt to resolve the dispute in good faith. Any resolution reached by the Parties must be reduced to writing and signed by or on behalf of each Party and will be final and binding on the Parties; and
  - (d) if the dispute is not resolved within the 10 Business Day period specified in clause 61.4(c), the Parties will engage in a mediation in accordance with clause 61.5.

## Mediation

61.5 If clause 61.4(d) applies, the Parties:

- (a) will engage an independent mediator ('Mediator'), acceptable to each Party, to mediate the dispute within a time period agreed by the Parties and the Mediator;
- (b) agree that:
  - (i) any matters arising in the course of the mediation are confidential;

Note: The definition of 'Confidential Information' includes information that the Parties agree under this Deed is confidential, subject to certain exceptions.

- (ii) the Mediator may discuss the dispute with either Party in absence of the other Party;
  - (iii) all discussion and negotiation during the mediation will be on a privileged 'without prejudice' basis unless such privilege is waived by agreement between the Parties; and
  - (iv) neither Party may refer in any subsequent proceedings to any such privileged discussions and negotiations or require the Mediator to do so, nor may either Party have access to any of the Mediator's notes or call the Mediator as a witness in any such proceedings; and
- (c) may either submit to arbitration by agreement or institute legal proceedings if the dispute is not resolved within 20 Business Days after the engagement of the Mediator.

## Costs and application of this clause

61.6 Each Party must bear its own costs of complying with this clause 61, and the Parties must bear equally the cost of any Mediator engaged under clause 61.5.

61.7 This clause 61 does not apply to the following circumstances:

- (a) either Party commences legal proceedings for urgent interlocutory relief;
- (b) where action is taken, or purportedly taken, by the Department under clauses 12 (Licences), 27 (General), 28 (Evidence to support entitlement to Payments), 31 (Overpayment and double payment), 32 (Debts and offsetting), 34 (Fraud), 37 (Sample reviews), 40 (Access and information security assurance), 46 (Public Sector Data), 47 (Access by Participants and Employers to Records held by the Provider), 49 (Program Assurance Activities and audits), 50 (Access to Material), 55 (Corporate governance), 59 (Subcontracting), 62 (Provider suspension), 63 (Remedies), 64 (Performance under other Commonwealth agreements), 65 (Liquidated damages), 66 (Termination or reduction in scope with costs), 67 (Termination or reduction in scope for default), 77 (The Department may vary certain terms), 93 (Performance assessments) or 96 (Action about Performance);



- (c) where the Department is conducting its own breach of contract or fraud investigation or taking consequential action; or
- (d) where an authority of the Commonwealth, or of a state or a territory is investigating a breach, or suspected breach, of the law by the Provider.

61.8 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.

## 62. Provider suspension

62.1 The Department may take action under clause 63.2(a) by issuing a Notice to the Provider if the Department is of the opinion that:

- (a) the Provider may be in breach of its obligations under this Deed, and while the Department investigates the matter;
- (b) the Provider's performance of any of its obligations under this Deed is less than satisfactory to the Department;
- (c) the Provider has outstanding or unacquitted money under any arrangement, whether contractual or statutory, with the Commonwealth; or
- (d) the Provider may be engaged in fraudulent activity, and while the Department investigates the matter.

62.2 Notwithstanding any action taken by the Department under clause 62.1, the Provider must continue to perform its obligations under this Deed, subject to any Notice under clause 63.2(a)(i) to suspend the Services, in whole or in part.

62.3 If the Department suspends the Provider from delivering Services under clause 63.2(a)(i), in whole or in part, the Provider must during the period of suspension commencing on the date specified in the relevant Notice from the Department and ending on the date Notified by the Department:

- (a) immediately cease delivering the Services in accordance with the relevant Notice (including in respect of any relevant Employment Region); and
- (b) not accept any new Referrals in accordance with the relevant Notice (including in respect of any relevant Employment Region).

## 63. Remedies

Note: Pursuant to clause 10.1(b), this clause also applies to a Head Licence and all references to 'this Deed' are taken to be a reference to 'Head Licence'.

63.1 If:

- (a) the Provider fails to rectify a breach, or pattern of breaches, of this Deed, as determined and specified by the Department, to the Department's complete satisfaction, within 10 Business Days of receiving a Notice from the Department to do so, or such other period specified by the Department;

- (b) the Provider fails to fulfil, or is in breach of, any of its obligations under this Deed that are not capable of being rectified, as determined by the Department;
- (c) the Provider's performance of any of its obligations under this Deed is less than satisfactory to the Department;
- (d) an event has occurred which would entitle the Department to terminate this Deed under clause 67; or
- (e) this Deed otherwise provides for the Department to exercise rights under clause 63.2,

the Department may, at its absolute discretion and by providing Notice to the Provider, immediately exercise one or more of the remedies specified in clause 63.2.

63.2 The remedies that the Department may exercise are:

- (a) suspending any or all of the following, until otherwise Notified by the Department:
  - (i) the Provider from delivering Services under this Deed, in whole or in part (including in respect of one or more Employment Regions and/or Sites);
  - (ii) Referrals, including at some or all Sites;
  - (iii) any Payment under this Deed, in whole or in part;
  - (iv) access to the Employment Fund; and/or
  - (v) access to all or part of the Department's IT Systems for any Personnel of the Provider and/or any, Subcontractor, Third Party IT Vendor, External IT System and/or other entity;
- (b) terminating, or requiring the cessation of all Access to the Department's IT Systems for any particular Personnel of the Provider and/or any Subcontractor, Third Party IT Vendor, External IT System or any other entity;
- (c) requiring the Provider to obtain new logon IDs for any Personnel of the Provider and/or any Subcontractor, Third Party IT Vendor and/or other entity, and if so required, the Provider must promptly obtain such new logons;
- (d) applying bandwidth throttling measures in respect of all Access to the Department's IT Systems for any Personnel of the Provider and/or any Subcontractor, Third Party IT Vendor, External IT System and/or other entity;
- (e) requiring the Provider to prepare and implement an IT security plan to the Department's complete satisfaction, and if so required, the Provider must do so within the timeframe required by the Department;
- (f) imposing special conditions on:
  - (i) the manner of delivery of the Services;

- (ii) the claiming or making of Payments;
- (iii) access to the Employment Fund; and/or
- (iv) the management of Records,

as the Department thinks fit, and the Provider must comply with any such special conditions;

- (g) reducing or not paying specific Payments that would otherwise have been payable in respect of a relevant obligation;
- (h) reducing the total amount of any Payments, permanently or temporarily;
- (i) where the Department has already made any payment to the Provider, recovering some or all of the relevant payment from the Provider, at the Department's absolute discretion, as a debt in accordance with clause 32;
- (j) imposing additional financial or performance reporting requirements on the Provider;
- (k) reducing Business Share (including to zero in one or more Employment Regions, and by reducing Referrals to the Provider or transferring Participants to another employment services provider);
- (l) ending any Licence or not extending any Licence Period;
- (m) varying any other aspect of any Licence, including any Special Conditions applicable to any Licence;
- (n) removing the Provider from any Sub-panel; and/or
- (o) reducing the scope of this Deed.

63.3 If the Department takes any action under this clause 63:

- (a) where relevant, this Deed is deemed to be varied accordingly; and
- (b) the Provider is not relieved of any of its obligations under this Deed.

#### **64. Performance under other Commonwealth agreements**

64.1 Where the Provider was or is engaged to deliver employment services, or employment related services, under any agreement between the Provider and the Commonwealth at any time after seven years prior to the Deed Commencement Date (another Commonwealth agreement), and the Department determines that the Provider:

- (a) has failed to fulfil, or was or is in breach of, any of its obligations under another Commonwealth agreement; or

- (b) without limiting clause 64.1(a), claimed any payment under another Commonwealth agreement and the requirements under that Commonwealth agreement to be entitled to, or to qualify for, the payment were not fully or properly satisfied by the Provider,

the Department may, at its absolute discretion and by Notice to the Provider:

- (c) exercise any remedies specified in clause 63.2; or
- (d) terminate this Deed, if the failure, breach, or conduct under clause 64.1(a) or 64.1(b) permitted the Commonwealth to terminate the relevant Commonwealth agreement.

## 65. Liquidated Damages

65.1 If the Provider:

- (a) ceases to deliver Services at a Site, or Notifies the Department that it is not willing or able to deliver the Services at a Site, and the Provider has not either:
  - (i) obtained the consent of the Department for the cessation of the Services at the Site (such consent must not be unreasonably withheld by the Department); or
  - (ii) secured an alternative employment services provider, acceptable to the Department, to provide the Services at the relevant Site from the date on which the Provider ceases, or will cease, to deliver the Services; or
- (b) has made Invalid Claims as specified in this clause 65 at any time in the relevant Financial Year,

the Provider must, if required by the Department, pay Liquidated Damages to the Department in the amount of:

- (c) where clause 65.1(a) applies, \$60,000 per open tender, and \$30,000 per limited tender or other process (excluding an open tender) used for sourcing an alternative arrangement acceptable to the Department; and/or
- (d) where clause 65.1(b) applies:
  - (i) \$3,095 where the Department identifies that the Provider has made 25 to 49 Invalid Claims in the relevant Financial Year;
  - (ii) \$6,191 where the Department identifies that the Provider has made 50 to 99 Invalid Claims in the relevant Financial Year;
  - (iii) \$12,383 where the Department identifies that the Provider has made 100 to 149 Invalid Claims in the relevant Financial Year;
  - (iv) \$18,574 where the Department identifies that the Provider has made 150 to 199 Invalid Claims in the relevant Financial Year;

- (v) \$24,766 where the Department identifies that the Provider has made 200 to 249 Invalid Claims in the relevant Financial Year; and
- (vi) \$30,957 where the Department identifies that the Provider has made 250 or more Invalid Claims in the relevant Financial Year, and for every 50 Invalid Claims the Department identifies that the Provider has made in excess of 250 in the relevant Financial Year, an additional amount of \$6,191 per 50 such Invalid Claims will apply.

Note 1: For the purposes of clause 65.1(d), and by way of example, the total amount payable for 350 Invalid Claims made in the relevant Financial Year would be \$43,339.

Note 2: For the purposes of clause 65.1(d), the amount of Liquidated Damages that the Department may require the Provider to pay at a particular time will depend on the total number of Invalid Claims identified by the Department throughout the relevant Financial Year. For example, the Department could identify that the Provider has made 100 Invalid Claims during the first three months of a Financial Year and require the Provider to pay Liquidated Damages in the amount of \$12,383 as specified in clause 65.1(d)(iii). The Department could then identify that the Provider made an additional 100 Invalid Claims within the relevant Financial Year bringing the total number of Invalid Claims to 200. The Department may only require the Provider to pay the difference between the amounts specified at clauses 65.1(d)(iii) and 65.1(d)(v). The Provider would be liable to pay \$24,766 to the Department for that Financial Year in total.

65.2 Where clause 65.1(a) or 65.1(b) applies, the Parties agree that all relevant loss will, having regard to the governmental and non-commercial nature of the Services and their significance to the Commonwealth's provision of employment services, be impossible, complex or expensive to quantify accurately in financial terms, and therefore the Parties agree that the Liquidated Damages are a reasonable and genuine pre-estimate of the Commonwealth's Loss in relation to:

- (a) in the case of clause 65.1(a), identifying, selecting and entering into a contract with an alternative employment services provider to provide services at any relevant Site, and transferring Participants, Records, monies and relevant materials to the alternative employment services provider; and
- (b) in the case of clause 65.1(b), the administrative costs in processing and resolving Invalid Claims.

65.3 For the avoidance of doubt:

- (a) clause 65.1(a) does not apply where the Department reallocates the relevant Participants (and any related Business Share) without going to tender, including by reallocating the relevant Participants to any Panel Member currently on the Panel at the relevant time;
- (b) clause 65.1(d) does not apply where the Provider self identifies Invalid Claims through its internal compliance practices and Notifies the Department of those Invalid Claims; and
- (c) the Department may, at its absolute discretion, recover the amount of Liquidated Damages from the Provider as a debt for the purposes of clause 32, if and when the Commonwealth Notifies the Provider that it elects to recover the Liquidated Damages as a debt under clause 32.

## 66. Termination or reduction in scope with costs

Note: Pursuant to clause 10.1(b), this clause also applies to a Head Licence and all references to 'this Deed' are taken to be a reference to 'Head Licence'.

- 66.1 The Department may, at its absolute discretion, at any time by Notice to the Provider, terminate or reduce the scope this Deed.
- 66.2 If this Deed is terminated or reduced in scope under clause 66.1, the Department is only liable:
- (a) to make Payments as specified in clauses 66.3 and 66.4; and
  - (b) subject to clauses 66.6, 66.7 and 66.8, for any reasonable, unavoidable costs actually incurred by the Provider and directly attributable to the termination or reduction in scope of this Deed.

### Limitation on Payments in the case of termination

- 66.3 Where the Department terminates this Deed under clause 66.1:
- (a) subject to clause 66.3(d), the Department will only be liable to make Payments that are properly due to the Provider before the date on which the termination takes effect;
  - (b) any Payments that are:
    - (i) Payments in advance; and
    - (ii) due after the Provider receives the relevant Notice issued by the Department under clause 66.1, but before the date on which the termination takes effect,will, as determined by the Department at its absolute discretion, abate to the extent that they relate to the conduct of the Services after the date on which the termination takes effect;
  - (c) the Department will be entitled to recover from the Provider any Payments that have been paid in advance that relate to the Services to be performed after the date on which the termination takes effect; and
  - (d) the Department will only be liable to pay any Reimbursement to the Provider to the extent that the Provider legally committed the relevant monies before the Provider received the relevant Notice issued by the Department under clause 66.1.

### Limitation of Payments in the case of reduction in scope

- 66.4 Where the Department reduces the scope of this Deed under clause 66.1, with respect to the Services that cease after the reduction in scope ('Ceased Services'):
- (a) subject to clause 66.4(e), the Department will only be liable to make Payments that are properly due to the Provider before the date on which the reduction in scope takes effect;

- (b) any Payments that are:
  - (i) Payments in advance; and
  - (ii) due after the Provider receives the relevant Notice issued by the Department under clause 66.1, but before the date on which the reduction in scope takes effect,  
  
will, as determined by the Department at its absolute discretion, abate to the extent that they relate to the Ceased Services after the date on which the reduction in scope takes effect;
- (c) the Department will be entitled to recover from the Provider any Payments paid in advance that relate to the conduct of the Ceased Services after the date on which the reduction in scope takes effect;
- (d) the Department's liability to pay any part of the Payments after the date on which the reduction in scope takes effect will, to the extent determined by the Department at its absolute discretion, abate proportionately to the reduction in the Provider's obligations under this Deed; and
- (e) the Department will only be liable to pay any Reimbursement in respect of relevant monies legally committed by the Provider:
  - (i) before the Provider receives the relevant Notice issued by the Department under clause 66.1; or
  - (ii) after the Provider receives the relevant Notice issued by the Department under clause 66.1 to the extent that the commitment of the relevant monies does not relate to the Ceased Services.

**Provider's obligations**

- 66.5 Upon receipt of a Notice of termination or reduction in scope under clause 66.1, the Provider must:
- (a) cease or reduce the performance of this Deed in accordance with the Notice;
  - (b) not legally commit any further monies in connection with the Services;
  - (c) immediately return to the Department any Payments that the Department is entitled to recover under clause 66.3(c) or clause 66.4(c);
  - (d) immediately do everything possible to mitigate all losses, costs, and expenses, arising from the termination or reduction in scope referred to in the Notice; and
  - (e) in the case of a reduction in scope, continue to deliver the Services in accordance with this Deed up to and following the date on which the reduction in scope takes effect, except for the Services that will cease after the reduction in scope.

### **Limit on liability**

- 66.6 The Department's liability to pay under this clause 66 is subject to the Provider's:
- (a) strict compliance with this clause 66; and
  - (b) full and proper substantiation, to the Department's complete satisfaction, of any amounts claimed under clause 66.3 or 66.4.
- 66.7 The Department will not be liable under this clause 66 to pay any amounts for, or in connection with:
- (a) any loss of the Provider's prospective profits attributable to the termination or reduction in scope under this clause 66;
  - (b) any loss of any benefits that would have been conferred on the Provider had the termination or reduction in scope under this clause 66 not occurred; or
  - (c) any amounts that would, in aggregate, exceed the maximum Payments that would have been payable by the Department under this Deed in respect of the relevant Services, but for a termination or a reduction in scope under this clause 66.
- 66.8 In addition, the Department will not be liable to pay the Provider, and the Provider agrees that its reasonable costs do not include:
- (a) any amounts owed by the Provider under any contract of employment or to any of its Subcontractors; and
  - (b) payment of any liabilities arising from commitments the Provider has made in relation to the conduct of the Services beyond the end of the Financial Year in which the termination or reduction in scope takes place.

## **67. Termination or reduction in scope for default**

Note: Pursuant to clause 10.1(b), this clause also applies to a Head Licence and all references to 'this Deed' are taken to be a reference to 'Head Licence'.

- 67.1 The Department may terminate or reduce the scope of this Deed, by giving Notice to the Provider, if:
- (a) the Provider is in breach of any of its obligations under this Deed that are not capable of being rectified (as determined by the Department);
  - (b) the Provider is in breach of any of its obligations under this Deed that are capable of being rectified, and fails to rectify the breach, or pattern of breaches, within 10 Business Days, or such other period specified by the Department, of receiving a Notice from the Department to do so;
  - (c) to the extent permitted by law, any Insolvency Event occurs;

Note: For the avoidance of doubt, clause 67.1(c) does not apply where a Provider has transferred its incorporation or registration in accordance with the legislation under which it is incorporated or registered.



- (d) the Department determines at its absolute discretion that, prior to or during the Term of this Deed, the Provider has:
  - (i) engaged in misleading or deceptive conduct;
  - (ii) made a statement that is incorrect or incomplete; or
  - (iii) omitted to provide information to the Department;
- (e) any Head Licence is terminated for default by the Department; or
- (f) the Department becomes expressly entitled to terminate this Deed under any other provision of this Deed (excluding clause 66) including under any other provision of this Deed giving the Department the right to terminate under this clause 67.

## **Section A4.4 – Other matters**

### **68. Transition out leading up to expiry, termination or reduction in scope of this Deed**

#### **Transition Period**

- 68.1 The Department may Notify the Provider of a Transition Period at any time and for any reason.
- 68.2 If the Department Notifies the Provider of a Transition Period under clause 68.1, the Department may, at its absolute discretion, Notify the Provider that:
  - (a) the Department is ceasing or reducing the number of Referrals to the Provider;
  - (b) the Provider must stop delivering the Services, or a part of the Services; and/or
  - (c) certain provisions of this Deed do not apply to the provision of Services,during the Transition Period, and where the Provider receives any such Notice, the Provider must comply with the Notice.
- 68.3 Unless Notified otherwise by the Department, the Provider must, during the Transition Period, continue to provide all Services that it is required to provide under this Deed.
- 68.4 If the Provider will be providing services to the Department similar to the Services after the Transition Period, the Department may, during the Transition Period:
  - (a) increase the number of Referrals and/or transfers of Participants to the Provider; and
  - (b) take any other action to facilitate transition of business or Participants to the Provider, or to transition the Provider to services after the Transition Period.

## 69. Acknowledgement and promotion

- 69.1 The Provider must:
- (a) in relation to all publications, and all promotional, publicity and advertising Materials or activities of any type undertaken by, or on behalf of, the Provider relating to the Services or this Deed:
    - (i) comply with any Guidelines or Notice from the Department relating to promotion, style, badging or signage; and
    - (ii) acknowledge the financial and other support the Provider has received from the Commonwealth, in the manner consistent with any Guidelines; and
  - (b) deliver to the Department (at the Department's request and at the Provider's own cost) copies of all promotional, publicity and advertising Materials that the Provider has developed for the purposes of this Deed.
- 69.2 The Provider must market and promote the Services, as required by the Department, and deal with enquiries relating to the Provider's provision of the Services, in accordance with any Guidelines.

## 70. The Department's right to publicise the Services and best practice

- 70.1 The Department may, by any means, publicise and report on the Services and on the awarding of this Deed to the Provider, including:
- (a) the name of the Provider;
  - (b) the amounts paid, or expected to be paid, to the Provider under this Deed; and
  - (c) a description of the Services.
- 70.2 Where the Department identifies best practice on the part of the Provider, the Department may disseminate advice of such best practice to any other entity, including other employment services providers.

## 71. Conflict of interest

- 71.1 The Provider warrants that, to the best of its knowledge and belief, after making diligent inquiries, at the Deed Commencement Date, no Conflict exists, or is anticipated.
- 71.2 The Provider must not enter into any arrangement that may cause a Conflict.
- 71.3 If a Conflict arises, or is anticipated to arise, including as determined and Notified by the Department, the Provider must:
- (a) immediately Notify the Department of the Conflict and the steps that the Provider proposes to take to resolve or otherwise deal with the Conflict;

- (b) make full disclosure to the Department of all relevant information relating to the Conflict; and
- (c) take such steps as the Department may reasonably require to resolve or otherwise deal with the Conflict.

71.4 If the Provider:

- (a) fails to take action in accordance with this clause 71; and/or
- (b) is unable or unwilling to resolve or deal with the Conflict as reasonably required by the Department,

the Department may terminate this Deed under clause 67.

## **72. Negation of employment, partnership and agency**

72.1 The Provider, its Personnel, agents, Host Organisations, Subcontractors and Third Party IT Vendors are not, by virtue of this Deed or any other arrangement, or for any purpose, Department Employees, or employees or agents of the Commonwealth or otherwise able to bind or represent the Commonwealth.

72.2 Subject to this Deed, the Provider must not represent itself, and must ensure that its Personnel, agents, Subcontractors and Third Party IT Vendors do not represent themselves, as being Department Employees, or employees or agents of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.

## **73. Protection of rights**

73.1 If a Party:

- (a) does not exercise, or delays in exercising, any right under this Deed; or
- (b) exercises any right on a single occasion or partially,

that act or omission will not prevent the Party from exercising the right in the future, or from exercising any other right.

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

## **74. Severance**

74.1 If a court says that 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.

## **75. Entire agreement**

75.1 Except where expressly stated to the contrary, this Deed records the entire agreement between the Parties in relation to its subject matter and supersedes all communications, negotiations, arrangements, representations and agreements, whether oral or written, between the Parties about the subject matter of this Deed.

## **76. Variation of Deed**

76.1 Except for action the Department 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.

## **77. The Department may vary certain terms**

77.1 The Department may, at any time, vary:

- (a) Payments and Payment related provisions under this Deed;
- (b) Business Share of the Provider;
- (c) Employment Regions and/or Sites of the Provider;
- (d) any other aspect of any Licence, including any Special Conditions applicable to any Licence;
- (e) Referrals to the Provider and the number of Participants on the Provider's Caseload; and/or
- (f) any provision of this Deed relating to the way in which the Services are to be delivered,

for all or part of the Term of this Deed:

- (g) based on the Department's assessment of:
  - (i) the extent to which the Services are meeting any objectives for the Services specified in this Deed; or
  - (ii) projected changes to labour market conditions in an Employment Region (including projected Participant demand); or
- (h) acting reasonably, for any other reason as determined by the Department at its absolute discretion,

by providing Notice to the Provider.

77.2 If the Department exercises its rights under clause 77.1:

- (a) where relevant, this Deed is deemed to be varied accordingly; and
- (b) the Provider must perform all of its obligations under this Deed as varied.

## **78. Applicable law and jurisdiction**

78.1 This Deed is to be construed in accordance with, and any matter related to it is to be governed by, the laws of the State of New South Wales.

78.2 Both Parties submit to the non-exclusive jurisdiction of the courts of the State of New South Wales in respect to any dispute under this Deed.

## 79. Compliance with laws and government policies

79.1 The Provider must:

- (a) in carrying out its obligations under this Deed; and
- (b) ensure that its Personnel, Subcontractors, Third Party IT Vendors and agents, in carrying out activities related to this Deed,

comply with:

- (c) all relevant laws and requirements of any Commonwealth, state, territory or local authority, including the WHS Laws, the *Workplace Gender Equality Act 2012* (Cth) and anti-discrimination legislation, including the *Disability Discrimination Act 1992* (Cth); and
- (d) any Commonwealth policies Notified by the Department to the Provider, referred to or made available by the Department to the Provider (including by reference to an internet site), including any listed in this Deed.

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

### **Workplace Gender Equality Act 2012 (Cth)**

79.3 Clauses 79.4 to 79.5 apply only to the extent that the Provider is a 'relevant employer' for the purposes of the *Workplace Gender Equality Act 2012* (Cth) ('the WGE Act').

79.4 The Provider must:

- (a) Notify the Department as soon as practicable if the Provider becomes non-compliant with the WGE Act during the Term of this Deed; and
- (b) provide a current letter of compliance issued to the Provider by the Commonwealth Workplace Gender Equality Agency within 18 months from the Deed Commencement Date, and following this, annually, to the Department.

79.5 For the avoidance of doubt, compliance with the WGE Act does not relieve the Provider from its responsibility to comply with its other obligations under this Deed.

### **Work health and safety**

79.6 The Provider must at all times:

- (a) ensure that the Services are carried out in a safe manner;
- (b) comply with any reasonable instruction from the Department relating to work health and safety and any directions issued by any entity having authority under the WHS Laws to do so;

- (c) consult, cooperate and coordinate with the Department in relation to health and safety matters arising from the Services (including meeting with the Department as required by the Department and communicating any issues or concerns, or any specific requirements applying to the Services under or arising from the WHS Laws, as soon as practicable);
- (d) if the Provider is required by the WHS Act to report a Notifiable Incident to the Regulator arising out of the Services:
  - (i) at the same time, or as soon as is possible in the circumstances, give Notice of such incident, and a copy of any written notice provided to the Regulator, to the Department; and
  - (ii) provide to the Department, within such time as the Department specifies, a Report detailing the circumstances of the incident, the results of investigations into its cause, and any recommendations or strategies for prevention in the future;
- (e) within 24 hours of becoming aware of such circumstances, inform the Department of the full details of:
  - (i) any suspected or actual contravention of the WHS Laws relating to the Services;
  - (ii) any workplace entry by a WHS Entry Permit Holder, or an inspector appointed under the WHS Act, to any place where the Services are being performed or undertaken;
  - (iii) any proceedings against the Provider, or any decision or request by the Regulator given to the Provider, under the WHS Laws; and
  - (iv) any cessation or direction to cease work relating to the Services, due to unsafe work, immediately upon the Provider being informed of any such cessation or direction; and
- (f) provide the Department with copies of all notices and correspondence issued to the Provider by any entity under the WHS Laws, within 24 hours of receiving any such notice or correspondence.

79.7 The Provider must cooperate with any investigation undertaken by the Department concerning any Notifiable Incident, or breach or alleged breach of the WHS Laws, or any audit of the Provider's work health and safety performance, arising out of, or in respect of, the Services.

## 80. Checks and reasonable care

### Personnel and Supervisors

- 80.1 Before arranging for any of its Personnel, any Subcontractor or any potential Supervisor to be involved in the Services, including any Activity (except any Activity specified to be excluded in any Guidelines or Notified as such by the Department), the Provider must arrange and pay for all checks or similar, and comply with any other requirements, to ensure that the relevant Personnel or potential Supervisor's involvement does not breach:
- (a) any relevant legislation, and in particular, any Working with Children Laws, in effect in the jurisdiction(s) in which the Services are conducted; and
  - (b) any Guidelines.

### Child Safety

- 80.2 The Provider must:
- (a) comply with all applicable Working with Children Laws in relation to the involvement of Child-Related Personnel in the Services, including obtaining, at the Provider's cost, all necessary Working With Children Checks however described; and
  - (b) ensure that Working With Children Checks obtained in accordance with clause 80.2(a) remain current and that all Child-Related Personnel continue to comply with all applicable Working with Children Laws for the duration of their involvement in the Services.

### National Principles for Child Safe Organisations and other action for the safety of Children

- 80.3 The Provider must, in relation to the Services:
- (a) implement, and ensure that all Child-Related Personnel implement, the National Principles for Child Safe Organisations;
  - (b) complete and update, at least annually, a risk assessment to identify the level of responsibility the Provider and Child-Related Personnel have for Children and the level of risk of harm or abuse to Children;
  - (c) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required under clause 80.3(b);
  - (d) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
    - (i) the National Principles for Child Safe Organisations;
    - (ii) the Provider's risk management strategy required under clause 80.3(c);

- (iii) applicable Working with Children Laws, including in relation to Working With Children Checks; and
  - (iv) relevant legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and
  - (e) at the Provider's cost, provide the Department with an annual statement of compliance with the Child Safety Obligations, in such form as may be specified by the Department.
- 80.4 With reasonable notice to the Provider, the Department may conduct a review of the Provider's compliance with the Child Safety Obligations.
- 80.5 The Provider agrees to:
  - (a) promptly notify the Department of any failure by the Provider or any Child-Related Personnel, as relevant, to comply with the Child Safety Obligations;
  - (b) cooperate with the Department in any review conducted by the Department of the Provider's implementation of the National Principles for Child Safe Organisations or compliance with the Child Safety Obligations; and
  - (c) promptly, and at the Provider's cost, take such action as is necessary to rectify, to the Department's complete satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with the Child Safety Obligations.
- 80.6 Wherever Child Safety Obligations may be relevant to a Subcontract, the Provider must ensure that:
  - (a) any Subcontract imposes on the Subcontractor the same Child Safety Obligations that the Provider has under this Deed; and
  - (b) each Subcontract also requires the same Child Safety Obligations (where relevant) to be included by the Subcontractor in any secondary subcontracts.
- 80.7 The Provider must not allow any of its Personnel, any Subcontractor or any potential Supervisor to participate in the Services, including any Activity (except any Activity specified to be excluded in any Guidelines or Notified as such by the Department):
  - (a) if any relevant legislation or any Guidelines provide or mean that the individual must not be allowed to be so involved; or
  - (b) if:
    - (i) a relevant check shows that they have been convicted of a crime and a reasonable individual would consider that the conviction means that the individual would pose a risk to other individuals involved in the Services; or
    - (ii) there is otherwise a reasonably foreseeable risk that the individual may cause loss or harm to any other individual,



unless the Provider has put in place reasonable measures to remove or substantially reduce that risk.

### **Participants**

80.8 If an Activity or Employment involves close proximity with people who are elderly, disabled or otherwise vulnerable or Children (excluding other Participants), before arranging for a Participant to be involved in the Activity or placed in the Employment, the Provider must, unless Notified otherwise, arrange and pay for all checks or similar, and comply with any other requirements, to ensure that the Participant's involvement or placement does not breach:

- (a) any relevant legislation, and in particular, any Working with Children Laws, in effect in the jurisdiction(s) in which the Activity is conducted or the Employment exists; and
- (b) any Guidelines.

Note: For the avoidance of doubt, the requirements in clause 80.8 do not apply to Participant Sourced Voluntary Work.

80.9 Subject to clause 80.10, the Provider must not allow a Participant to be involved in an Activity or place a Participant into Employment:

- (a) if any relevant legislation or Guidelines provide or mean that the Participant must not be allowed to be so involved or placed; or
- (b) if:
  - (i) a relevant check shows that they have been convicted of a crime and a reasonable individual would consider that the conviction means that the individual would pose a risk to other individuals involved in the Activity or Employment; or
  - (ii) there is otherwise a reasonably foreseeable risk that the individual may cause loss or harm to other individuals involved in the Activity or Employment,

unless the Provider has put in place reasonable measures to remove or substantially reduce that risk.

Note: Where the Provider places a Participant into Employment, 'reasonable measures' may include, if relevant and consistent with any requirements under the law, advising the Employer of any information that may be relevant to assisting the Employer to mitigate relevant risks.

80.10 The requirements set out in clause 80.9 apply to Participant Sourced Voluntary Work only if the Provider is aware of the Participant's proposed involvement in that Activity prior to its commencement.

## 81. Indigenous Procurement Policy

Note: The Indigenous Procurement Policy is the Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy. Information about the Indigenous Procurement Policy was included in any request for proposal for this Deed and is available from the National Indigenous Australians Agency.

81.1 The Provider must use reasonable endeavours to increase its:

- (a) purchasing from Indigenous Enterprises; and
  - (b) employment of Aboriginal or Torres Strait Islander persons,
- in the delivery of the Services.

81.2 For the purposes of clause 81.1(a), the Provider may use an Indigenous Enterprise as a Subcontractor, and/or in the Provider's supply chain.

### High Value Head Licence

81.3 If a Head Licence is a High Value Head Licence, or the Department Notifies the Provider that a Head Licence is a High Value Head Licence, the Provider must comply with clauses 81.4 to 81.15 in respect of each High Value Head Licence.

81.4 If the Provider does not already have an Indigenous Participation Plan, the Provider must:

- (a) develop a draft Indigenous participation plan in the form required by the Department; and
- (b) submit the draft Indigenous participation plan to the Department for its review and approval,

within 20 Business Days of:

- (c) a Head Licence becoming a High Value Head Licence; or
- (d) the Department Notifying the Provider that a Head Licence is a High Value Head Licence,

whichever is applicable.

81.5 The Department may, at its absolute discretion, direct the Provider to amend the draft Indigenous participation plan and resubmit the draft Indigenous participation plan to the Department for its approval in the manner and within the timeframe specified by the Department, and the Provider must comply with any such direction.

81.6 The Parties agree that on Notice by the Department of its approval of the draft Indigenous participation plan, that plan becomes the Indigenous Participation Plan.

### Indigenous Participation Plan and Reporting

81.7 The Provider must comply with, and report against, the Indigenous Participation Plan during the Head Licence Term.

- 81.8 The Provider may meet the Mandatory Minimum Requirements either directly and/or through Subcontracts under the Head Licence.
- 81.9 The Provider must submit written reports on its compliance with the Indigenous Participation Plan to the Department via the IPPRS, as follows:
- (a) at least once every quarter during the Head Licence Term; and
  - (b) within 10 Business Days after the Head Licence End Date.
- 81.10 The reports specified in clause 81.9 must:
- (a) identify whether the Provider has complied with the Indigenous Participation Plan;
  - (b) include the Provider's progress in meeting the Mandatory Minimum Requirements; and
  - (c) where the Provider identifies that it did not comply with the Indigenous Participation Plan or meet the Mandatory Minimum Requirements, provide an explanation for the non-compliance.
- 81.11 Notwithstanding any other clause of this Deed, the Provider acknowledges and agrees that all reports it submits under clause 81.9:
- (a) will be recorded in the IPPRS, may be accessed by the Department and other Commonwealth entities and may be made publicly available;
  - (b) will not be Confidential Information; and
  - (c) may be used by the Department and other Commonwealth entities for any purpose, including for evaluation of an offer to provide goods and/or services to a Commonwealth entity.
- 81.12 Throughout the Head Licence Term, the Provider is responsible for managing the Provider's access to the IPPRS, including enabling and/or disabling its authorised Personnel's access (as appropriate).
- 81.13 If at any time during the Head Licence Term, the Department considers, at its absolute discretion, that it has concerns in relation to the Provider's:
- (a) compliance with the Indigenous Participation Plan; or
  - (b) overall ability to meet the Mandatory Minimum Requirements,
- the Department may:
- (c) conduct an audit of the Provider's implementation of, and overall ability to meet, the Mandatory Minimum Requirements and/or compliance with the Indigenous Participation Plan; and

- (d) require the Provider to provide additional detail in relation to its implementation of, and overall ability to meet, the Mandatory Minimum Requirements and/or compliance with the Indigenous Participation Plan.
- 81.14 The Provider must comply with all directions issued by the Department in relation to the Provider's implementation of the Indigenous Participation Plan.
- 81.15 The Department may terminate this Deed in accordance with clause 67, if the Provider fails to:
- (a) develop, implement, comply with, or report against the Indigenous Participation Plan; or
  - (b) comply with a direction issued by the Department under clause 81.14.

## **82. Aboriginal and Torres Strait Islander peoples**

- 82.1 For any Head Licence that is not a High Value Head Licence, the Provider must:
- (a) within three months after the Head Licence Start Date, develop an Aboriginal and Torres Strait Islander employment strategy which is designed to:
    - (i) attract, develop, and retain Aboriginal or Torres Strait Islander persons as employees within the Provider's Own Organisation; and
    - (ii) encourage the procurement of goods and services, as relevant, from Indigenous Enterprises; and
  - (b) implement and maintain that strategy for the Term of this Deed.
- 82.2 The Provider must work in partnership with Jobs, Land and Economy Program providers, Employers, and community service organisations, on employment related strategies or initiatives to maximise employment of Aboriginal and Torres Strait Islander peoples in local jobs.
- 82.3 The Provider may enter into agreements with relevant Jobs, Land and Economy Program providers in locations where they are both operating for the purpose of maximising Employment Outcomes for Aboriginal and Torres Strait Islander peoples in relation to specific Jobs, Land and Economy Program projects.

## **83. Modern slavery**

- 83.1 In this clause 83:
- (a) 'Modern Slavery' has the meaning given to that term in the Modern Slavery Acts and includes all other slavery-like practices;
  - (b) 'Modern Slavery Acts' means the *Modern Slavery Act 2018* (Cth) and any State or Territory legislation relating to the same or similar subject matter;

- (c) 'Modern Slavery Law' means any law in connection with Modern Slavery in force in Australia from time to time, including:
    - (i) if and to the extent applicable, the Modern Slavery Acts; and
    - (ii) Divisions 270 and 271 of the *Criminal Code Act 1995* (Cth);
  - (d) 'Modern Slavery Offence' means any:
    - (i) offence set out in, or other conduct or practices which amount to an offence under, any Modern Slavery Law; or
    - (ii) conduct which constitutes Modern Slavery;
  - (e) 'Modern Slavery Statement' means a statement within the meaning of section 12 of the *Modern Slavery Act 2018* (Cth);
  - (f) 'Modern Slavery Statements Register' means the register established under section 18 of the *Modern Slavery Act 2018* (Cth); and
  - (g) 'Reporting Period' means a reporting period within the meaning of section 4 of the *Modern Slavery Act 2018* (Cth).
- 83.2 The Provider represents and warrants to the Department that, as at the Deed Commencement Date, the Provider has no knowledge of any Modern Slavery Offence that has occurred or is occurring in its operations or supply chains.
- 83.3 The Provider must at all times during the Term of this Deed and in performing the Services:
- (a) take reasonable steps to identify the risk, and prevent the occurrence, of any Modern Slavery Offence in its operations and supply chains; and
  - (b) comply with any Modern Slavery Law.
- 83.4 The Provider must Notify the Department as soon as practicable, and no later than five Business Days after becoming aware, of any Modern Slavery Offence or alleged Modern Slavery Offence in its operations or supply chains.
- 83.5 If for a Reporting Period the Provider's consolidated revenue is \$100 million or more, the Provider must for that Reporting Period prepare a Modern Slavery Statement and submit it to the Australian Government's Modern Slavery Statements Register at <https://modernslaveryregister.gov.au>.

#### **84. Reserved**

#### **85. Black Economy Procurement Connected Policy**

- 85.1 The Provider warrants that at the Deed Commencement Date it holds a Valid and Satisfactory Statement of Tax Record.

- 85.2 The Provider must hold a Valid and Satisfactory Statement of Tax Record at all times during the Term of this Deed and, on request by the Department, provide to the Department a copy of any such Statement of Tax Record.
- 85.3 The Provider warrants in relation to any Subcontractor it has engaged to deliver the Services with an estimated value of over \$4 million (GST inclusive) that the Provider holds a Valid and Satisfactory Statement of Tax Record for the Subcontractor that was valid at the time of entry into the relevant Subcontract.
- 85.4 The Provider must ensure that any Subcontractor engaged to deliver the Services with an estimated value of over \$4 million (GST inclusive) holds a Valid and Satisfactory Statement of Tax Record at all times during the term of the relevant Subcontract.
- 85.5 The Provider must retain an up-to-date copy of any Valid and Satisfactory Statement of Tax Record held by any Subcontractor in accordance with clause 85.4 and must, on request by the Department, provide to the Department a copy of any such Valid and Satisfactory Statement of Tax Record.
- 85.6 If the Provider is a partnership, the Provider must ensure that if a new partner joins the partnership, a Valid and Satisfactory Statement of Tax Record for that partner is provided to the Department as soon as possible after that individual becomes a partner to the partnership.

## 86. Notices

- 86.1 A Notice must:
- (a) be given to a Party using:
    - (i) one of the following methods (and no other method):
      - (A) email;
      - (B) pre-paid post; or
      - (C) hand delivery; and
    - (ii) the email address, postal address or physical address of the Party as set out in items 1 and 2 of the Schedule;
  - (b) be in legible writing and in English;
  - (c) clearly indicate that it relates to this Deed;
  - (d) in the case of email, state the name of the sending Party or an individual duly authorised by the sending Party; and
  - (e) in the case of communications other than email, be signed by the sending Party or by an individual duly authorised by the sending Party.

- 86.2 A Notice given in accordance with clause 86.1 is taken to be received:
- (a) if sent by email, upon actual receipt by the addressee;
  - (b) if sent by pre-paid post, five Business Days after the date of posting, unless it has been received earlier; and
  - (c) if hand delivered, on delivery.

## ANNEXURE A1 – TEMPLATE WORK ORDER (WORKFORCE AUSTRALIA SERVICES)

### 1. Overview and operation

- 1.1 This document is a Work Order under the Workforce Australia Services Deed of Standing Offer 2022-2028 (**Deed**) and relates to the provision of Workforce Australia Services under Part B – Workforce Australia Services of the Deed.
- 1.2 The Department will issue only one Work Order to the Panel Member for the provision of Workforce Australia Services.
- 1.3 Under clause 10.1(a) of the Deed, a contract is formed between the Department and the Panel Member when the Department issues a Work Order to the Panel Member. That contract is a Head Licence for the purposes of the Deed.
- 1.4 Subject to clause 2 [Special Conditions] below, the terms and conditions of the Head Licence are specified:
  - (a) in clause 10.1(b) of the Deed; and
  - (b) Schedule 1 to this Work Order, which will become Schedule 1 to the Head Licence.
- 1.5 The rights and obligations that the Provider has under a Head Licence, and that relate to the delivery of the Workforce Australia Services in a particular Employment Region, are referred to as a 'Licence'.
- 1.6 If, during the Head Licence Term, any aspect of the Head Licence is varied, including where:
  - (a) the Department adds or ends a Licence with the agreement of the Provider;
  - (b) the Department adds or ends a Licence in accordance with the Deed;
  - (c) the Department extends a Licence Period in accordance with the Deed;
  - (d) a Licence expires by reaching its Licence End Date;
  - (e) the Department varies any Business Share, Site, Employment Region, or any other aspect of any Licence; or
  - (f) the Department varies any other aspect of any Head Licence (including any Special Conditions),

the Department may issue to the Provider an updated Head Licence document or Schedule 1 to the Head Licence to reflect that event.



## 2. Special Conditions

Note: To avoid doubt, Special Conditions may apply to one or more individual Licences specified at Schedule 1 of this Head Licence.

2.1 The terms and conditions of the Head Licence that differ from, or are in addition to, those specified in clause 10.1(b)(i) of the Deed are as follows:

(a) ***[insert any Special Conditions].***

## SCHEDULE 1 – Head Licence Details

Item 1 – Head Licence Start Date (clause 10.3 of the Deed, Attachment 1 to the Deed)

***[Insert Head Licence Start Date]***

Item 2 - Head Licence End Date (clause 10.4 of the Deed, Attachment 1 to the Deed)

***[Insert Head Licence End Date]***

Item 3 - Account details for payment (clause 27.1 of the Deed)

Bank BSB Number	Bank Account Number	Bank Account Name
<Primary BSB number>	<Primary Account number>	<Primary Account Name>
Bank Name		Bank Branch
<Bank Name>		<Branch Address Details>

**Item 4 - Licences (clause 12.1 of the Deed)**

Item 4.1 Employment Region (Attachment 1 to the Deed)	Item 4.2 Type of Licence and Specialist Service Group (if Specialist Provider) (clauses 89.5 and 100, Attachment 1 to the Deed)	Item 4.3 Business Share (Attachment 1 to the Deed)	Item 4.4 Licence Start Date (clause 12.1, Attachment 1 to the Deed)	Item 4.5 Licence End Date (clause 12.1, Attachment 1 to the Deed)	Item 4.6 Site(s) (Attachment 1 to the Deed)	Item 4.7 Site type (Full-Time Site, Part-Time Site or Outreach Site) (clause 89.6, Attachment 1 to the Deed)	Item 4.8 Business Days of operation of Site (clause 89.6, Attachment 1 to the Deed)	Item 4.9 Site opening hours on each Business Day (clause 89.6, Attachment 1 to the Deed)	4.10 Subcontractor/Group Respondent member servicing Site (if relevant) (clauses 54 and 59, Attachment 1 to the Deed)

**Item 5 - Subcontractors approved by the Department**

Item 5.1 Employment Region (Attachment 1)	Item 5.2 Type of Licence and Specialist Service Group (if Specialist Provider) (clause 89.5 and 100, Attachment 1 to the Deed)	Item 5.3 Subcontractor(s) (if relevant) (clause 59.3, Attachment 1 to the Deed)	Item 5.4 Terms and conditions relating to use of each Subcontractor (clause 59.3)

## **PART B – WORKFORCE AUSTRALIA SERVICES**

### **CHAPTER B1 – GENERAL REQUIREMENTS**

#### **Section B1.1 – General – Objectives**

##### **87. Workforce Australia Services objectives**

- 87.1 The Department and the Provider acknowledge and agree that Workforce Australia Services has the following objectives:
- (a) Workforce Australia Services will support Participants to find sustainable Employment;
  - (b) Workforce Australia Employment Services Providers will focus on support for high need Participants, reducing the risk of those Participants becoming or remaining long-term unemployed;
  - (c) Workforce Australia Employment Services Providers will deliver high quality, personalised case management services to each individual Participant to support them to overcome their Vocational Barriers and/or Non-vocational Barriers;
  - (d) Workforce Australia Employment Services Providers will deliver high quality, tailored services to Employers based on their recruitment needs, helping them to fill Vacancies;
  - (e) Workforce Australia Employment Services Providers will align Participant employment pathways to addressing skill needs within the local labour market, matching Employers with candidates who have the skills they need; and
  - (f) Workforce Australia Employment Services Providers will contribute to addressing areas of skill shortage and boosting the productive capacity of the workforce.

##### **88. Service Guarantee**

- 88.1 The Provider must:
- (a) conduct Workforce Australia Services at or above the minimum standards in the Service Guarantee and in accordance with all representations made by the Provider with regards to Workforce Australia Services, including as specified in its response to any request for proposal for this Deed; and
  - (b) prominently display the Service Guarantee in its offices and all Sites, and make these available to any potential Participants and Participants and Employers serviced by the Provider.

## Section B1.2 – General requirements – Services to Participants

### 89. Assistance to Participants - General

89.1 The Provider must provide Workforce Australia Services to all Participants:

- (a) who are Referred to, or Directly Registered with, the Provider (in accordance with Section B2.1 – Provider's Caseload);

Note: For avoidance of doubt, the Provider must provide Workforce Australia Services to any Participant in accordance with clause 89.1(a), even where that Participant could be serviced by a Specialist Provider in the relevant Employment Region. All Workforce Australia Employment Services Providers that are Generalist Providers are expected to have effective servicing strategies to respond to the needs of all cohorts of Participants, including in Employment Regions where one or more Specialist Providers are licensed to operate.

- (b) in accordance with the specific Workforce Australia Services requirements, in particular those set out in:

- (i) CHAPTER B2 – SERVICING PARTICIPANTS;
- (ii) CHAPTER B3 – ACTIVITIES ; and
- (iii) CHAPTER B4 – PARTICIPANT REQUIREMENTS AND COMPLIANCE; and

- (c) for the duration of their Period of Registration,

to support them to overcome their Vocational Barriers and Non-vocational Barriers and prepare for, obtain and sustain Employment.

89.2 The Provider must provide Workforce Australia Services to each Participant:

- (a) to meet the objectives specified in clauses 87.1(a), (b), (c) and (e); and
- (b) in accordance with:
  - (i) this Deed, including any Guidelines; and
  - (ii) any direction by the Department.

89.3 The Provider must deliver high quality, integrated and intensive case management to all Participants in a flexible way that is individually tailored and takes into account:

- (a) that each Participant may exercise choice about the Workforce Australia Services they receive, subject to certain requirements in their Job Plan;
- (b) the results of any Assessments;
- (c) the Participant's strengths, skills and experience;
- (d) the Participant's culture, personal circumstances and background;
- (e) the Participant's Vocational Barriers and Non-vocational Barriers;

- (f) the local labour market and local Employers' needs; and
- (g) where applicable and appropriate, the Participant's Mutual Obligation Requirements.

89.4 The Provider must, in accordance with any Guidelines, for each Participant according to their individual needs:

- (a) assist them to progress towards and sustain suitable Employment, including through sourcing Vacancies suitable to the Participant;
- (b) develop and maintain a supportive relationship, through regular, ongoing contact;
- (c) develop a Job Plan;
- (d) use the Points Based Activation System to incentivise them to undertake suitable Engagements, Job Searches and other activities and tasks as part of their pathway to Employment;
- (e) support them to utilise Workforce Australia Online resources to improve their prospects of Employment, including online tools and information and Online Learning Modules;
- (f) using the Job Seeker Profile, establish a career profile for them in accordance with any Guidelines and the Department's IT Systems, and provide them with career advice and job search assistance, including advice on how to prepare a resume and develop job applications, and advice on interview techniques;
- (g) assist them to improve foundation and employability skills such as the ability to work in a team, communication skills, digital skills, motivation and reliability;
- (h) as early as possible and for the duration of their Period of Registration, arrange Activities (in accordance with Section B2.1 – Activities), including referral to Complementary Programs, other non-vocational interventions, Education, training and other opportunities;
- (i) assist them to monitor, and where required, report on their Mutual Obligation Requirements;
- (j) where required, apply the Targeted Compliance Framework;
- (k) where appropriate, access funding through the Employment Fund to support them with work-related tools, skills and experience to overcome difficulties in finding or keeping Employment;
- (l) where appropriate, access funding to support Wage Subsidies to secure improved long-term Employment opportunities; and
- (m) provide Post-placement Support, as required, to enable them to effectively sustain Employment.

- 89.5 A Specialist Provider must, in accordance with any Licence and any Guidelines, deliver Workforce Australia Services at the Sites covered by the relevant Licence to any Participant who is Referred to the Provider at those Sites, and who is in the relevant Specialist Service Group, in a manner that is designed to address, and is sensitive to, the special needs of the relevant Specialist Service Group.
- 89.6 Subject to any Special Conditions and any other relevant requirements specified in any Head Licence, the Provider must ensure that each Site is open for the provision of Workforce Australia Services:
- (a) if the Site is a Full-Time Site, on a Full-Time basis;
  - (b) if the Site is a Part-Time Site, on a Part-Time basis; and
  - (c) if the Site is an Outreach Site, on an Outreach basis.

Note: An Outreach Site differs from a Full-Time Site and a Part-Time Site by not being open every week. For example, an Outreach Site may be open only once per fortnight or per month.

## **Section B1.3 – General requirements - Employer and community engagement**

### **90. Stakeholder engagement - General**

- 90.1 The Provider must, in delivering comprehensive Services for Participants and Employers, identify and collaborate with other Workforce Australia Employment Services Providers and providers of other initiatives and services including:
- (a) Workforce Australia - Workforce Specialists and Employment Facilitators;
  - (b) Other Service Providers;
  - (c) Complementary Program providers;
  - (d) HTS Providers;
  - (e) Jobs, Land and Economy Program providers;
  - (f) private and community-based providers of other services in the community;
  - (g) education and training institutions;
  - (h) healthcare organisations;
  - (i) Commonwealth, state, territory and local governments;
  - (j) Employer stakeholders, such as local business councils; and
  - (k) peak bodies and industry representatives.
- 90.2 The Provider must participate in stakeholder engagement activities as requested by the Department. The Provider may also identify and participate in stakeholder engagement activities, including:

- (a) projects organised by Local Jobs Program Activity Hosts, Launch into Work Organisations, Employment Facilitators and Workforce Australia - Workforce Specialists;
- (b) jobs fairs;
- (c) workshops or meetings to support policy development; and
- (d) local area networks and forums.

## **91. Employer engagement**

91.1 In order to provide a simpler and more effective recruitment service to Employers, the Provider must engage with and support Employers:

- (a) in the Employment Regions in which the Provider has a Licence to deliver Workforce Australia Services; and
- (b) in accordance with the specific Workforce Australia Services requirements, in particular those set out in:
  - (i) CHAPTER B3 – ACTIVITIES ; and
  - (ii) CHAPTER B5 – SERVICING EMPLOYERS.

91.2 The Provider must provide Workforce Australia Services to Employers:

- (a) to meet the objectives specified in clauses 87.1(d), (e) and (f); and
- (b) in accordance with:
  - (i) this Deed, including any Guidelines; and
  - (ii) any direction given by the Department.

91.3 The Provider must undertake activities to promote and market the abilities of individual Participants to Employers.

91.4 The Provider must, in accordance with any Guidelines, engage with a range of Employers to:

- (a) identify and create job opportunities and lodge Vacancies on behalf of Employers;
- (b) provide assistance with job design;
- (c) be able to quickly target and refer the most suitable Participants to Vacancies, and, if the Provider cannot refer a suitable Participant, otherwise direct the Employer to the Digital Services Contact Centre;
- (d) identify Employers' skill needs and arrange activities that prepare Participants to meet those needs, including, where appropriate, through foundational and employability skills development, Education and training;



- (e) where appropriate, arrange work trials with potential Employers as part of the development of employment pathways for Participants;
- (f) where appropriate, provide information and assistance to Employers through the Employment Fund and/or Wage Subsidies to reduce the costs incurred in respect of hiring a Participant; and
- (g) provide Post-placement Support to Employers, as necessary, to enable them to effectively manage those Participants in a Job Placement.

91.5 The Provider, in contributing to Commonwealth employer engagement strategies, must also:

- (a) report to the Department on any emerging workforce opportunities or challenges;
- (b) work collaboratively and in a coordinated manner with Employment Facilitators, Workforce Australia - Workforce Specialists, Employers and other stakeholders to develop pathways for Participants into Employment, particularly in occupations experiencing increased demand and in response to large recruitment campaigns;
- (c) coordinate its Employer engagement activities with other employment services providers in each relevant Employment Region to strengthen the service offerings to Employers; and
- (d) build the skills of Participants on its Caseload to meet demand in the labour market, in particular addressing skills shortages.

## **Section B1.4 – Workforce Australia Employment Services Provider Performance Framework**

### **92. Performance management - General**

92.1 The Department and the Provider acknowledge and agree that:

- (a) the Workforce Australia Employment Services Provider Performance Framework is intended:
  - (i) to encourage innovation and drive performance improvement; and
  - (ii) to ensure that Workforce Australia Employment Services Providers are fulfilling their obligations under this Deed and meeting the standards required; and
- (b) the Workforce Australia Employment Services Provider Performance Framework will be used by the Department to assess how well each Workforce Australia Employment Services Provider is performing, and to inform which Workforce Australia Employment Services Providers will have their Licences extended under clause 12.

- 92.2 To ensure their performance is considered holistically, the Department will assess Workforce Australia Employment Services Providers' performance against the Workforce Australia Employment Services Provider Performance Framework.

**Other factors in performance assessment**

- 92.3 When assessing the Provider's performance, the Department may also take into account other factors as specified in any Guidelines.

**93. Performance assessments**

- 93.1 The Department will assess the Provider's performance, including through Annual Licence Reviews and by reference to the Provider's compliance results and the Workforce Australia Employment Services Provider Performance Framework, against the requirements of this Deed, including the Joint Charter, any representations in the Provider's response to any request for proposal for this Deed and the Service Guarantee.
- 93.2 For the purposes of clause 93.1, the Department may rely on information and data collected from any source, including feedback from Participants, Employers, Host Organisations, other employment services providers and intelligence from the Department's Employment Services Tip off Line.
- 93.3 At such times as the Department determines, including as part of any Annual Licence Review, the Department may:
- (a) review the Provider's performance in any Employment Region and any Site where the Provider delivers Workforce Australia Services; and
  - (b) then provide feedback to the Provider on the Department's assessment of its performance, including if the Department considers that the Provider's performance is such that it is likely to be in scope for an adjustment of its Business Share and/or extension or non-extension of any Licence Period.

**94. Provider Performance Ratings and compliance results**

- 94.1 The Department may:
- (a) calculate the Provider's Performance Ratings following assessment of the Provider's performance taking into a range of factors, including compliance results; and
  - (b) use the Provider's Performance Ratings to compare the Provider's performance against that of other Workforce Australia Employment Services Providers.
- 94.2 The Provider agrees that the Department may publish information that the Department holds concerning the Provider's performance of the Services, including the Provider's Performance Ratings.

## 95. Quality Assurance Framework conformance

### Certificate of Quality Assurance Framework conformance

- 95.1 The Provider must, in accordance with this clause 95 and any Guidelines:
- (a) obtain a Quality Assurance Framework Certificate no later than:
    - (i) nine months after any Head Licence Start Date; or
    - (ii) any other date Notified by the Department; and
  - (b) maintain the currency of the Quality Assurance Framework Certificate for the duration of any Head Licence Term.

### Quality Assurance Framework Audits

- 95.2 The Provider must undertake Quality Assurance Framework Audits, in accordance with this clause 95 and any Guidelines, during the Term of this Deed.

### Quality Assurance Framework Audit Plans

- 95.3 The Provider must in accordance with any Guidelines, prepare and submit to the Department a QAF Audit Plan prior to the conduct of each Quality Assurance Framework Audit.

### Quality Report

- 95.4 The Provider must, within any timeframe specified by the Department, and in accordance with any Guidelines:
- (a) submit Quality Reports and information specified in any Guidelines or requested by the Department; and
  - (b) take any follow-up action required by the Department in relation to any Quality Report or information submitted in accordance with clause 95.4(a).
- 95.5 If:
- (a) the Provider fails to comply with this clause 95; or
  - (b) the Department suspends the Provider's Quality Assurance Framework Certification,

the Department may immediately:

- (c) take action under clause 63.2; or
  - (d) terminate this Deed under clause 67,
- by providing Notice to the Provider.

## 96. Action about performance

96.1 If, at any time, the Department considers it warranted by the performance of the Provider at the Employment Region level, the Department may, with the agreement of the Provider, increase the Provider's Business Share, or extend any Licence Period, for a period of time specified by the Department.

96.2 If, at the completion of an Annual Licence Review or at any other time, the Department considers that the performance of the Provider at the Employment Region or Site level is less than satisfactory, including after assessing the Provider's performance taking into account:

- (a) the outcomes of any Program Assurance Activities or audits; and/or
- (b) the Provider's Performance Rating,

the Department may, at its absolute discretion:

- (c) for any Employment Region:
  - (i) by Notice:
    - (A) end any Licence, or not extend any Licence Period; and/or
    - (B) reduce the Provider's Business Share,  
in that Employment Region;
  - (ii) reduce the number of Referrals to the Provider for that Employment Region, commensurate with the reduction in Business Share; and/or
  - (iii) transfer relevant Participants on the Provider's Caseload to another Workforce Australia Employment Services Provider; and/or
- (d) for any Site:
  - (i) Notify the Provider that the Provider must discontinue providing the Services at the Site;
  - (ii) cease all Referrals for the Site from the date of the Notice; and/or
  - (iii) transfer Participants from the Site, including to another Workforce Australia Employment Services Provider, and

if the Department takes the action specified in clause 96.2(d)(i), the Provider must immediately discontinue providing the Services at the Site in accordance with the relevant Notice.

96.3 References in this clause 96 to decreasing the Provider's Business Share in an Employment Region, include decreasing the Business Share in the Employment Region to zero.

- 96.4 If, in accordance with this clause 96, the Department:
- (a) decreases the Provider's Business Share to zero; or
  - (b) ends any Licence,
- in any Employment Region, the Department may Notify the Provider that it must discontinue providing Workforce Australia Services in the Employment Region as relevant to the particular Licence(s).
- 96.5 If the Department issues a Notice under clause 96.4, from the date specified in the Notice, the Provider must discontinue providing Workforce Australia Services in the Employment Region in accordance with the Notice.
- 96.6 Where Participants are transferred in accordance with this clause 96, the Provider must provide assistance and cooperation in accordance with clause 26.1.
- 96.7 If the Department takes any action under this clause 96:
- (a) where relevant, this Deed is deemed to be varied accordingly; and
  - (b) the Provider must perform all its obligations under this Deed as varied.

## **Section B1.5 – Delegate obligations**

### **97. Delegate obligations**

- 97.1 The Provider must ensure that the Provider's Personnel and Subcontractors:
- (a) are aware of, fully understand, and receive training on, the powers and functions that have been delegated to them under the Social Security Law;
  - (b) have, prior to taking action under Section B4.3 – Compliance action, successfully completed all mandatory targeted compliance framework training as specified in any Guidelines; and
  - (c) comply with the Social Security Law.

## **Section B1.6 – Capacity Building Fund**

### **98. Capacity Building Fund**

- 98.1 The Department and the Provider acknowledge and agree that the purpose of the Capacity Building Fund is to support greater diversity of Workforce Australia Employment Services Providers and to assist eligible Workforce Australia Employment Services Providers to prepare for and establish themselves under Workforce Australia Services.
- 98.2 This clause 98 only applies to the Provider if:
- (a) the Provider has a Head Licence; and

- (b) the Department determines, at its absolute discretion, that the Provider's aggregated turnover (being all ordinary income that the Provider earned in the ordinary course of running a business, plus the annual turnover of any entities connected with the Provider or that are the Provider's affiliates) was less than \$10 million for the most recent Financial Year ending prior to the Head Licence Start Date.

Note: Where the Provider is a Group Respondent, the Provider's aggregated turnover for the purposes of clause 98.2(b) will be the aggregate total turnover of each member of the Group Respondent individually.

98.3 In addition to clause 98.2, this clause 98 only applies to the Provider if the Department determines, at its absolute discretion, that at the Head Licence Start Date, neither the Provider, nor any Related Entity:

- (a) has; or
- (b) has previously been required to have, under any agreement with the Commonwealth for the delivery of employment services,

the following types of certification/accreditation:

- (c) quality management accreditation, being ISO 9001 certification or National Standards for Disability Services certification; and
- (d) RFFR Accreditation.

98.4 For the purposes of clause 98.2(b) and 98.3, the Department may:

- (a) rely on information and data collected from any source; and
- (b) require the Provider to provide information to the Department in a manner and within a timeframe specified by the Department, including in any Guidelines.

98.5 Subject to this clause 98, the Provider may, in accordance with any Guidelines, seek a Reimbursement from the Capacity Building Fund of up to \$300,000 (inclusive of GST) for reasonable costs incurred by the Provider and directly attributable to obtaining the certification/accreditation referred to in clause 98.3(c) and 98.3(d).

98.6 The Provider must not claim a Reimbursement under clause 98.5 for any costs or expenses:

- (a) associated with the maintenance of the certification/accreditation referred to in clause 98.3(c) and/or 98.3(d);
- (b) mentoring from another employment services provider or industry body;
- (c) new or upgrades to software, hardware or other IT infrastructure that is not required for the purpose of supporting the requirements of information security; and/or
- (d) otherwise excluded under any Guidelines.

- 98.7 The Department's liability to pay under this clause 98 is subject to the Provider's:
- (a) strict compliance with this clause 98; and
  - (b) full and proper substantiation, to the Department's complete satisfaction, of any amounts claimed under clause 98.5.

## **CHAPTER B2 – SERVICING PARTICIPANTS**

### **Section B2.1 – Provider's Caseload**

#### **99. Workforce Australia Services Caseload - General**

- 99.1 The Department and the Provider acknowledge and agree that:
- (a) Participants may be connected with the Provider (as a Generalist Provider or, where relevant, as a Specialist Provider):
    - (i) through Referral:
      - (A) when the Participant is transitioned to the Provider by the Department from a jobactive Provider or a NEST Provider at the start of this Deed;
      - (B) following an online assessment, or an assessment by Services Australia, that has determined the Participant is eligible for Workforce Australia Services;
      - (C) when the Participant moves to the Provider from an Other Service or Workforce Australia Online, including where a Workforce Australia Services Online Participant requests to be moved to Workforce Australia Services; or
      - (D) when the Participant is transferred to the Provider from another Workforce Australia Employment Services Provider; or
    - (ii) if eligible, by Directly Registering with the Provider; and
  - (b) Participants will have a choice, according to their address, as to which Workforce Australia Employment Services Provider they will be Referred to. Where the Participant does not choose a Workforce Australia Employment Services Provider, the Department's IT Systems will Refer them to an appropriate Workforce Australia Employment Services Provider with available Appointments, unless this Referral would exceed the Workforce Australia Employment Services Provider's maximum tolerance of Business Share.

## 100. Specialist Service Groups

- 100.1 Subject to clause 100.2 and any Guidelines, if the Provider is a Specialist Provider under a particular Licence, the Provider must, unless otherwise Notified by the Department:
- (a) only provide Workforce Australia Services at the Site(s) covered by the Licence to Participants who are members of the relevant Specialist Service Group, and are Referred to, or Directly Registered with, the Provider at the Site(s); and
  - (b) direct any other individual who is not a member of the relevant Specialist Service Group and who is Referred to, or attempts to Directly Register with, the Provider at the Site(s) to the Digital Services Contact Centre.
- 100.2 If a particular Site is covered by a Licence under which the Provider is a Specialist Provider and a Licence under which the Provider is a Generalist Provider, clause 100.1 does not apply to the Provider with respect to that Site.

## 101. Transitioned Participants

- 101.1 The Provider must, in accordance with any Guidelines and directions from the Department:
- (a) provide Workforce Australia Services to each Transitioned Participant in accordance with this Deed; and
  - (b) commence providing Workforce Australia Services to each Transitioned Participant within the timeframe Notified or otherwise advised by the Department, following their Transition Date.

## 102. Referrals and Direct Registrations

- 102.1 The Provider must:
- (a) only accept a Referral of a Participant made through the Department's IT Systems or directly by Services Australia; and
  - (b) where an individual presents to the Provider without a Referral, confirm the individual's eligibility for Direct Registration in accordance with any Guidelines, and if eligibility is confirmed, Directly Register and immediately provide Workforce Australia Services to that Participant in accordance with this Deed, including any Guidelines.
- 102.2 Subject to any Guidelines and unless otherwise Notified by the Department, the Provider must:
- (a) ensure that that the Electronic Calendar has, at all times, capacity to receive an Appointment within the next two Business Days; and
  - (b) Commence Referred (including transferred) and Directly Registered Participants within ten Business Days after their Referral or Direct Registration, including Participants Referred from Workforce Australia Online or an Other Service.



- 102.3 Where a Participant is Referred to the Provider from an Other Service, the Provider must, in accordance with any Guidelines, cooperate with the relevant Other Service Provider to facilitate the Participant's move into Workforce Australia Services.
- 102.4 Subject to this Deed, the Department's IT Systems will allow a flow of Referrals of Participants to the Provider within a 30 per cent tolerance of the Provider's Business Share within each Employment Region.

### 103. Transfers

#### Transfers to and from the Provider

- 103.1 The Provider agrees that a Participant may be transferred to another Workforce Australia Employment Services Provider:
- (a) after a change of address if the Participant's new address is not within a reasonable distance of a Site of the Provider;
  - (b) where the Department is satisfied that:
    - (i) a change in Workforce Australia Employment Services Provider would benefit the Participant's employment prospects; or
    - (ii) the relationship between the Participant and the Workforce Australia Employment Services Provider has broken down;
  - (c) if the parties all agree to the transfer, being the Provider, the proposed new Workforce Australia Employment Services Provider and the Participant;
  - (d) by the Department, for any other reason at its absolute discretion; or
  - (e) as otherwise specified in any Guidelines.
- 103.2 The Provider must, in accordance with any Guidelines, facilitate a referral of a Participant to Workforce Australia Online where the Participant requests a referral to Workforce Australia Online and is eligible for the referral.
- 103.3 Where a Participant is transferred to or from the Provider, the Provider must, in accordance with any Guidelines:
- (a) provide sufficient assistance and cooperation to any entity nominated by the Department to enable services to continue to be provided to the Participant;
  - (b) comply with any directions by the Department regarding the transfer or destruction of Records in the Provider's possession or control, including Records stored in External IT Systems; and
  - (c) otherwise maintain all Records relating to the Participant in accordance with clause 45.
- 103.4 Where a Participant is the subject of a Wage Subsidy Agreement or a Host Organisation Agreement on the date of their transfer to or from the Provider, the Provider must, take the relevant actions specified in any Guidelines.

### **Transfers between the Provider's Sites**

- 103.5 If a Participant changes their address with the result that they start receiving Workforce Australia Services from the Provider at a different Site, the Provider must continue to provide Workforce Australia Services to the Participant at no additional cost to the Department, and the transfer of any Fees or Employment Fund credits will be an internal matter for the Provider.

## **Section B2.2 – Engagement with Participants**

### **104. Engagement – General**

- 104.1 The Department and the Provider acknowledge and agree that:
- (a) the objective of all Engagements is to support, motivate and encourage Participants to obtain and sustain Employment; and
  - (b) the Participant, as well as the Provider, may record and report some Engagements in the Department's IT Systems.
- 104.2 For the purposes of this Deed and the requirements of the Department's IT Systems, Engagements for Participants (Mutual Obligation), and other Participants as specified in any Guidelines, include:
- (a) the Initial Interview conducted by the Provider;
  - (b) Contacts with the Provider;
  - (c) Activities;
  - (d) job interviews;
  - (e) Employment, if the hours are regular and can reasonably be scheduled by the Provider;
  - (f) Education and training;
  - (g) service to community, such participation in Defence Force Reserves, State emergency services and volunteer firefighting organisations, where known in advance;
  - (h) Capability Interviews; and/or
  - (i) any other activities, such as workshops, arranged by the Provider,

in which the Participant may participate, and which may be recorded in the Participant's Electronic Calendar.

Note: Under the PBAS, a Participant may undertake other tasks and activities not recorded in the Electronic Calendar.

- 104.3 Subject to any Guidelines, the Provider must, in accordance with the requirements of the Department's IT Systems and any Guidelines, record in each Participant's Electronic Calendar details of all of the Participant's Engagements.

- 104.4 The Provider must, in accordance with any Guidelines, ensure that each Participant is:
- (a) aware of the details of each Engagement recorded in the Participant's Electronic Calendar;
  - (b) notified in the manner required by the Department's IT Systems and any Guidelines, with regard to the Engagement; and
  - (c) aware of, and understands the consequences of, failing to attend, and/or participate in, the Engagement without a Valid Reason.
- 104.5 The Provider must, in accordance with any Guidelines and clause 143, use the Electronic Calendar to actively monitor and accurately record each Participant's attendance and participation in each Engagement recorded in the Participant's Electronic Calendar.

#### **Engagements conflicting with Personal Events**

- 104.6 Where the Provider is considering recording an Engagement in a Participant's Electronic Calendar with the Engagement scheduled to occur at a Personal Event Time, the Provider must, in accordance with any Guidelines:
- (a) if the Engagement is not a Mutual Obligation Requirement, record the Engagement so that it is not scheduled to occur at the Personal Event Time; or
  - (b) if the Engagement is a Mutual Obligation Requirement, discuss the relevant issues with the Participant, and record the Engagement, as specified in any Guidelines.

### **105. Appointments and Contacts with Participants**

- 105.1 Where a Participant has an Appointment with the Provider, the Provider must, in accordance with this Deed including any Guidelines:
- (a) provide the Participant with a Contact on the date and at the time of the Appointment as recorded in the Electronic Calendar; and
  - (b) record the Participant's attendance at the Appointment in the Electronic Calendar by close of business on the day that the Appointment is scheduled to occur.
- 105.2 Where the Provider or a Participant needs to reschedule an Appointment, the Provider must make an Appointment with the Participant at the next available opportunity.
- 105.3 Subject to any Guidelines and any direction by the Department, the Provider may conduct a Contact (other than an Initial Interview or Capability Interview) by a mode other than in person face-to-face, as agreed by the Participant and the Provider.
- 105.4 In delivering each Contact, including each Initial Interview, the Provider must ensure that the Contact:
- (a) is conducted in a professional manner;

- (b) is tailored to the individual Participant's circumstances; and
- (c) supports Participant choice.

105.5 At each Contact, the Provider must confirm the Participant's identity and ensure that the Participant's current postal address, mobile phone number and email address are recorded accurately in the Department's IT Systems.

## 106. Initial Interviews

106.1 The Department and the Provider acknowledge and agree:

- (a) that the objectives of Initial Interviews are for the Provider to ascertain a Participant's skills, strengths and any issues that may impact on a Participant's ability to find Employment, and to inform servicing so that it is individualised and tailored; and
- (b) the importance of the Provider building positive relationships with Participants as part of the Initial Interview and each subsequent Contact.

106.2 In conducting the Initial Interview, the Provider must, in accordance with any Guidelines:

- (a) for all Participants:
  - (i) hold the Initial Interview in person, face-to-face, unless specified otherwise in any Guidelines or any direction by the Department;
  - (ii) explain the Workforce Australia Services that the Provider will provide to them;
  - (iii) based on the Provider's initial assessment of the Participant's skills, strengths and circumstances, prepare or update a Job Plan for them in accordance with Section B2.3 – Job Plans; and
  - (iv) except for Disability Support Pension Recipients (Compulsory Participation Requirements) and Participants (Voluntary), explain the Points Based Activation System to them and set their Points Target;
  - (v) provide them with:
    - (A) details of the current National Minimum Wage; and
    - (B) the Fair Work Ombudsman website and contact details;
- (b) in addition to complying with the requirements in clause 106.2(a):
  - (i) for each Participant (Mutual Obligation), explain their rights and obligations under Social Security Law and consequences for not meeting their Mutual Obligation Requirements; and
  - (ii) for each Disability Support Pension Recipient (Compulsory Participation Requirements) in Workforce Australia Services, explain their rights and

obligations under Social Security Law and consequences of not participating in accordance with their Job Plan; and

(c) otherwise comply with any Guidelines.

106.3 The Provider must undertake an assessment for each Participant within four weeks after the Initial Interview, to ensure that servicing is tailored to the Participant's individual needs and takes into account the Participant's individual circumstances, skills, strengths and any barriers or issues they may have in relation to finding Employment.

## Section B2.3 – Job Plans

### 107. Job Plans - General

Note: Participants without Mutual Obligation Requirements do not require Job Plans except as specified in any Guidelines.

107.1 The Department and the Provider acknowledge and agree:

- (a) that each Job Plan outlines what the Participant has agreed to do in Workforce Australia Services, including their Mutual Obligation Requirements (if applicable);
- (b) that the contents of each Job Plan must be tailored to the circumstances of the individual Participant to support them in achieving their employment goals;
- (c) the importance of the Provider updating the Job Plan to reflect a Participant's current circumstances and servicing needs;
- (d) that the Points Based Activation System is the way Participants manage their Job Search efforts, activities and tasks;
- (e) that Participants have flexibility to determine and access a broad range of activities to meet their Points Target;
- (f) that a Job Plan may include Mandatory Activity Requirements;
- (g) that, in addition to Engagements managed by the Provider under Section B2.2 – Engagement with Participants, Participants are able to arrange and report on self-initiated activities and tasks, including:
  - (i) job interviews;
  - (ii) Employment;
  - (iii) Education and training;
  - (iv) service to community, such as Defence Force Reserves, State emergency services and volunteer firefighters;
  - (v) Participant Sourced Voluntary Work; and
  - (vi) Online Learning Modules; and

- (h) that Participants are rewarded for their active effort and engagement, with those who exceed their Points Requirements able to bank up to 50 per cent of their Point Targets for the following Points Reporting Period.
- 107.2 The Provider must, in accordance with any Guidelines, ensure that, at all times, each Participant has a current and up-to-date Job Plan and that the Job Plan is regularly updated to reflect the Participant's current circumstances and servicing needs.
- 107.3 The Provider must:
- (a) provide each Participant with the assistance;
  - (b) arrange and support participation in any Activities; and
  - (c) monitor the Participant's participation in any Activities, specified in the Participant's Job Plan.
- 107.4 The Provider must comply with its obligations under clause 97 in relation to the Social Security Law and ensure that the relevant Delegate complies with the rules set out in any Guidelines when entering into or updating a Job Plan.

## **108. Entering into a Job Plan**

- 108.1 If, at their Initial Interview with the Provider:
- (a) a Participant does not have a Job Plan;
  - (b) in any case, they have transferred to the Provider from another Workforce Australia Employment Services Provider; or
  - (c) they have been Referred from Workforce Australia Online to Workforce Australia Services,
- the Provider must ensure that a Delegate:
- (d) creates a new Job Plan with the Participant and explains it to them;
  - (e) provides time for the Participant to consider the Job Plan before agreeing to it; and
  - (f) enters into and approves a new Job Plan with the Participant,
- in accordance with any Guidelines.

## **109. Contents of a Job Plan**

- 109.1 The Provider must ensure that each Participant's Job Plan:
- (a) contains all the details, terms and information;
  - (b) is updated within any timeframe; and

- (c) is in a form approved by the Department,  
specified in any Guidelines.

## **110. Points Requirements within a Job Plan**

- 110.1 The Provider must ensure that a Delegate:
- (a) specifies the Points Requirement (as appropriate) for each Participant (Mutual Obligation) in their Job Plan; and
  - (b) ensures that the Points Requirement is appropriately recorded in the Participant's (Mutual Obligation) Job Plan at all times during their Period of Registration.
- 110.2 The Provider must, in accordance with any Guidelines, ensure that each Participant (Mutual Obligation) is aware at all times:
- (a) of their current Points Target; and
  - (b) that they must record details of their completed tasks to meet their Points Requirement for each Points Reporting Period through the Department's Website or through the jobseeker application (app).
- 110.3 For each Participant (Mutual Obligation), the Provider must, as specified in any Guidelines, determine whether the Participant has satisfactorily met their Points Requirement for each Points Reporting Period.

Note 1: The Department's IT Systems will identify if the number of tasks reported (whether through the Department's Website or through the jobseeker application (app)) meet the Participant's Points Requirement for each Points Reporting Period.

Note 2: Clause 145 Compliance actions – Participants (Mutual Obligation) will apply if the Participant fails to comply with the Points Requirement in their Job Plan.

## **111. Specific requirements for cohorts within Workforce Australia Services**

### **Early School Leavers**

- 111.1 For Participants who are Early School Leavers, the Provider must provide Activities for up to 25 hours per week in accordance with any Guidelines, and manage any failure to meet their Mutual Obligation Requirement in accordance with Section B4.3 – Compliance action, while they are an Early School Leaver.

### **Records for Early School Leavers**

- 111.2 If a Participant who has been assessed as being an Early School Leaver advises the Provider that they have attained a Year 12 or equivalent qualification, the Provider must, in accordance with any Guidelines:
- (a) request the Participant to provide evidence of that qualification to the Provider;
  - (b) retain Records of this request and a copy of any evidence provided by the Participant, in accordance with clause 45; and

- (c) if requested by the Department, provide a copy of the Record to the Department or Services Australia.

## **Section B2.4 – Job Seeker Assessment Framework**

### **112. Ongoing Assessment – General**

- 112.1 The Provider may assess the needs of a Participant using the Job Seeker Assessment Framework (including the Job Seeker Snapshot) and its own resources to tailor the support offered to the Participant as part of the Workforce Australia Services.

### **113. Job Seeker Snapshot**

- 113.1 Subject to clause 113.2, the Provider may, at any time, record changes in the Participant's personal circumstances or include new information in a Participant's record in the Department's IT Systems by:
  - (a) conducting a Change of Circumstances Reassessment using the Job Seeker Snapshot; or
  - (b) requesting the Participant to conduct a Change of Circumstances Reassessment using the Job Seeker Snapshot.
- 113.2 The Provider must, in accordance with any Guidelines:
  - (a) have Documentary Evidence confirming a change in the Participant's recorded personal circumstances before it takes action under clause 113.1; and
  - (b) record the relevant Documentary Evidence in the Department's IT Systems.

## **Section B2.5 – Self-help Facilities for Participants**

### **114. Self-help Facilities**

- 114.1 The Provider must, in accordance with any Guidelines:
  - (a) make available at each Site, Self-help Facilities that any Workforce Australia Services or Workforce Australia Services Online Participant can access for free for the purpose of accessing:
    - (i) Workforce Australia Online, including self-reporting, undertaking job searches, and tools and information about the best ways to look for and find Employment;
    - (ii) local, regional and national labour market information, in particular the Labour Market Information Portal and Job Outlook Websites;
    - (iii) career information, in particular through the National Career Institute website; and
    - (iv) information on training pathways, in particular through the My Skills website;
  - (b) as necessary, provide support to utilise Self-help Facilities; and



- (c) establish and implement controls to ensure that Self-help Facilities are used appropriately, including in accordance with the Cybersafety Policy.

## **Section B2.6 – Suspensions and Exits**

### **115. Suspensions and Exits – General**

- 115.1 The Department and the Provider acknowledge and agree that:
  - (a) at any time, a Participant may be subject to a Suspension, or Exited from Workforce Australia Services;
  - (b) the Department's IT Systems will identify if a Participant has been Suspended or Exited;
  - (c) a Participant may be Suspended or Exited by Services Australia, the Department, or in accordance with any Guidelines, the Provider itself; and
  - (d) the Participant's Period of Registration, Period of Service and Period of Unemployment will be shown on the Department's IT Systems.
- 115.2 If the Provider identifies, or is notified by Services Australia, that a Participant who is Suspended due to fully meeting their Mutual Obligation Requirements, ceases to fully meet their Mutual Obligation Requirements, the Provider must take action in accordance with any Guidelines.
- 115.3 The Provider must, in accordance with any Guidelines, record in the Department's IT Systems any changes in the Participant's circumstances that may result in a Participant being Suspended, no longer being Suspended or being Exited.

### **116. Management during a Suspension**

- 116.1 The Department and the Provider acknowledge and agree that subject to clause 116.3, and in accordance with any Guidelines, a Participant who is Suspended can voluntarily participate in Workforce Australia Services as a Participant (Voluntary).
- 116.2 Where a Participant is Suspended and does not volunteer to participate in Workforce Australia Services, the Provider may cease providing Services to the Participant until the cessation of the Suspension in accordance with any Guidelines.
- 116.3 If a Participant who is Suspended has decided to voluntarily participate in Workforce Australia Services while Suspended, the Provider must, taking into account the reason for the Suspension and in accordance with any Guidelines:
  - (a) discuss and agree with the Participant on what Engagements they will participate in;
  - (b) record on the Department's IT Systems that the Participant is participating as a Participant (Voluntary); and
  - (c) provide Workforce Australia Services for the period of the agreed Engagements.

- 116.4 If the Provider or Services Australia identifies, or the Provider is notified by Services Australia, that a Participant (Voluntary) has experienced a situation that means they are unable to continue participating in the Workforce Australia Services, the Provider must immediately record on the Department's IT Systems that the Participant is no longer a Participant (Voluntary).

### **117. Delivery of Services following cessation of a Suspension**

- 117.1 Subject to clause 118, after a Suspension, the Provider must immediately resume providing Workforce Australia Services to the Participant, review the Participant's Job Plan and update it as required, and review the Participant's servicing needs, in accordance with Section B1.2 – General requirements – Services to Participants, Section B2.3 – Job Plans and any Guidelines.

### **118. Effect of Exits**

- 118.1 The Provider agrees that a Participant is Exited from Workforce Australia Services when:
- (a) an Effective Exit occurs;
  - (b) a Departmental Exit occurs;
  - (c) a Provider Exit occurs; or
  - (d) when any other event, as Notified by the Department or specified in any Guidelines, occurs.
- 118.2 Where a Participant is Exited, the Provider may cease providing Services to the Participant unless the Participant returns to the Services less than 13 Consecutive Weeks after the date of the Exit, in which case the Provider must immediately resume providing Workforce Australia Services to the Participant.

## **Section B2.7 – Post-placement Support**

### **119. Post-placement Support**

- 119.1 Where a Participant is progressing towards an Employment Outcome, the Provider is expected to provide Post-placement Support to the Participant, regardless of whether the Participant has been Exited, until:
- (a) the Participant has satisfied a 26 Week Period for an Employment Outcome; or
  - (b) the Provider determines that the Participant is unlikely to achieve the relevant Outcome,

unless the Participant has requested to not receive any Post-placement Support, in which case the Provider must retain a record of the relevant request.

## CHAPTER B3 – ACTIVITIES

### Section B3.1 – Activities for Participants

#### 120. Activities – General

120.1 The Department and the Provider acknowledge and agree that:

- (a) the Provider is responsible for:
  - (i) supporting Participants to participate in Activities that the Provider and Participant agree will address the Participant's Vocational Barriers and Non-vocational Barriers, and improve their work readiness and progress towards Employment;
  - (ii) supporting Participants who may be required to undertake Activities to meet their Points Target and any other Mutual Obligation Requirements;
  - (iii) supporting Participants to participate in Activities which take into account their individual circumstances and work capacity, including by arranging individually tailored Activities; and
  - (iv) ensuring that Participants are provided with choice in the Activities they participate in, except when they are referred to a default Activity as part of:
    - (A) their Mandatory Activity Requirements; or
    - (B) a Reconnection Requirement;
- (b) the Department has outlined specific requirements for Activities, which must be met by the Provider;
- (c) the Provider may also arrange a broad range of other activities in accordance with any Guidelines, and Participants may undertake other activities to meet their Points Target;
- (d) the Provider may also refer Participants to Activities arranged by the Department or Workforce Australia - Workforce Specialists; and
- (e) the Provider has the flexibility to place Participants in Activities:
  - (i) of any duration; and
  - (ii) at any time within their Period of Service,provided it has taken into consideration the relevant Participant's individual needs.

- 120.2 The Provider must arrange Activities:
- (a) in accordance with Section B3.1 – Activities for Participants, Section B3.2 – Work Health and Safety and any Guidelines, including any limitations regarding Activities being arranged with its Own Organisation, Related Entities and Subcontractors; and
  - (b) under a Host Organisation Agreement if specified in this Deed.
- 120.3 The Provider must:
- (a) promote to Participants the benefits of all types of Activities described in any Guidelines;
  - (b) respond to any enquiries from Participants in relation to Activities; and
  - (c) support Participants to fully engage in any Activities they choose or are referred to.
- 120.4 The Provider is expected to develop and maintain effective relationships with Complementary Program providers and Other Service Providers in its Employment Region(s) so as to ensure the successful delivery of programs and Activities.
- 120.5 The Department may, at any time and at its absolute discretion, give a direction to the Provider in relation to an Activity, proposed Activity or type of Activity, including a direction that:
- (a) the Provider must, or must not, refer Participants to an Activity or type of Activity;
  - (b) an Activity must be ceased or varied;
  - (c) an Activity must be managed directly by the Provider, rather than by a Subcontractor or Host Organisation that is not a Subcontractor;
  - (d) the Provider must arrange an Activity or type of Activity for Participants; or
  - (e) the Provider must not arrange or undertake an Activity or type of Activity for Participants,
- and, if the Department gives such a direction, the Provider must:
- (f) immediately comply with the direction; and
  - (g) otherwise continue to perform the Services in accordance with this Deed.
- 120.6 For each Participant that the Provider refers to or places in an Activity, the Provider must comply with any Guidelines with respect to the Participant’s participation in, and completion of, the Activity.

- 120.7 Unless otherwise agreed with the Department in writing, the Provider must not arrange an Activity if it:
- (a) results in a benefit or gain to the Provider, or would fund any operations or infrastructure of the Provider;
  - (b) involves work which would have been undertaken by a paid worker if the activity had not taken place; or
  - (c) is otherwise prohibited under any Guidelines or by any advice or Notice provided by the Department.
- 120.8 If the Provider suspects or becomes aware that a Host Organisation has breached a Host Organisation Agreement, the Provider must immediately Notify the Department and provide information about the relevant breach as requested by the Department in accordance with any Guidelines.
- 120.9 If the Provider becomes aware that a Host Organisation has used an Activity to displace paid workers or to reduce the amount of paid work available to its workers, the Provider must:
- (a) immediately advise the Department of the same; and
  - (b) renegotiate, terminate or not renew any Host Organisation Agreement as directed by the Department and in accordance with any Guidelines.
- 120.10 The Provider must:
- (a) ensure that each Participant, Host Organisation, and any Supervisor engaged by the Provider or Host Organisation, is aware that the Host Organisation, the Provider or the Department may terminate an Activity at any time;
  - (b) reserve a right of termination in any relevant agreement to take account of these rights of termination and, where appropriate, make use of that right in the event of a termination of an Activity; and
  - (c) ensure that each Participant is aware of the process to lodge a complaint or voice safety concerns about an Activity.
- 120.11 The Provider must, in accordance with any Guidelines, record details of each Activity in the Department's IT Systems, including:
- (a) details of the Participants referred to or placed in the Activity;
  - (b) the required hours of participation for each Participant; and
  - (c) the number of hours completed by each Participant.
- 120.12 The Provider must, in accordance with any Guidelines, upload to the Department's IT Systems a copy of each Host Organisation Agreement and any required Documentary Evidence.

120.13 The Provider must ensure, to the extent allowed by law and unless otherwise expressly agreed by the Parties, that there is no intention or understanding on the part of a Host Organisation or Participant that any Activity will in and of itself create legal relations between the Participant and:

- (a) the Commonwealth;
- (b) the Provider; or
- (c) the Host Organisation.

Note: The Department has purchased personal accident insurance, and public and products liability insurance that covers Participants who are undertaking particular approved activities, in employment assistance programs. The Provider should refer to the Insurance Readers Guide and insurance policies on the Provider Portal for further details.

## **Section B3.2 - Work health and safety**

### **121. Work health and safety - General**

121.1 The Provider must, in accordance with any Guidelines, ensure that there is a safe system of work in place for each Specified Activity, both prior to the commencement of and throughout the Specified Activity, including, where a Host Organisation is engaged by the Provider, that the relevant Host Organisation is complying with all work health and safety requirements in the jurisdiction in which the Specified Activity occurs.

### **122. Risk Assessments**

122.1 To meet its obligations under clauses 122.2 to 122.5, the Provider must use a Competent Person.

122.2 The Provider must, in accordance with any Guidelines:

- (a) undertake an Activity Risk Assessment of:
  - (i) subject to clause 122.2(a)(ii), every Specified Activity it has arranged; and
  - (ii) any Local Jobs Program Activity where the Provider is the Local Jobs Program Activity Partner,before the start of the Specified Activity;
- (b) undertake a Participant Risk Assessment for each Participant, with regard to their potential participation in any such Specified Activity, before their commencement in the Specified Activity; and
- (c) retain Records of each Risk Assessment referred to in clause 122.2(a) and 122.2(b) and any action taken in accordance with the Risk Assessment, and provide the relevant Records to the Department upon request.

122.3 The Provider must confirm that an Activity Risk Assessment has been undertaken for any Specified Activity conducted by any:

- (a) Local Jobs Program Activity Host (where the Provider is not the Local Jobs Program Activity Partner);
- (b) Workforce Australia - Workforce Specialist;
- (c) EST Provider; or
- (d) CTA Provider,

in which a Participant on the Provider's Caseload has been placed.

122.4 If the Provider has arranged a Specified Activity, it must, in accordance with any Guidelines:

- (a) ensure that each Host Organisation is obliged to immediately advise the Provider of any proposed or actual changes to the tasks being undertaken by a Participant or the circumstances in which those tasks are being undertaken;
- (b) when negotiating the relevant Host Organisation Agreement confirm with the Host Organisation:
  - (i) whether any required actions, identified in the relevant Risk Assessment, have not been undertaken; and
  - (ii) whether there have been any changes in relation to the relevant Activity, including work, health and safety issues, since the date of the relevant Risk Assessment;
- (c) ensure that all required action is taken:
  - (i) as identified in the relevant Risk Assessment; and
  - (ii) if there have been any changes in relation to the relevant Activity, to immediately review and update, as necessary, the relevant Risk Assessment and to address any such changes; and
- (d) undertake ongoing work health and safety monitoring of the Activity.

122.5 Before any Participant starts in a Specified Activity and throughout the Activity, the Provider must, in accordance with any Guidelines:

- (a) ensure, with reference to the relevant Risk Assessments, that the placement or Activity is appropriate for the Participant with regard to their health and safety, taking into consideration any relevant circumstances and work restrictions;
- (b) identify any training, including work health and safety training, required to ensure that the Participant can participate in the Activities safely, and ensure that training of sufficient length and quality is provided to the Participant by the Host Organisation;

- (c) ensure that appropriate facilities (such as toilets and access to drinking water) will be available to the Participant;
- (d) ensure that the Participant will be provided with any specific equipment, clothing or materials required to participate safely in the Activity;
- (e) ensure that the Participant has been advised of the process for reporting any work health and safety issues regarding the Activities; and
- (f) ensure that the Provider, and the Host Organisation, have sufficient and current insurances which insure any risk identified in the relevant Risk Assessments and any risk otherwise arising in relation to the relevant Specified Activity, and purchase or fund additional insurance for the Specified Activity, if required.

### 123. Incidents

- 123.1 The Provider must Notify the Department as soon as possible, and on the same day, of any incident involving an Activity, including:
- (a) any accident, injury or death occurring during, or as a result of, the Activity, including in relation to a Participant or a member of the public;
  - (b) any incident which relates to a work, health and safety issue; and
  - (c) any incident that may negatively impact upon the Department or bring the Provider or the Services into disrepute.
- 123.2 Where an incident falls within clause 123.1(a), the Provider must also, as soon as possible, and on the same day, give full details of the accident, injury or death to the Department in the form specified in any Guidelines.
- 123.3 The Provider must comply with any instructions issued by the Department or the Department's insurance broker, and any Guidelines, in relation to insurance purchased by the Department for Participants.

### 124. Supervision

Note: Supervisors may be engaged/employed by the Provider or a Subcontractor to supervise Activities or may be engaged/employed by Host Organisations to supervise Activities that they provide. Launch into Work Organisations, Local Jobs Program Activity Hosts, Workforce Australia - Workforce Specialists, CTA Providers and EST Providers are responsible for organising Supervision in relation to Activities they provide and for conducting relevant checks on their Personnel and Supervisors prior to their involvement.

- 124.1 The Provider must, subject to and in accordance with any Guidelines, ensure that:
- (a) it or, where relevant, each Host Organisation, provides adequate and appropriate Supervision so that relevant Participants are undertaking appropriate tasks and operating in a healthy and safe environment;



- (b) the Supervision provided is continuous over the entire duration of the Activity where:
    - (i) any Activity involves:
      - (A) people who are elderly, disabled or otherwise vulnerable; or
      - (B) Children (excluding other Participants); or
    - (ii) the Provider otherwise considers that Supervision should be continuous having regard to the nature of the tasks to be undertaken, the potential Participants in the Activity and any risks identified in the relevant Risk Assessments.
- 124.2 The Provider must conduct relevant checks on all Participants and all relevant Personnel and Supervisors in accordance with clause 80.
- 124.3 The Provider must ensure that any:
- (a) Provider Personnel, any Host Organisation or any Subcontractor who has direct involvement in (including where they have close contact with Participants); and
  - (b) Supervisor for,  
  
any Work for the Dole Place, PaTH Internship, NWEF Placement, Observational Work Experience Placement or Provider Sourced Voluntary Work:
  - (c) is a fit and proper person to be involved in the relevant Activity; and
  - (d) has a high level of skill/knowledge, training and/or experience in:
    - (i) each part of the Activity they are involved in; and
    - (ii) working with, training and supervising individuals in such activities.
- 124.4 The Department may give Notice, on reasonable grounds related to the performance of any Activity, requiring the Provider to remove, or arrange for the removal of any:
- (a) Provider Personnel, any Host Organisation or any Subcontractor who has direct involvement in the Activity (including where they have close contact with Participants); and/or
  - (b) Supervisor, whether engaged by the Provider, any Subcontractor or any Host Organisation,
- from work on the Activity.
- 124.5 Where the Department gives Notice under clause 124.4, the Provider must, at its own cost, promptly arrange for the removal of the relevant Personnel or Supervisor from work on the Activity and their replacement with one or more Personnel or Supervisors acceptable to the Department.

124.6 The Provider must ensure that each Supervisor, whether engaged by the Provider, a Subcontractor or a Host Organisation, is aware of the requirement to notify the Provider of:

- (a) the non-attendance at all relevant Activities; and
- (b) any other non-compliance in connection with the Activities,

of a Participant as soon as practicable, in accordance with any Guidelines.

124.7 All Supervisors who:

- (a) are contracted by the Provider to provide Supervision for any Work for the Dole Place, PaTH Internship, NWEF Placement, Observational Work Experience Placement or Provider Sourced Voluntary Work that the Provider provides itself; and
- (b) are not employees of the Provider,

are deemed to be approved Subcontractors for the purposes of clause 59.

## **Section B3.3 - Requirements for Activities**

### **125. Work for the Dole**

125.1 The Department and the Provider acknowledge and agree that:

- (a) the objective of Work for the Dole is to help Participants gain skills, experience, and confidence to move towards Employment;
- (b) Work for the Dole is only for Workforce Australia Services Participants, and Work for the Dole activities are to be arranged by Workforce Australia Employment Services Providers;
- (c) a Workforce Australia Employment Services Provider may fill Work for the Dole Placements and Work for the Dole Project Places which have been arranged by another Workforce Australia Employment Services Provider and advertised on the Department's IT Systems;
- (d) Work for the Dole Placements involve placing single or multiple Participants within an existing function of the Host Organisation;
- (e) Work for the Dole Projects involve placing groups of Participants with community projects developed specifically as a Work for the Dole activity;
- (f) wherever possible, Work for the Dole activities should include some or all of the Core Competencies;
- (g) wherever possible, Work for the Dole activities should include attainment of a licence, qualification, Micro-credential or other recognised skill; and
- (h) Work for the Dole activity costs may be paid by the Department under clauses 160 and 161.

### **Sourcing and advertising Work for the Dole activities**

- 125.2 The Provider may, in accordance with any Guidelines, arrange Work for the Dole Placements and, from 4 October 2022, Work for the Dole Projects with eligible not-for-profit organisations or charities, local, state, territory or Australian Government organisations or agencies, or a not-for-profit arm of for-profit organisations.
- 125.3 The Provider must only arrange Work for the Dole activities for Participants and do so in accordance with Section B3.1 – Activities for Participants, Section B3.2 - Work health and safety and any Guidelines.
- 125.4 When arranging any Work for the Dole Placement or Work for the Dole Project, the Provider must, in accordance with any Guidelines:
- (a) negotiate and execute a Host Organisation Agreement with the relevant Host Organisation; and
  - (b) ensure that the term of the Host Organisation Agreement is no more than 12 months, except as otherwise permitted by any Guidelines.
- 125.5 Where the Provider replaces another Workforce Australia Employment Services Provider who negotiated and executed a Host Organisation Agreement, the Provider must, in accordance with any Guidelines, use its best endeavours to:
- (a) novate the relevant Host Organisation Agreement to it; or
  - (b) enter into a new Host Organisation Agreement with the relevant Host Organisation on the same terms as the current Host Organisation Agreement; or
  - (c) advise the Department if it is unable to novate the relevant Host Organisation Agreement or enter into a Host Organisation Agreement within 10 Business Days of becoming the replacing Provider.

### **Commencement of Participants in Work for the Dole activities**

- 125.6 The Provider must fill each Work for the Dole Placement or Work for the Dole Project Place with an appropriate Participant taking into consideration:
- (a) the Participant's circumstances and, if relevant, work restrictions;
  - (b) the characteristics of the Work for the Dole activity; and
  - (c) an appropriate duration for the Participant to be placed in the Work for the Dole activity.
- 125.7 The Provider must not place a Participant into Work for the Dole activities if the Participant is aged less than 18 years.
- 125.8 Where the Provider has commenced a Participant in a Work for the Dole Placement or Work for the Dole Project, and the Participant subsequently leaves the relevant Work for Dole activity, and the Host Organisation wishes to continue the relevant Work for the Dole activity:

- (a) the Provider should replace that Participant in a timely manner; or
- (b) advertise the Work for the Dole Placement or Work for the Dole Project Place as available on the Department's IT Systems.

#### **Training requirements for Work for the Dole activities**

125.9 In addition to the training required under clause 122.5(b), where a Work for the Dole activity provides Participants with the opportunity to attain a licence, qualification, Micro-credential or other recognised skill, the Provider should ensure that:

- (a) each Participant receives the relevant training to support such attainment as specified in the Host Organisation Agreement and any Guidelines; and
- (b) where relevant to a Participant, the Work for the Dole activity provides the Participant with the opportunity to develop experience using that licence, qualification, Micro-credential or other recognised skill within the activity.

#### **Insurance for Work for the Dole activities on private property**

125.10 Subject to clause 125.11, where the Provider has received approval from the Department for Work for the Dole activities involving work on private property, the Provider must ensure that, for the duration of the Work for the Dole activities, there is public liability insurance, written on an occurrence basis, with a limit of indemnity of at least \$20 million in respect of any one occurrence, which covers the liability of the lessor or owner of the land on which the activities take place, including to Participants, as relevant.

125.11 Where the Provider cannot ensure that there is public liability insurance in accordance with clause 125.10, the Provider must not arrange the activities without the Department's prior written approval.

### **126. Voluntary Work**

126.1 The Department and the Provider acknowledge and agree that the objective of Voluntary Work is to develop Participants' skills and experience with not-for-profit organisations or charities.

126.2 The Provider may, in accordance with Section B3.1 – Activities for Participants, Section B3.2 - Work health and safety and any Guidelines, arrange Provider Sourced Voluntary Work with eligible not-for-profit organisations or charities.

126.3 The Provider acknowledges and agrees that Participants will be able to arrange their own volunteering opportunities that count towards their Points Target, and where this occurs the Participant Sourced Voluntary Work is not subject to this clause 126.

### **127. PaTH Internships**

127.1 The Department and the Provider acknowledge and agree that:

- (a) the objective of PaTH Internships is to provide work trials to Participants that help them gain experience and confidence, while demonstrating their skills to a potential Employer;

- (b) Workforce Australia Services Participants may participate in PaTH Internships:
    - (i) arranged by their Provider;
    - (ii) arranged by an EST Provider, where the Participant has commenced an EST Course; or
    - (iii) arranged by a Workforce Australia - Workforce Specialist; and
  - (c) the PaTH Internship may be eligible for a PaTH Internship Provider Payment and PaTH Internship Host Payment, as specified in clause 158 and clause 152.
- 127.2 The Provider may, in accordance with Section B3.1 – Activities for Participants, Section B3.2 - Work health and safety and any Guidelines, arrange PaTH Internships for eligible Participants.
- 127.3 The Provider must not place a Participant into a PaTH Internship if the Participant is:
- (a) aged less than 17 years or more than 24 years; and/or
  - (b) not eligible to participate in a PaTH Internship in accordance with any Guidelines.
- 127.4 When arranging a PaTH Internship, the Provider must, in accordance with any Guidelines:
- (a) ensure that the Host Organisation is eligible to host a PaTH Internship;
  - (b) confirm that the PaTH Internship has a reasonable prospect of Employment for the Participant; and
  - (c) negotiate and execute a Host Organisation Agreement (otherwise referred to as a PaTH Internship Agreement) with the relevant Host Organisation and Participant.

## **128. National Work Experience Program**

- 128.1 The Department and the Provider acknowledge and agree that:
- (a) the objective of NWEPP is to provide work trials to Participants that help them gain experience and confidence, while demonstrating their skills to a potential Employer;
  - (b) Workforce Australia Services Participants may participate in NWEPP Placements:
    - (i) arranged by their Provider;
    - (ii) arranged by an EST Provider, where the Participant has commenced an EST Course;
    - (iii) arranged by a CTA Provider, following completion of a CTA Course; or
    - (iv) arranged by a Workforce Australia - Workforce Specialist; and

- (c) the NWEF Placement may be eligible for a NWEF Provider Payment and NWEF Host Payment, as specified in clause 159 and clause 153.
- 128.2 The Provider may, in accordance with Section B3.1 – Activities for Participants, Section B3.2 - Work health and safety and any Guidelines, arrange NWEF Placements for eligible Participants.
- 128.3 The Provider must not place a Participant into an NWEF Placement if the Participant is:
- (a) aged less than 25 years; and/or
  - (b) not eligible to participate in an NWEF Placement in accordance with any Guidelines.
- 128.4 When arranging an NWEF Placement, the Provider must, in accordance with any Guidelines:
- (a) ensure that the Host Organisation is eligible to host an NWEF Placement;
  - (b) confirm that the NWEF Placement has a reasonable prospect of Employment for the Participant; and
  - (c) negotiate and execute a Host Organisation Agreement with the relevant Host Organisation and Participant.

## **129. Observational Work Experience Placement**

- 129.1 The Department and the Provider acknowledge and agree that the objective of Observational Work Experience Placements is to enable eligible Participants to undertake short-term, unpaid, observational work experience placements to build soft skills and gain a better understanding of the workplace or potential career opportunities.
- 129.2 The Provider may, in accordance with Section B3.1 – Activities for Participants, Section B3.2 - Work health and safety and any Guidelines, arrange Observational Work Experience Placements for eligible Participants.
- 129.3 The Provider must not place a Participant into an Observational Work Experience Placement if the Participant is aged less than 15 years.
- 129.4 When arranging an Observational Work Experience Placement, the Provider must, in accordance with any Guidelines:
- (a) ensure that the Host Organisation is eligible to host an Observational Work Experience Placement; and
  - (b) negotiate and execute a Host Organisation Agreement with the relevant Host Organisation and Participant.

### 130. Local Jobs Program

- 130.1 The Department and the Provider acknowledge and agree that:
- (a) the objective of the Local Jobs Program is to support employment growth in each Employment Region, with a focus on tailored approaches to reskilling, upskilling and employment pathways for eligible Participants that meet Employer needs;
  - (b) Local Jobs and Skills Taskforces have been established in each Employment Region to identify key employment priorities in the relevant Local Jobs Plan, facilitate the design of targeted Local Jobs Program Activities that meet the priorities of the Local Jobs Plan and strengthen linkages between stakeholders;
  - (c) all Local Jobs Program Activities must have an eligible Workforce Australia Employment Services Provider, Workforce Australia - Transition to Work Provider or ParentsNext Provider as a Local Jobs Program Activity Partner; and
  - (d) Participants may participate in Local Jobs Program Activities managed by a Local Jobs Program Activity Partner.
- 130.2 If the Provider is a Local Jobs Program Activity Partner, the Provider must, in accordance with Section B3.1 – Activities for Participants, Section B3.2 - Work health and safety and any Guidelines:
- (a) support Local Jobs Program Activities;
  - (b) advertise Local Jobs Program Activities on the Department's IT Systems;
  - (c) identify eligible and potentially suitable Participants for Local Jobs Program Activities; and
  - (d) make Local Jobs Program Activities available to other eligible participants on the caseload of other Workforce Australia Employment Services Providers.
- 130.3 If the Provider is not a Local Jobs Program Activity Partner, the Provider may, in accordance with any Guidelines, identify eligible and potentially suitable Participants and refer them to a Local Jobs Program Activity.

### 131. Workforce Specialist Projects

- 131.1 The Department and the Provider acknowledge and agree that:
- (a) the objective of Workforce Specialist Projects is to meet the workforce needs of key industries and occupations identified in the Workforce Connections Plan by connecting them to suitable job seekers, including Participants; and
  - (b) Participants may participate in projects managed by a Workforce Australia - Workforce Specialist.
- 131.2 The Provider must, in accordance with any Guidelines, identify eligible and potentially suitable Participants for Workforce Specialist Projects and refer them to the relevant Workforce Australia - Workforce Specialists.

131.3 Where a Participant referred to a Workforce Australia - Workforce Specialist is assessed by the Workforce Australia - Workforce Specialist as:

- (a) not eligible;
- (b) eligible but not suitable to participate in a Workforce Specialist Project; or
- (c) not having capacity to participate in a Workforce Specialist Project,

the Workforce Australia - Workforce Specialist will inform the Provider that the referral is rejected, and the Provider must take action in accordance with any Guidelines.

### **132. Launch into Work**

132.1 The Department and the Provider acknowledge and agree that the objective of Launch into Work is to deliver tailored pre-employment placements to build the skills and experience of job seekers for entry level roles.

132.2 The Provider must, in accordance with any Guidelines, identify eligible and potentially suitable Participants for Launch into Work Placements and refer them to the relevant Launch into Work Organisation.

### **133. Employability Skills Training**

133.1 The Department and the Provider acknowledge and agree that:

- (a) the objectives of EST are to:
  - (i) enhance the employability of EST Participants through targeted training and work trials; and
  - (ii) support EST Participants to understand the expectations of employers in both the recruitment process and as a new employee in the workplace;
- (b) EST is a Complementary Program delivered by EST Providers;
- (c) Participants can be referred to an EST Course under a fee-for-service arrangement paid by the Provider; and
- (d) the EST Provider may place a Participant who has commenced an EST Course in a work trial placement where the Participant is considered a suitable match and agrees to complete a PaTH Internship or NWEF Placement.

133.2 The Provider may, in accordance with Section B3.1 – Activities for Participants and any Guidelines, refer EST Eligible Participants to EST Courses with available places which have been scheduled by EST Providers in the Department's IT Systems.

133.3 The Provider must not refer a Participant to an EST Course if:

- (a) the Participant is:
  - (i) aged less than 15 years; and/or



- (ii) not receiving an Income Support Payment; and/or
  - (b) subject to any Guidelines, to do so would exceed the Referral Cap.
- 133.4 Before referring a Participant to an EST Course, the Provider must, in accordance with any Guidelines, confirm that:
  - (a) the Participant is an EST Eligible Participant;
  - (b) the EST Training Block 1 Course and/or Training Block 2 Course, as applicable, is suitable for the Participant; and
  - (c) the Participant has the capacity to undertake the EST Course on a full-time basis or on a part-time basis, as relevant.
- 133.5 The Provider must, for each Participant referred to an EST Course, pay the relevant EST Provider in accordance with any Guidelines.

#### **134. Career Transition Assistance**

- 134.1 The Department and the Provider acknowledge and agree that:
  - (a) the objectives of CTA are to:
    - (i) enhance the digital literacy and employability of CTA Eligible Participants through training and work trials; and
    - (ii) support CTA Eligible Participants to understand their existing skills, and identify and address any skills gaps or barriers for local Vacancies or industries in demand;
  - (b) CTA is a Complementary Program delivered by CTA Providers;
  - (c) CTA is targeted at Participants aged at least 45 years; and
  - (d) the CTA Provider may place a CTA Eligible Participant who has completed a CTA Course in an NWEF Placement where the CTA Eligible Participant is considered a suitable match and wants to complete an NWEF Placement.
- 134.2 The Provider may, in accordance with Section B3.1 – Activities for Participants and any Guidelines, refer CTA Eligible Participants to CTA Courses with available places which have been scheduled by CTA Providers in the Department's IT Systems.
- 134.3 For each CTA Eligible Participant who the Provider refers to a CTA Course, the Provider must:
  - (a) attend a Personal Handover Meeting; and
  - (b) comply with any requirements specified in any Guidelines with respect to the CTA Eligible Participant's attendance at, and completion of, the CTA Course.
- 134.4 The Provider must not refer a Participant to a CTA Course if:
  - (a) the Participant is aged less than 45 years; and/or

- (b) subject to any Guidelines, to do so would exceed the Referral Cap.

### **135. Self-Employment Assistance**

- 135.1 The Department and the Provider acknowledge and agree that:
- (a) the objective of Self-Employment Assistance is to encourage people to consider self-employment as an alternative to traditional employment by supporting people to start and run a viable small business;
  - (b) Self-Employment Assistance is a Complementary Program delivered by Self-Employment Assistance Providers;
  - (c) Self-Employment Assistance has broad eligibility; and
  - (d) the Provider may be eligible for a Partial Outcome Payment in respect of a Self-Employment Assistance Participant formerly on the Provider's Caseload.

Note: Self-Employment Assistance Providers will place Participants in Self-Employment Assistance Activities on the Department's IT Systems.

- 135.2 The Provider must ensure that any Participant who expresses an interest in self-employment is made aware of Self-Employment Assistance.
- 135.3 The Provider may, in accordance with any Guidelines, refer Participants identified as suitable for self-employment to a Self-Employment Assistance Provider.
- 135.4 Where a Participant referred to a Self-Employment Assistance Provider is assessed by the Self-Employment Assistance Provider as:
- (a) not Self-Employment Assistance Eligible;
  - (b) Self-Employment Assistance Eligible, but not suitable to participate; or
  - (c) not participating appropriately in Self-Employment Assistance Small Business Training,

the Self-Employment Assistance Provider will inform the Provider that the referral is rejected, and the Provider must take action in accordance with any Guidelines.

### **136. Skills for Education and Employment**

- 136.1 The Department and the Provider acknowledge and agree that Participants may require accredited training to build their vocational language, literacy, digital and numeracy skills to improve their employability.
- 136.2 The Provider may, in accordance with any Guidelines, refer any SEE Eligible Participant to a SEE Provider to undertake a SEE Training Course.
- 136.3 Before referring a Participant to undertake a SEE Training Course, the Provider must, in accordance with any Guidelines, confirm that:
- (a) the Participant is a SEE Eligible Participant;

- (b) the Participant has the capacity to undertake the SEE Training Course on a full-time basis or part-time basis, as relevant; and
- (c) the SEE Training Course is an appropriate activity for the Participant.

136.4 The Provider may arrange for a Participant to participate in AMEP or another accredited foundation skills program in accordance with the Participant's program eligibility and suitability, and any Guidelines, if the Provider considers that the SEE program is not an appropriate form of accredited skills training for the Participant.

### **137. Non-vocational assistance and interventions**

137.1 The Department and the Provider acknowledge and agree that Participants may require assistance and interventions to address their Non-vocational Barriers.

137.2 The Provider may, in accordance with any Guidelines, arrange Non-vocational assistance and interventions based on the Participant's individual needs, which may include:

- (a) parenting courses;
- (b) financial courses;
- (c) mental health support services;
- (d) cultural services;
- (e) personal development;
- (f) drug or alcohol treatment;
- (g) counselling; and/or
- (h) medical or health related services.

137.3 The Provider must pay any Subcontractor or third party engaged to deliver Non-vocational assistance and intervention, and may be able to claim Reimbursement through the Employment Fund in accordance with clause 150.

## CHAPTER B4 – PARTICIPANT REQUIREMENTS AND COMPLIANCE

### Section B4.1 – Targeted Compliance Framework

#### 138. Targeted Compliance Framework - General

- 138.1 The Department and the Provider acknowledge and agree that:
- (a) Workforce Australia Employment Services Providers have a key role in assisting Participants to understand and meet their Mutual Obligation Requirements while participating in Workforce Australia Services;
  - (b) in managing Mutual Obligations and, where necessary, applying the Targeted Compliance Framework, Workforce Australia Employment Services Providers are expected to act sensitively and accurately, recognising the potential implications for Participants and their Income Support Payments;
  - (c) it is essential that the Provider's Personnel and any Subcontractors, who have been delegated powers in this area under the Social Security Law, are trained and understand the Targeted Compliance Framework;
  - (d) under the Targeted Compliance Framework, a Participant (Mutual Obligation)'s Income Support Payment may be suspended, reduced and/or cancelled if the Participant commits a:
    - (i) Mutual Obligation Failure (i.e. fails to comply with obligations such as compulsory requirements in their Job Plan (such as their Points Requirement), attending appointments, undertaking activities, or taking action to gain employment) without a Valid Reason;
    - (ii) Work Refusal Failure (i.e. refuses or fails to accept an offer of suitable paid work); or
    - (iii) Unemployment Failure (i.e. becomes unemployed because of a voluntary act (except a reasonable act) or misconduct); and
  - (e) the Provider must for each Participant (Mutual Obligation):
    - (i) actively monitor and manage Mutual Obligation Requirements;
    - (ii) ensure that Participants (Mutual Obligation) are aware of their requirements and are able to meet them; and
    - (iii) when required, conduct a Capability Interview in accordance with clause 145.2 and any Guidelines.

### Section B4.2 – Mutual Obligation Requirements and Compulsory Requirements

#### 139. Mutual Obligation Requirements – General

- 139.1 The Department and the Provider acknowledge and agree that:

- (a) Participants (Mutual Obligation) have Mutual Obligation Requirements that they must meet in order to receive their Income Support Payments;
- (b) Disability Support Pension Recipients (Compulsory Participation Requirements) have requirements that they must meet in order to receive their Income Support Payments;
- (c) Participants other than those specified in clauses 139.1(a) and (b) do not have any set requirements; and
- (d) in Workforce Australia Services, Participants have flexibility and choice, working with their Provider, as to how they meet their Mutual Obligation Requirements, through PBAS, noting that, under PBAS:
  - (i) Participants will often have a Points Target, including a Job Search Requirement, that needs to be met each Points Reporting Period; and
  - (ii) Participants may be required to undertake a Mandatory Activity.

#### **140. General requirements - Participants (Mutual Obligation)**

140.1 For each Participant (Mutual Obligation), the Provider must, in accordance with any Guidelines:

- (a) ensure that the Participant understands:
  - (i) their Mutual Obligation Requirements;
  - (ii) their personal responsibility to self-report participation against their Mutual Obligation Requirements (unless the Participant is assessed as not being capable of self-reporting under clause 143.1);
  - (iii) the circumstances in which a Mutual Obligation Failure, Work Refusal Failure, Unemployment Failure and failure to meet a Reconnection Requirement can occur; and
  - (iv) the consequences for the Participant's Income Support Payment if the Participant persistently commits Mutual Obligation Failures without a Reasonable Excuse, commits a Work Refusal Failure without a Reasonable Excuse, commits an Unemployment Failure, or fails to meet a Reconnection Requirement;
- (b) assess the Participant's capability to take personal responsibility for self-reporting in accordance with clauses 143.2 and 144;
- (c) actively monitor and record the Participant's participation against their Mutual Obligation Requirements in accordance with clause 143;
- (d) respond to any non-compliance by the Participant with their Mutual Obligation Requirements in accordance with Section B4.3 – Compliance action; and
- (e) confirm the Participant's contact details.

## **141. General requirements - Disability Support Pension Recipients (Compulsory Participation Requirements)**

- 141.1 For each Disability Support Pension Recipient (Compulsory Participation Requirements) in Workforce Australia Services, the Provider must, in accordance with any Guidelines:
- (a) notify the Participant of the full details of any requirement that the Participant must meet to remain eligible for Income Support Payments;
  - (b) monitor the participation of the Disability Support Pension Recipient (Compulsory Participation Requirements); and
  - (c) if the Provider determines that the Participant has not attended an Appointment, entered into a current Job Plan or appropriately participated in any Activities, as specified in any Guidelines, promptly take action in accordance with any Guidelines.

## **142. Mandatory Activity Requirement**

- 142.1 The Delegate must, in accordance with any Guidelines, for each Participant (Mutual Obligation):
- (a) identify if the Participant is required to undertake a Mandatory Activity, at the end of:
    - (i) subject to clause 142.1(a)(ii), a six month Period of Service if the Participant is Commenced in Workforce Australia Services; or
    - (ii) a three month Period of Service, if the Participant is Referred from Workforce Australia Online following a Period of Registration of 12 months or more in Workforce Australia Online;
  - (b) if the Delegate identifies that the Participant is required to undertake a Mandatory Activity under clause 142.1(a), set an appropriate Mandatory Activity, noting that Work for the Dole is the default activity, by recording the Activity in the Participant's Job Plan as a Mandatory Activity Requirement; and
  - (c) if the Delegate sets an appropriate Mandatory Activity under clause 142.1(b):
    - (i) ensure that the Participant is aware of the Mandatory Activity Requirements relating to the Mandatory Activity; and
    - (ii) ensure that the Participant understands:
      - (A) how to report details of their participation in, and completion of, the Mandatory Activity, either by self-reporting or, if assessed as not being capable of self-reporting, by providing an update directly to the Provider; and
      - (B) the consequences of failure to participate in the Mandatory Activity.
- 142.2 Clause 145 will apply if the Participant (Mutual Obligation) fails to meet their Mandatory Activity Requirement.

### **143. Personal responsibility and reporting**

143.1 For each Participant (Mutual Obligation), the Provider must, when entering into or updating a Job Plan, assess the Participant's capability to take personal responsibility for self-reporting participation, in accordance with any Guidelines, and record the result of this assessment in the Department's IT Systems.

143.2 For each Participant (Mutual Obligation), the Provider must, in accordance with any Guidelines:

- (a) if the Provider assesses the Participant as capable of self-reporting, confirm the Participant's self-reporting of; or
- (b) if the Provider assesses the Participant as not capable of self-reporting, record for the Participant,

the Participant's participation against each of the Mutual Obligation Requirements scheduled in their Electronic Calendar and any other requirements specified in any Guidelines.

### **144. Active management of Mutual Obligation Requirements**

144.1 If the Provider is satisfied that a Participant (Mutual Obligation) has an Acceptable Reason for being unable to comply with a Mutual Obligation Requirement on the date or at the time the Mutual Obligation Requirement is scheduled to occur:

- (a) in their Electronic Calendar, the Provider must reschedule or remove the Mutual Obligation Requirement from the Electronic Calendar in accordance with any Guidelines; or
- (b) outside their Electronic Calendar, the Provider must comply with any Guidelines in managing the Mutual Obligation Requirement.

Note: A Participant (Mutual Obligation) will not commit a Mutual Obligation Failure if the relevant Mutual Obligation Requirement is rescheduled or removed by the Provider in accordance with clause 144.1.

## **Section B4.3 – Compliance action**

### **145. Compliance actions – Participants (Mutual Obligation)**

145.1 If the Provider becomes aware that a Participant (Mutual Obligation) has:

- (a) apparently committed a Mutual Obligation Failure;
- (b) apparently committed a Work Refusal Failure; or
- (c) become unemployed apparently as:
  - (i) a direct or indirect result of a voluntary act of the Participant; or
  - (ii) a result of the Participant's misconduct as an employee,

the Provider must, subject to any Guidelines:

- (d) attempt to contact the Participant on the same Business Day on which the Provider becomes aware of the apparent Mutual Obligation Failure, the apparent Work Refusal Failure, or the unemployment; and
- (e) if there is:
  - (i) contact between the Provider and the Participant on that day, during that contact; or
  - (ii) no contact between the Provider and the Participant on that day, and where the Participant later contacts the Provider,immediately take the action specified in any Guidelines.

Note: In complying with any Guidelines regarding a Mutual Obligation Failure, the Provider must assess whether the Participant has a Valid Reason.

### **Capability Interview**

145.2 The Provider must conduct a Capability Interview:

- (a) in person, face-to-face, except in allowable circumstances as specified in any Guidelines; and
- (b) otherwise in accordance with any Guidelines,

with a Participant (Mutual Obligation) if the Department's IT Systems specify that the Participant's Reconnection Requirement is a Capability Interview.

### **Capability Assessment**

145.3 Where Services Australia has conducted a Capability Assessment for a Participant (Mutual Obligation), the Provider must:

- (a) review the outcome of the Capability Assessment and action any recommendations from Services Australia arising from the outcome; and
- (b) take any action specified in any Guidelines.

### **Removing Demerits**

145.4 Where a Participant (Mutual Obligation) has incurred a Demerit for a Mutual Obligation Failure, the Provider must, in the circumstances specified in, and in accordance with, any Guidelines, remove the Demerit and change the related Reconnection Requirement (if required).

## **146. Compliance actions – Disability Support Pension Recipients (Compulsory Participation Requirements)**

146.1 Where the Provider becomes aware that any Disability Support Pension Recipient (Compulsory Participation Requirements) who is being serviced under Workforce Australia Services has failed to comply with one or more of their Mutual Obligation Requirements by failing to:

- (a) attend an Appointment;



- (b) enter into a current Job Plan; or
- (c) appropriately participate in any Activities as specified in any Guidelines,

the Provider must attempt to contact the Disability Support Pension Recipient (Compulsory Participation Requirements) on the same Business Day that the Provider becomes aware of the failure to comply, and take any action specified in any Guidelines.

## **CHAPTER B5 – SERVICING EMPLOYERS**

### **Section B5.1 – Vacancy Management**

#### **147. Vacancy management**

147.1 The Provider must, in accordance with any Guidelines:

- (a) lodge every Vacancy (which is not an Unsuitable position) that it creates or obtains on the Department's IT Systems; and
- (b) ensure that the details of each Vacancy lodged on the Department's IT Systems are complete, up-to-date, and comply with any conditions of use as specified in any Guidelines.

Note: The Provider may lodge more than one similar vacant position with the same Employer as a Vacancy on the Department's IT Systems.

147.2 The Provider must, in accordance with any Guidelines:

- (a) refer suitable Participants to Employers with Vacancies;
- (b) advise Participants (Mutual Obligation) that they are required to take any suitable job they are referred to and offered by the Employer, and of the consequences of failing to do so;
- (c) record the Job Placement Start Date in the Department's IT Systems within 56 days of each Participant commencing in (as relevant):
  - (i) Employment, where the Participant is successful in gaining Employment; or
  - (ii) Unsubsidised Self-Employment.

#### **148. Harvest Work**

148.1 The Department and the Provider acknowledge and agree that:

- (a) Employers in the horticultural industry seeking to recruit workers can advertise Vacancies and receive support to source workers as part of Harvest Trail Services;
- (b) Harvest Trail Services are delivered by Harvest Trail Services Providers;

- (c) the Provider may be eligible for a Harvest Work Outcome Payment under clause 155; and
- (d) Participants who are referred to an HTS Provider are called Harvest Workers.

148.2 The Provider must, in accordance with any Guidelines:

- (a) refer to an HTS Provider any Participant who has expressed interest in a Harvest Placement; and
- (b) manage and report on Harvest Workers.

## **Section B5.2 – Financial Incentives**

### **149. Financial Incentives – General**

149.1 The Department and the Provider acknowledge and agree that:

- (a) there is a range of Financial Incentives accessible through Workforce Australia Services that Providers can use when tailoring support for Employers and for Participants to obtain and sustain Employment;
- (b) the Provider may also be asked to draw upon these resources to assist with projects delivered by Workforce Australia - Workforce Specialists, Employment Facilitators or the Department;
- (c) the Provider must do all things necessary to ensure payments relating to Financial Incentives are made in accordance with this Deed and any Guidelines; and
- (d) the Provider must maintain proper and diligent control over the incurring of all liabilities in relation to these payments.

149.2 The Provider must offer, manage, deal with enquiries and report on Financial Incentives in accordance with any Guidelines.

### **150. Employment Fund**

150.1 The Department and the Provider acknowledge and agree that the Employment Fund is a flexible pool of funds held by the Department which may be accessed by Workforce Australia Employment Services Providers for Reimbursement of purchases of goods or services, or Wage Subsidies (excluding the Youth Bonus Wage Subsidy), that genuinely assist Participants to build experience and skills to get a job.

150.2 Subject to clause 150.3, the Employment Fund will be credited once, in the amounts and at the times specified in Table 1 of ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS.

150.3 For each Transitioned Participant that Commences in Workforce Australia Services, the Employment Fund will be credited once in the amount and at the time specified in Table 2A or Table 2B in ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS as relevant, according to the date on which the Transitioned Participant Commences in Workforce Australia Services (and not in accordance with clause 150.2).

- 150.4 In addition to 150.2 and 150.3, for each Participant who is transferred to the Provider from another Workforce Australia Employment Services Provider as a result of the Department:
- (a) not extending or ending a Licence; or
  - (b) reducing the Business Share,
- of the other Workforce Australia Employment Services Provider, the Employment Fund will be credited in accordance with Table 3 in ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS on the Participant's Commencement.
- 150.5 Where a Participant is identified as subject to a Structural Adjustment Program, the Employment Fund will be credited in accordance with any Guidelines.
- 150.6 The Provider may only transfer Employment Fund credits in accordance with any Guidelines.
- 150.7 The Provider may only seek Reimbursements from the Employment Fund in accordance with any Guidelines and the credits available to them as specified in the Department's IT Systems at the time of the Provider's claim.
- 150.8 The Department may, at any time:
- (a) impose limits upon the Provider's access to the Employment Fund;
  - (b) increase or reduce the amounts credited to the Employment Fund;
  - (c) place limits on or restrict the Provider's ability to transfer amounts credited to the Employment Fund between its Sites; and
  - (d) take any other action as specified in any Guidelines.
- 150.9 The Provider must not represent notional credits allocated to it in the Employment Fund in its financial accounts.
- 150.10 Each claim for Reimbursement must be rendered by the Provider to the Department:
- (a) for a Reimbursement from the Employment Fund, no more than 56 days after the relevant purchase has been made by the Provider or as otherwise specified in any Guidelines; or
  - (b) for a Reimbursement of a Wage Subsidy from the Employment Fund, no more than 56 days after the end of the relevant Wage Subsidy Placement or as otherwise specified in any Guidelines.

Note: For Youth Bonus Wage Subsidies, the timeframe requirement for rendering claims for Reimbursement is set out in clause 151.5.

## **151. Wage Subsidies**

- 151.1 This clause 151 applies to both Wage Subsidies Reimbursed from the Employment Fund and Youth Bonus Wage Subsidies.

- 151.2 The Provider may, in accordance with any Guidelines, negotiate a Wage Subsidy Agreement with a Wage Subsidy Employer with respect to a Wage Subsidy Participant.
- 151.3 The Provider must only pay a Wage Subsidy to a Wage Subsidy Employer with respect to a Wage Subsidy Participant in accordance with any Guidelines.

### **Reimbursement**

- 151.4 Once the Provider has properly paid a Wage Subsidy in accordance with clause 151.3, the Provider may submit a claim for Reimbursement through the Department's IT Systems, but must only do so:
- (a) in accordance with this clause 151 and any Guidelines; and
  - (b) for Wage Subsidies Reimbursed from the Employment Fund, also in accordance with clause 150.
- 151.5 Each claim for Reimbursement of a Youth Bonus Wage Subsidy must be rendered by the Provider to the Department no more than 56 days after the end of the relevant Wage Subsidy Placement or as otherwise specified in any Guidelines.

Note: For Wage Subsidies Reimbursed from the Employment Fund, the timeframe requirement for rendering claims for Reimbursement is set out in clause 150.10(b).

- 151.6 The Department will Reimburse the Provider for each Wage Subsidy that has been:
- (a) paid and properly claimed by the Provider in accordance with this clause 151 and any Guidelines; and
  - (b) for Wage Subsidies Reimbursed from the Employment Fund, also properly claimed by the Provider in accordance with clause 150.
- 151.7 The Provider agrees that the Department is under no obligation to Reimburse the Provider for a Wage Subsidy paid by the Provider where the Provider has failed to make a claim for Reimbursement:
- (a) in accordance with this clause 151 and any Guidelines; and
  - (b) for Wage Subsidies Reimbursed from the Employment Fund, also in accordance with clause 150.

## **152. PaTH Internship Host Payments**

- 152.1 The Provider must only pay a PaTH Internship Host Payment to a Host Organisation with respect to a PaTH Internship for a Participant if the Provider has:
- (a) confirmed that:
    - (i) the Participant is a PaTH Intern;
    - (ii) the Host Organisation satisfies the eligibility requirements to host a PaTH Internship and receive a PaTH Internship Host Payment; and
    - (iii) the PaTH Intern has commenced in the relevant PaTH Internship;

- (b) arranged the PaTH Internship, and placed the Participant into the PaTH Internship, in accordance with clause 127; and
- (c) entered into a PaTH Internship Agreement in relation to the PaTH Internship with the relevant PaTH Intern and the Host Organisation,

and done so in accordance with any Guidelines.

- 152.2 The Provider must not pay a PaTH Internship Host Payment to a Host Organisation if the relevant Participant has previously undertaken a PaTH Internship with the Host Organisation, unless otherwise specified in any Guidelines.
- 152.3 The Provider must pay the relevant Host Organisation a PaTH Internship Host Payment from the Provider's own funds for each Participant who commences in a PaTH Internship no later than five Business Days after the Participant commences in the PaTH Internship, unless otherwise agreed by the Host Organisation.
- 152.4 Subject to any contrary provision specified in any Guidelines, the Provider must ensure that each payment of a PaTH Internship Host Payment is paid:
- (a) from the Provider's own funds;
  - (b) to the relevant Host Organisation; and
  - (c) otherwise in accordance with any Guidelines.

### **Reimbursement**

- 152.5 Subject to this Deed including any Guidelines, the Department will pay the Provider a Reimbursement for each PaTH Internship Host Payment that the Provider has paid and properly claimed in accordance with this clause 152 and any Guidelines.
- 152.6 Where the Provider arranges a PaTH Internship for a Participant with the Provider's Own Organisation, a Related Entity or a Subcontractor, the Provider must not claim, and the Department will not pay the Provider, a Reimbursement of a PaTH Internship Host Payment in relation to that PaTH Internship.
- 152.7 Each claim for Reimbursement under this clause 152 must be rendered by the Provider to the Department no more than 56 days after the end of the relevant PaTH Internship.

### **153. NWEF Host Payments**

- 153.1 The Provider must only pay an NWEF Host Payment to a Host Organisation with respect to an NWEF Placement for a Participant if the Provider has:
- (a) confirmed that:
    - (i) the Participant is eligible to be placed in the NWEF Placement;
    - (ii) the Host Organisation satisfies the eligibility requirements to host an NWEF Placement and receive an NWEF Host Payment; and
    - (iii) the Participant has commenced in the relevant NWEF Placement;

- (b) arranged the NWEF Placement, and placed the Participant into the NWEF Placement, in accordance with clause 128; and
- (c) entered into a Host Organisation Agreement in relation to the NWEF Placement with the relevant Participant and Host Organisation,

and done so in accordance with any Guidelines.

- 153.2 The Provider must not pay an NWEF Host Payment to a Host Organisation if the relevant Participant has previously undertaken an NWEF Placement with the Host Organisation, unless otherwise specified in any Guidelines.
- 153.3 The Provider must pay the relevant Host Organisation an NWEF Host Payment from the Provider's own funds for each Participant who commences in an NWEF Placement no later than five Business Days after the Participant commences in the NWEF Placement, unless otherwise agreed by the Host Organisation.
- 153.4 Subject to any contrary provision specified in any Guidelines, the Provider must ensure that each payment of a NWEF Host Payment is paid:
- (a) from the Provider's own funds;
  - (b) to the relevant Host Organisation; and
  - (c) otherwise in accordance with any Guidelines.

### **Reimbursement**

- 153.5 Subject to this Deed including any Guidelines, the Department will pay the Provider a Reimbursement for each NWEF Host Payment that the Provider has paid and properly claimed in accordance with this clause 153 and any Guidelines.
- 153.6 Where the Provider arranges an NWEF Placement for a Participant with the Provider's Own Organisation, a Related Entity or a Subcontractor, the Provider must not claim, and the Department will not pay the Provider, a Reimbursement of a NWEF Host Payment in relation to that NWEF Placement.
- 153.7 Each claim for Reimbursement under this clause 153 must be rendered by the Provider to the Department no more than 56 days after the end of the relevant NWEF Placement.

## **CHAPTER B6 – PAYMENTS**

### **Section B6.1 – Payments**

#### **154. Upfront Payments**

##### **General**

- 154.1 The Department recognises the need to encourage early investment in Participants through Upfront Payments. Upfront Payments include:
- (a) Engagement Payments; and
  - (b) Transfer Payments.

### **Engagement Payments**

154.2 Subject to this Deed including any Guidelines, the Department will pay the Provider an Engagement Payment as specified in Table 4 of ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS for each Participant who:

- (a) is Referred to the Provider, Commences and is in receipt of an Income Support Payment; or
- (b) Directly Registers with the Provider and Commences,

provided that the Participant has not:

- (c) been transferred to the Provider from another Workforce Australia Employment Services Provider; or
- (d) within the same Period of Unemployment, previously been commenced on the caseload of another Workforce Australia Employment Services Provider.

### **Transfer Payments**

154.3 Subject to this Deed including any Guidelines, the Department will pay the Provider a Transfer Payment as specified in Table 4 of ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS for each Participant who is Referred to the Provider and Commences, unless the Provider is entitled to an Engagement Payment with respect to the Commencement of that Participant.

Note: For avoidance of doubt, the Provider is entitled (subject to this Deed) to a Transfer Payment in respect of Participants who are transferred to the Provider from another Workforce Australia Employment Services Provider, or who are returning (within the same Period of Unemployment) to Workforce Australia Services from another employment service, including Workforce Australia Online, Transition to Work, Disability Employment Services or the Community Development Program.

### **Limits on Upfront Payments**

154.4 The Department will only pay the Provider an Upfront Payment where the Provider has complied with any Guidelines in relation to Upfront Payments.

154.5 The Department will not pay, and the Provider must not claim, within a single Period of Unemployment for any Participant, more than one Upfront Payment with respect to the Commencement of the Participant.

154.6 The amount of any Upfront Payment regarding any Participant who is Commenced within a period of six months prior to the relevant Licence End Date will be the amount Notified by the Department.

## **155. Outcome Payments**

155.1 The Department encourages and rewards Providers for achieving sustainable Employment Outcomes and Harvest Work Outcomes for Participants through Outcome Payments.

### **Employment Outcomes**

- 155.2 Subject to this Deed including any Guidelines, the Department will pay the Provider an Employment Outcome Payment as specified in Table 5A of ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS for an Employment Outcome:
- (a) where a Participant who was Commenced on the Provider’s Caseload at or on the date that they began the relevant Job Placement, unless clause 155.2(b) or 155.2(c) applies;
  - (b) that is a Partial Outcome under paragraph (i) in Row 1 (Partial Outcome), Column D of Table 1 in ANNEXURE B2 – OUTCOMES, where a Participant who was Commenced on the Provider’s Caseload on the date of their Self-Employment Assistance Commencement; or
  - (c) that is a Full Outcome under paragraph (i) in Row 2 (Full Outcome), Column D of Table 1 in ANNEXURE B2 – OUTCOMES, where a Participant who was Commenced on the Provider’s Caseload on the date of the Significant Increase in Income,
- has satisfied the requirements for an Employment Outcome as specified in Row 1 or Row 2 of Table 1 in ANNEXURE B2 – OUTCOMES, as relevant; or
- (d) where a Participant:
    - (i) participates in Pre-existing Employment; and
    - (ii) has satisfied the requirements for a Significant Increase in Pre-existing Employment (including by satisfying the requirements for an Employment Outcome as specified in Row 1 or Row 2 of Table 2 in ANNEXURE B2 – OUTCOMES) during the Participant’s Period of Registration.

### **Harvest Work Outcomes**

- 155.3 The Department acknowledges the Provider's commitment to collaborate with local HTS Providers to meet Employer demand and support Participants to gain and maintain Harvest Work, and recognises this through Harvest Work Outcome Payments.
- 155.4 Subject to this Deed, the Department will pay the Provider a Harvest Work Outcome Payment as specified in Table 5B in ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS where:
- (a) a Harvest Worker who is Commenced on the Provider’s Caseload on the date of the Harvest Work Outcome Start Date has satisfied the requirements for a Harvest Work Outcome; and
  - (b) the Harvest Worker was in receipt of an Income Support Payment on the Harvest Work Outcome Start Date.
- 155.5 Where a Harvest Worker is the subject of a Harvest Placement and obtains ongoing Employment in the relevant position, the Provider may choose to claim either the relevant Harvest Work Outcome or the relevant Employment Outcome once the requirements for that Outcome are met.



Note: If the Provider chooses to claim a Harvest Work Outcome for the relevant Employment, the Provider will no longer be able to claim an Employment Outcome for it, and vice versa.

### **Placement in a Vacancy by another organisation**

155.6 For the avoidance of doubt, the Provider may claim and the Department will pay the applicable Outcome Payment where:

(a) a Participant was Commenced on the Provider's Caseload:

(i) on the date that they began the relevant Job Placement; or

(ii) on the relevant Outcome Start Date,

even if the Participant was placed in the relevant Vacancy by another Workforce Australia Employment Services Provider, an EST Provider, a CTA Provider, a Workforce Australia - Workforce Specialist or any other organisation specified in any Guidelines; and

(b) all requirements of this clause 155 are met.

### **Limits on Outcome Payments**

155.7 The Department will only pay the Provider an Outcome Payment where:

(a) the Provider has made a claim in accordance with any Guidelines for the relevant Outcome Payment to the Department no later than 12 months after the relevant Licence End Date and the Department accepts the claim;

(b) data and/or Documentary Evidence is entered into the Department's IT Systems (either by Services Australia or, where relevant, by the Provider, a Self-Employment Assistance Provider or the HTS Provider) confirming the Job Placement Start Date or the Harvest Work Outcome Start Date, as relevant, and the satisfaction of the requirements of an Employment Outcome or a Harvest Work Outcome, as relevant;

(c) the Provider has, when recording the relevant Vacancy in the Department's IT Systems, selected the correct Vacancy type as specified by any Guidelines;

(d) the Provider confirms that the requirements for the Outcome Payment have been met through a declaration in the Department's IT Systems; and

(e) the Provider has complied with any Guidelines relating to Outcome Payments.

155.8 The Department will not pay the Provider, and the Provider must not claim, an Outcome Payment under clauses 155.2 or 155.4:

(a) on a pro rata basis;

(b) in relation to a Non-Payable Outcome;

(c) where the relevant Harvest Work Outcome Start Date occurs outside of the Harvest Worker's Period of Registration;

- (d) for a Full Outcome which satisfies paragraph (d) or (i) in Row 2 (Full Outcome), Column D of Table 1 in ANNEXURE B2 – OUTCOMES, and for a Partial Outcome which satisfies paragraph (d) in Row 1 (Partial Outcome), Column D of Table 1 in ANNEXURE B2 – OUTCOMES, where:
  - (i) the Participant is placed into Employment; and
  - (ii) the Participant ceases to receive the relevant Income Support Payment due to reasons other than participating in that Employment, including as specified in any Guidelines;
- (e) except as otherwise provided for in any Guidelines, if the Outcome Period for the Outcome overlaps with the Outcome Period for another Outcome that has already been claimed in relation to the same Participant by any Workforce Australia Employment Services Provider, NEST Provider or jobactive Provider;
- (f) where the Provider is also the HTS Provider in relation to a relevant Harvest Worker, and the Provider has received an outcome payment in connection with the relevant Harvest Placement under the Harvest Trail Services Deed;
- (g) where the Provider is prohibited from claiming the relevant Outcome Payment under clause 155.9; or
- (h) in any other circumstances specified in any Guidelines.

155.9 The Provider must not claim, and the Department will not pay, more than a maximum of four Outcome Payments for:

- (a) a 4 Week Period for an Employment Outcome; and/or
- (b) a Harvest Work 4 Week Outcome,

for any single Participant over any one 12 month period.

155.10 The Provider acknowledges and agrees that if a Participant moves from a Specified Complementary Program into Employment or an activity that satisfies the requirements for an Employment Outcome, the Provider may only claim, and the Department will only pay, an amount equal to the difference between:

- (a) the Outcome Payment payable under this Deed in relation to the Employment or activity; and
- (b) the fee, if any, paid by the Commonwealth to the provider of the Specified Complementary Program.

## **156. Very Long Term Unemployment Bonus**

156.1 The Department recognises the importance of providing an incentive to assist very long term unemployed Participants towards and into Employment through the Very Long Term Unemployment Bonus.

156.2 Subject to this Deed, the Department will pay the Provider a Very Long Term Unemployment Bonus as specified Table 6 of ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS where:

- (a) the Participant's Period of Unemployment is longer than 24 months at the time of the relevant Job Placement Start Date, Self-Employment Assistance Commencement or Harvest Work Outcome Start Date; and
- (b) the Provider has complied with any Guidelines relating to the Very Long Term Unemployment Bonus.

### **157. Progress Payments**

157.1 The Department recognises the investment made by the Provider in supporting a Participant to improve their job readiness and progress toward Employment through Progress Payments.

157.2 Subject to this Deed, the Department will pay the Provider a Progress Payment as specified in Table 7 of ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS for each Participant, once within every 24 month period during the Participant's Period of Service, when there is an improvement in the Participant's employment prospects, as determined in accordance with any Guidelines, through the provision of Workforce Australia Services by the Provider, provided that:

- (a) a Progress Payment has not already been claimed for that Participant by any Workforce Australia Employment Services Provider (including the Provider) within the relevant 24 month period; and
- (b) the Provider has complied with any Guidelines relating to Progress Payments.

### **158. PaTH Internship Provider Payments**

158.1 The Department recognises the Provider's efforts in facilitating PaTH Internships through PaTH Internship Provider Payments.

158.2 Subject to this Deed, the Department will pay the Provider a PaTH Internship Provider Payment as specified in Table 8A of ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS where:

- (a) a PaTH Intern who is Commenced on the Provider's Caseload has been placed by the Provider in a PaTH Internship in accordance with clause 127;
- (b) the Provider has undertaken a Risk Assessment in accordance with clause 122, and complied with all other requirements in Section B3.2 - Work health and safety, prior to the Participant commencing in the PaTH Internship;
- (c) the Provider has confirmed the placement of the PaTH Intern in the relevant PaTH Internship in the Department's IT Systems in accordance with any Guidelines;
- (d) the Provider has made a claim in accordance with any Guidelines for the relevant PaTH Internship Provider Payment to the Department no later than 12

months after the relevant Licence End Date and the Department accepts the claim; and

- (e) the Provider has complied with any Guidelines relating to PaTH Internship Provider Payments.

#### **Limits on PaTH Internship Provider Payments**

158.3 The Department will not pay the Provider, and the Provider must not claim, a PaTH Internship Provider Payment:

- (a) where the Provider is in breach of clause 127;
- (b) if the relevant Participant has previously undertaken a PaTH Internship with, the Host Organisation, unless otherwise specified in any Guidelines;
- (c) where the relevant PaTH Internship Start Date occurs outside of the Participant's Period of Registration; or
- (d) in any other circumstances specified in any Guidelines.

#### **159. NWEF Provider Payments**

159.1 The Department recognises the Provider's efforts in facilitating NWEF Placements through NWEF Provider Payments.

159.2 Subject to this Deed, the Department will pay the Provider an NWEF Provider Payment specified in Table 8B in ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS where:

- (a) a Participant who is Commenced on the Provider's Caseload has been placed by the Provider in an NWEF Placement in accordance with clause 128;
- (b) the Provider has undertaken a Risk Assessment in accordance with clause 122, and complied with all other requirements in Section B3.2 - Work health and safety, prior to the Participant commencing in the NWEF Placement;
- (c) the Provider has confirmed the placement of the Participant in the relevant NWEF Placement in the Department's IT Systems in accordance with any Guidelines;
- (d) the Provider has made a claim in accordance with any Guidelines for the relevant NWEF Provider Payment to the Department no later than 12 months after the relevant Licence End Date and the Department accepts the claim; and
- (e) the Provider has complied with any Guidelines relating to NWEF Provider Payments.

#### **Limits on NWEF Provider Payments**

159.3 The Department will not pay the Provider, and the Provider must not claim, an NWEF Provider Payment under clause 159.2:

- (a) where the Provider is in breach of clause 128;

- (b) if the relevant Participant has previously undertaken an NWEF Placement with, the Host Organisation, unless otherwise specified in any Guidelines;
- (c) where the Participant commences in the relevant NWEF Placement outside of the Participant's Period of Registration; or
- (d) in any other circumstances specified in any Guidelines.

## **160. Work for the Dole Payments**

160.1 The Department recognises the costs associated with facilitating and providing Work for the Dole activities through:

- (a) Work for the Dole Placement Fees for Work for the Dole Placements; and
- (b) Work for the Dole Projects Fund Payments for Work for the Dole Projects,

which must be shared by the Provider with relevant Host Organisations in accordance with any Guidelines.

### **Work for the Dole Placement Fees**

160.2 Subject to this Deed, where a Participant who is Commenced on the Provider's Caseload commences in a Work for the Dole Place in a Work for the Dole Placement, the Department will pay the Provider a Work for the Dole Placement Fee specified in Table 8C in ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS, provided that:

- (a) the Work for the Dole Placement is approved in the Department's IT Systems in accordance with this Deed;
- (b) the Department has not directed, prior to the Work for the Dole Place being claimed and filled, that the Work for the Dole Place is not to be used;
- (c) the Provider has complied with Section B3.1 – Activities for Participants and any requirements for claiming the Work for the Dole Placement Fee as specified in any Guidelines; and
- (d) in respect of the Participant, there has not been three Work for the Dole Payments paid to any Workforce Australia Employment Services Provider (including the Provider) in the previous 12 month period.

Note: To avoid doubt, the Department will not pay a Provider a Work for the Dole Placement Fee for the placement of a participant on the caseload of another Workforce Australia Employment Services Provider in a Work for the Dole Place.

160.3 Where the Provider Sources a Work for the Dole Place (but does not provide the relevant Work for the Dole activity), it must, in accordance with any Guidelines, pass on to the relevant Host Organisation either:

- (a) at least 50 per cent of any Work for the Dole Placement Fee that the Provider receives under clause 160.2 (where the Provider's Participant commences in the Work for the Dole Place); or

- (b) the full amount of any equivalent payment that the Provider receives from another Workforce Australia Employment Services Provider.

160.4 Where the Provider does not Source a Work for the Dole Place, it must, in accordance with any Guidelines, pass on to the Workforce Australia Employment Services Provider that did Source the Work for the Dole Place at least 50 per cent of any Work for the Dole Placement Fee that the Provider receives under clause 160.2 (where a Participant commences in the Work for the Dole Place).

## **161. Work for the Dole Projects Fund**

161.1 The Department and the Provider acknowledge and agree that the Work for the Dole Projects Fund is to be used to support the delivery of Work for the Dole Projects developed to provide work-like experiences for groups of participants.

161.2 Subject to this Deed and:

- (a) there being a Budget for the Work for the Dole Project;
- (b) the Provider having sufficient Work for the Dole Projects Fund Credit;

Note: The amount of Work for the Dole Projects Fund Credit that the Provider has will be updated following 30 June and 31 December each year, and will be determined by the Department having regard to the predicted Caseload of the Provider.

- (c) the Provider's compliance with clause 125, Section B3.2 – Work Health and Safety and any Guidelines in relation to Work for the Dole Project; and
- (d) the Provider having, in accordance with any Guidelines, negotiated and executed a Host Organisation Agreement with the relevant Host Organisation,

the Provider may claim Payments from the Work for the Dole Projects Fund for the Work for the Dole Project in accordance with this clause 161.

161.3 The Provider may claim a Payment from the Work for the Dole Projects Fund for a Work for the Dole Project either by way of:

- (a) payment in advance in accordance with clause 161.4; or
- (b) payment by Reimbursement in accordance with clause 161.7.

### **Payment in advance to the Provider**

161.4 Subject to clause 161.5 and any Guidelines, if:

- (a) a Work for the Dole Project has been identified and approved in the Department's IT Systems; and
- (b) there is a Budget for the Work for the Dole Project,

the Provider may claim a Payment up to 80% of the Budget, and do so no earlier than 28 calendar days in advance of the start date of the Work for the Dole Project.

- 161.5 In addition to any other applicable requirements in any Guidelines, if the Provider has received a Payment under clause 161.4, it must, in the following order:
- (a) acquit the total of all the Payments it receives under clause 161.4 in accordance with clause 161.6; and
  - (b) return to the Department, within 10 Business Days after receiving Notice from the Department that the Department has approved the relevant acquittal Report submitted by the Provider in accordance with clause 161.6, any part of any Payments it has received under clause 161.4 that:
    - (i) relate to a Work for the Dole Project that has completed or ceased; and
    - (ii) it has not spent in accordance with the Budget for that Work for the Dole Project.
- 161.6 For the purposes of clause 161.5(a), the Provider must submit a single acquittal Report:
- (a) within 56 calendar days after the end of each 6 month period during a Financial Year (i.e. within 56 days of 30 June or 31 December, as relevant);
  - (b) covering any expenditure during the relevant 6 month period relating to any Work for the Dole Projects;
  - (c) verifying whether:
    - (i) the expenditure of any amount of any Payment the Provider has received under clause 161.4 has been in accordance with the relevant Budget; and
    - (ii) there has been additional expenditure in accordance with the relevant Budget for which the Provider may be entitled to a Reimbursement under clause 161.7;
  - (d) certified as accurate by an individual who has acquired through training, qualification or experience the appropriate knowledge and skills to accurately provide such certification; and
  - (e) to the complete satisfaction of the Department.

**Payment by Reimbursement to the Provider**

- 161.7 Subject to this Deed and:
- (a) verification under clause 161.6(c)(ii) that the Provider has spent money in addition to the amount of the relevant Payment it has received under clause 161.4 in accordance with the relevant Budget; and
  - (b) acceptance of the relevant acquittal Report referred to in clause 161.6 by the Department,

the Provider may claim a Reimbursement up to the balance of the relevant Budget for the additional expenditure no later than 56 calendar days after the end of the 6 month period to which the acquittal Report relates.

### **Recovery by the Department**

161.8 If, at any time during the Term of this Deed, the Department determines, at its absolute discretion, that an amount of any Payments that the Provider has received under this clause 161:

- (a) has not been acquitted in accordance with this Deed; or
- (b) has not been returned to the Department in accordance with clause 161.5(b),

the Department may, at its absolute discretion, recover some or all of the relevant amount of the Payments from the Provider as a debt in accordance with clause 32.

### **Assets purchased with Work for the Dole Payments**

161.9 Subject to any contrary written direction by the Department, the Provider owns any Asset.

161.10 The Provider must, after purchasing an Asset:

- (a) use the Asset only for the purposes of Work for the Dole Projects and in accordance with this Deed; and
- (b) retain that Asset, and:
  - (i) where appropriate in order to reduce the cost of subsequent Work for the Dole Projects, continue to use that Asset in other Work for the Dole Projects; or
  - (ii) where directed to do so by the Department, use that Asset in other Work for the Dole activities.

161.11 Throughout the Term of this Deed, the Provider must, in accordance with any Guidelines:

- (a) not encumber or Dispose of any Asset, or deal with or use any Asset other than in accordance with this clause 161, without the Department's prior written approval;
- (b) hold all Assets securely and safeguard them against theft, loss, damage, or unauthorised use;
- (c) maintain all Assets in good working order;
- (d) maintain all appropriate insurances for all Assets to their full replacement cost;
- (e) if required by law, maintain registration and licensing of all Assets;
- (f) be fully responsible for, and bear all risks relating to, the use or Disposal of all Assets;
- (g) maintain, during the Term of this Deed, an assets register which records for each Asset, the date of its purchase, its purchase price, its description and its location; and



- (h) when requested by the Department, provide copies of its assets register to the Department.

161.12 The Provider must Dispose of each Asset:

- (a) at the Deed Completion Date or Head Licence Completion Date (whichever is later); or
- (b) with the Department's written approval, at a date prior to the Deed Completion Date or Head Licence Completion Date (whichever is later),

in accordance with any Guidelines.

161.13 Unless the Department agrees otherwise in writing, if any Asset is lost, damaged or destroyed, the Provider must promptly reinstate the Asset at its cost, including from the proceeds of the relevant insurance, and this clause 161 continues to apply to the reinstated Asset.

## **162. Advance Payments**

162.1 The Department may:

- (a) at its absolute discretion, Notify the Provider that the Provider may claim a Payment in advance and the amount that may be claimed; and
- (b) specify in the Notice any other requirements with which the Provider must comply in order to be eligible for a Payment in advance.

162.2 Subject to this Deed, if the Provider claims a Payment in advance, and has complied with any requirements in the relevant Notice under clause 162.1(a), the Department will pay the Provider the amount of the relevant Payment in advance as specified in the Notice.

### **Offsetting of advance Payments**

162.3 On and from the date on which the Department makes a Payment in advance under this clause 162, the Department will, in such amounts and at such times as it determines at its absolute discretion, offset the amount of any Payments made in advance against any Payments payable to the Provider after the advance Payments are made until the total amount offset equals the total amount of all Payments made in advance.

162.4 If on the Head Licence Completion Date the total amount of all Payments made in advance has not been offset under clause 162.3, the difference between:

- (a) the total amount of Payments made in advance; and
- (b) the total amount offset,

is an overpayment for the purposes of clause 31.

## 163. Indexation

163.1 Subject to any Notice from the Department, the amounts of the following Payments will be increased by 6.8% at the end of each three year period following 1 July 2022:

- (a) Upfront Payments;
- (b) Employment Outcome Payments;
- (c) Harvest Work Outcome Payments;
- (d) Very Long Term Unemployment Bonus;
- (e) Progress Payments;
- (f) PaTH Internship Provider Payments;
- (g) NWEF Provider Payments;
- (h) Work for the Dole Placement Fees;
- (i) PaTH Internship Host Payments; and
- (j) NWEF Host Payments.

## ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS

### Employment Fund

**Table 1 – Employment Fund credits for new Commencements in Workforce Australia Services**

Participant type	Employment Fund credit	When credited
Participants - new Commencements	\$1,600	Once on Commencement in Workforce Australia Services only

**Table 2A – Employment Fund credits for Transitioned Participants that Commence before 1 July 2023**

Participant type	Period of Unemployment	Employment Fund credit	When credited
Transitioned Participants that Commence in Workforce Australia Services before 1 July 2023	0-12 months	\$400	Once on Commencement in Workforce Australia Services only
	13-24 months	\$800	
	25+ months	\$1,200	

**Table 2B – Employment Fund credits for Transitioned Participants that Commence on or after 1 July 2023**

Participant type	Employment Fund credit	When credited
Transitioned Participants that Commence in Workforce Australia Services on or after 1 July 2023	\$1,600	Once on Commencement in Workforce Australia Services only

**Table 3 – Employment Fund credits for Participants transferred from certain Workforce Australia Employment Services Providers**

Participant type	Period of Unemployment	Employment Fund credit	When credited
Participants transferred from Workforce Australia Employment Services Providers in accordance with clause 150.4	0-12 months	\$400	Once on Commencement
	13-24 months	\$800	
	25+ months	\$1,200	

## Upfront Payments

**Table 4 – Upfront Payments**

Payment and Participant type		Fee (GST inclusive)
Engagement Payment	Transitioned Participants who Commence in Workforce Australia Services before 1 July 2023	\$600
	Transitioned Participants who Commence in Workforce Australia Services on or after 1 July 2023	\$1,200
	Participants (other than Transitioned Participants) who Commence in Workforce Australia Services	\$1,200
Transfer Payment	Participants who Commence with the Provider, unless the Provider is entitled to an Engagement Payment	\$600

## Outcome Payments

**Table 5A – Employment Outcome Payments for Participants**

Employment Outcome type	Duration of Employment satisfying the requirements for an Employment Outcome	Moderate JSCI score (GST inclusive)	High JSCI score (GST inclusive)
Partial Outcome	4 Week Period	\$240	\$400
	12 Week Period	\$400	\$1,000
	26 Week Period	\$800	\$1,650
Full Outcome	4 Week Period	\$500	\$1,000
	12 Week Period	\$1,000	\$3,000
	26 Week Period	\$2,000	\$5,000

Note: The amount of the Outcome Payment payable to the Provider is determined by:

- (a) the Participant's JSCI score (which is identified either as Moderate or High) as specified in the Department's IT Systems; and
- (b) whether the Participant has satisfied the requirements for a Full Outcome or a Partial Outcome.

**Table 5B – Harvest Work Outcome Payments for Participants**

Harvest Work Outcome type	Moderate JSCI score (GST Inclusive)	High JSCI score (GST inclusive)
Harvest Work 4 Week Outcome	\$500	\$1,000
Harvest Work 12 Week Outcome	\$1,000	\$3,000
Harvest Work 26 Week Outcome	\$2,000	\$5,000

Note: The amount of the Harvest Work Outcome Payment payable to the Provider is determined by:

- (a) the Participant's JSCI score (which is identified either as Moderate or High) as specified in the Department's IT Systems; and
- (b) whether the Participant has satisfied the requirements for a Harvest Work 4 Week Outcome, a Harvest Work 12 Week Outcome or a Harvest Work 26 Week Outcome.

## Very Long Term Unemployment Bonus

**Table 6 – Very Long Term Unemployment Bonus for Participants**

Where the Participant satisfies the requirements for:	Fee (GST inclusive)
a Partial Outcome for a 12 Week Period	\$1,000
a Partial Outcome for a 26 Week Period	\$2,000
a Full Outcome for a 12 Week Period	\$2,000
a Full Outcome for a 26 Week Period	\$4,000
a Harvest Work 12 Week Outcome	\$2,000
a Harvest Work 26 Week Outcome	\$4,000

## Progress Payments

**Table 7 – Progress Payments**

Payment type	Fee (GST inclusive)
Progress Payment	\$750

## Activity Fees

**Table 8A – PaTH Internship Provider Payment**

Payment type	Fee (GST inclusive)
PaTH Internship Provider Payment	\$1,000

**Table 8B – NWEF Provider Payment**

Payment type	Fee (GST inclusive)
NWEF Provider Payment	\$1,000

**Table 8C – Work for the Dole Placement Fee**

Payment type	Fee (GST inclusive)
Work for the Dole Placement Fee	\$500

## ANNEXURE B2 – OUTCOMES

**Table 1 - Outcomes (except Employment Outcomes relating to a Significant Increase in Pre-existing Employment)**

ROW	A  OUTCOME TYPE	B  OUTCOME START DATE	C  OUTCOME COMPLETION DATE	D  OUTCOME DESCRIPTION
1	Partial Outcome	<p>The 'Employment Outcome Start Date', being:</p> <p>(a) in the case of a Participant who is:</p> <p style="padding-left: 20px;">(i) in receipt of an Income Support Payment:</p> <p style="padding-left: 40px;">(A) subject to paragraph (a)(i)(B) below, the first day of the Services Australia Fortnight that applies to the Participant following the relevant Job Placement Start Date; or</p>	<p>The 'Employment Outcome Completion Date', being the date that is the final day of a 4 Week Period, 12 Week Period or 26 Week Period, as relevant.</p>	<p>For a:</p> <p>(a) '4 Week Period', being a period of 4 Consecutive Weeks:</p> <p style="padding-left: 20px;">(i) from the Employment Outcome Start Date; and</p> <p style="padding-left: 20px;">(ii) which does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Participant by any Workforce Australia Employment Services Provider, NEST Provider or jobactive Provider, except a 12 Week Period that begins from the same Employment Outcome Start Date or as otherwise provided in any Guidelines;</p> <p>(b) '12 Week Period', being a period of 12 Consecutive Weeks:</p> <p style="padding-left: 20px;">(i) from the Employment Outcome Start Date; and</p> <p style="padding-left: 20px;">(ii) which does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Participant by any Workforce Australia Employment Services Provider, NEST Provider or jobactive Provider, except a 4 Week Period that begins from the same Employment Outcome Start Date or as otherwise provided in any Guidelines; or</p>

ROW	A OUTCOME TYPE	B OUTCOME START DATE	C OUTCOME COMPLETION DATE	D OUTCOME DESCRIPTION
		<p>(B) if the relevant Job Placement Start Date is the first day of the Services Australia Fortnight that applies to the Participant, that Job Placement Start Date; or</p> <p>(ii) not in receipt of an Income Support Payment, the relevant Job Placement Start Date; or</p> <p>(b) as otherwise specified in any Guidelines or advised by the Department.</p>		<p>(c) '26 Week Period', being a period that:</p> <ul style="list-style-type: none"> <li>(i) is 14 Consecutive Weeks that follows the completion of the 12 Week Period; and</li> <li>(ii) does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Participant by any Workforce Australia Employment Services Provider, NEST Provider or jobactive Provider, except as otherwise provided in any Guidelines,</li> </ul> <p>a Participant:</p> <p>(d) who was, on the relevant Employment Outcome Start Date, receiving a JobSeeker Payment or Youth Allowance (other), generates sufficient income from Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship to reduce the Participant's Basic Rate of JobSeeker Payment or Basic Rate of Youth Allowance (other), as relevant, by an average of at least 60 per cent;</p> <p>(e) who was, on the relevant Employment Outcome Start Date:</p> <ul style="list-style-type: none"> <li>(i) both: <ul style="list-style-type: none"> <li>(A) receiving a JobSeeker Payment, Youth Allowance (other) or Parenting Payment (Partnered or Single) with part-time Mutual Obligation Requirements, as specified in any Guidelines; and</li> </ul> </li> </ul>

ROW	A OUTCOME TYPE	B OUTCOME START DATE	C OUTCOME COMPLETION DATE	D OUTCOME DESCRIPTION
				<p>(B) identified on the Department's IT Systems as a parent or as having a disability (including a Partial Capacity to Work); or</p> <p>(ii) a Disability Support Pension Recipient (Compulsory Participation Requirements),</p> <p>is, for at least an average of 20 hours each fortnight, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship;</p> <p>(f) who:</p> <p>(i) was, on the relevant Employment Outcome Start Date, not receiving a JobSeeker Payment, Youth Allowance (Other) or Parenting Payment; and</p> <p>(ii) is not otherwise identified in paragraphs (g) or (h) below,</p> <p>is, for at least the minimum number of hours specified in any Guidelines, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship;</p> <p>(g) who was, on the relevant Employment Outcome Start Date, identified on the Department's IT Systems as having a Partial Capacity to Work, is in Employment, Unsubsidised Self-Employment, an apprenticeship, or a traineeship, for at least an average of 10 hours each fortnight, where the Participant's Partial Capacity to Work is less than 15 hours each week;</p>



ROW	A OUTCOME TYPE	B OUTCOME START DATE	C OUTCOME COMPLETION DATE	D OUTCOME DESCRIPTION
				<p>(h) who:</p> <ul style="list-style-type: none"> <li>(i) was in receipt of a Parenting Payment (Partnered or Single) without Mutual Obligation Requirements or Carer Payment on the relevant Employment Outcome Start Date; and</li> <li>(ii) chooses to work reduced hours due to caring responsibilities (this choice being identified on the Department's IT Systems on or before the relevant Employment Outcome Start),</li> </ul> <p>is, for at least 20 hours each fortnight, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship; or</p> <ul style="list-style-type: none"> <li>(i) has in operation an executed Self-Employment Assistance Comprehensive Services Agreement and is receiving Self-Employment Assistance Comprehensive Services.</li> </ul>
2	Full Outcome	Employment Outcome Start Date (see Row 1)	Employment Outcome Completion Date (see Row 1)	<p>For a:</p> <ul style="list-style-type: none"> <li>(a) '4 Week Period' (see Row 1);</li> <li>(b) '12 Week Period' (see Row 1); or</li> <li>(c) '26 Week Period' (see Row 1),</li> </ul> <p>a Participant:</p> <ul style="list-style-type: none"> <li>(d) who was, on the relevant Employment Outcome Start Date, receiving a JobSeeker Payment or Youth Allowance (other):</li> </ul>

ROW	A OUTCOME TYPE	B OUTCOME START DATE	C OUTCOME COMPLETION DATE	D OUTCOME DESCRIPTION
				<p>(i) generates sufficient income from Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship to have caused the Participant's Basic Rate of JobSeeker Payment or Basic Rate of Youth Allowance (other), as relevant, to cease; or</p> <p>(ii) remains each week in a full-time apprenticeship or traineeship;</p> <p>(e) who was, on the relevant Employment Outcome Start Date:</p> <p>(i) both:</p> <p>(A) receiving a JobSeeker Payment, Youth Allowance (other) or Parenting Payment (Partnered or Single) with part-time Mutual Obligation Requirements, as specified in any Guidelines; and</p> <p>(B) identified on the Department's IT Systems as a parent or as having a disability (including a Partial Capacity to Work); or</p> <p>(ii) a Disability Support Pension Recipient (Compulsory Participation Requirements),</p> <p>is, for at least 30 hours each fortnight, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship;</p>

				<p>(f) who:</p> <p>(i) was, on the relevant Employment Outcome Start Date, not receiving a JobSeeker Payment, Youth Allowance (Other) or Parenting Payment; and</p> <p>(ii) is not otherwise identified in paragraphs (g) or (h) below,</p> <p>is, for at least the minimum number of hours specified in any Guidelines, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship;</p> <p>(g) who was, on the relevant Employment Outcome Start Date, identified on the Department's IT Systems as having a Partial Capacity to Work, is, for at least the number of hours each week in the range as assessed by Services Australia through an ESAt or JCA (but not less than eight hours of work each week), in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship;</p> <p>(h) who:</p> <p>(i) was in receipt of a Parenting Payment (Partnered or Single) without Mutual Obligation Requirements, or a Carer Payment on the relevant Employment Outcome Start Date; and</p> <p>(ii) chooses to work reduced hours due to caring responsibilities (this choice being identified on the Department's IT Systems on or before the relevant Employment Outcome Start Date),</p> <p>is, for at least 30 hours each fortnight, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship; or</p> <p>(i) who was, on the relevant Employment Outcome Start Date, receiving an Income Support Payment as specified in</p>
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ROW	A OUTCOME TYPE	B OUTCOME START DATE	C OUTCOME COMPLETION DATE	D OUTCOME DESCRIPTION
				any Guidelines, has, and maintains, a Significant Increase in Income.
3	Harvest Work 4 Week Outcome	The 'Harvest Work Outcome Start Date', being the date on which the Harvest Worker first commences in a Harvest Placement, as verified by the Provider and recorded in the Department's IT Systems	The date that is the final day of a Harvest Work 4 Week Period	<p>During a 'Harvest Work 4 Week Period', being a period of 4 consecutive weeks:</p> <ul style="list-style-type: none"> <li>(a) from the Harvest Work Outcome Start Date; and</li> <li>(b) which does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Harvest Worker by any Workforce Australia Employment Services Provider, jobactive Provider or NEST Provider, except a Harvest Work 12 Week Period or a Harvest Work 26 Week Period, that begins from the same Harvest Work Outcome Start Date or as otherwise provided in any Guidelines, <p>a Harvest Worker completes at least 80 hours of Employment in Harvest Work.</p> </li></ul>
4	Harvest Work 12 Week Outcome	Harvest Work Outcome Start Date (see Row 3)	The date that is the final day of a Harvest Work 12 Week Period	<p>During a 'Harvest Work 12 Week Period', being a period of 12 consecutive weeks:</p> <ul style="list-style-type: none"> <li>(a) from the Harvest Work Outcome Start Date; and</li> <li>(b) which does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Harvest Worker by any Workforce Australia Employment Services Provider, jobactive Provider or NEST Provider, except a Harvest Work 4 Week Period or a Harvest Work 26 Week Period, that begins from the same HTS Outcome Start Date or as otherwise provided in any Guidelines, </li></ul>

ROW	A OUTCOME TYPE	B OUTCOME START DATE	C OUTCOME COMPLETION DATE	D OUTCOME DESCRIPTION
				a Harvest Worker completes at least 240 hours of Employment in Harvest Work.
5	Harvest Work 26 Week Outcome	Harvest Work Outcome Start Date (see Row 3)	The date that is the final day of a Harvest Work 26 Week Period	<p>During a 'Harvest Work 26 Week Period', being a period of 26 consecutive weeks:</p> <ul style="list-style-type: none"> <li>(a) from the Harvest Work Outcome Start Date; and</li> <li>(b) which does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Harvest Worker by any Workforce Australia Employment Services Provider, jobactive Provider or NEST Provider, except a Harvest Work 4 Week Period or a Harvest Work 12 Week Period, that begins from the same Harvest Work Outcome Start Date or as otherwise provided in any Guidelines, <p>a Harvest Worker completes at least 520 hours of Employment in Harvest Work.</p> </li></ul>

**Table 2 - Employment Outcomes related to a Significant Increase in Pre-existing Employment**

ROW	A <b>OUTCOME TYPE</b>	B <b>INCREASE FROM</b>	C <b>INCREASE TO</b>
1	Partial Outcome	<p>A Participant:</p> <p>(a) who was receiving a JobSeeker Payment or Youth Allowance (other), generates sufficient income from Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship to reduce the Participant's Basic Rate of JobSeeker Payment or Basic Rate of Youth Allowance (other), as relevant, by an average less than 60 per cent;</p> <p>(b) who was:</p> <p>(i) both:</p> <p style="padding-left: 40px;">(A) receiving a JobSeeker Payment, Youth Allowance (other) or Parenting Payment (Partnered or Single) with part-time Mutual Obligation Requirements, as specified in any Guidelines; and</p> <p style="padding-left: 40px;">(B) identified on the Department's IT Systems as a parent or as having a disability; or</p> <p>(ii) a Disability Support Pension Recipient (Compulsory Participation Requirements),</p> <p>is, for an average of less than 20 hours each fortnight, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship;</p>	<p>The Participant:</p> <p>(a) who was receiving a JobSeeker Payment or Youth Allowance (other), generates sufficient income from Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship to reduce the Participant's Basic Rate of JobSeeker Payment or Basic Rate of Youth Allowance (other), as relevant, by an average of at least an additional 40 per cent with a total reduction of an average of at least 60 per cent;</p> <p>(b) who was:</p> <p>(i) both:</p> <p style="padding-left: 40px;">(A) receiving a JobSeeker Payment, Youth Allowance (other) or Parenting Payment (Partnered or Single) with part-time Mutual Obligation Requirements, as specified in any Guidelines; and</p> <p style="padding-left: 40px;">(B) identified on the Department's IT Systems as a parent or as having a disability; or</p> <p>(ii) a Disability Support Pension Recipient (Compulsory Participation Requirements),</p> <p>is, for an average of an additional 10 hours each fortnight and an average of at least 20 hours each fortnight, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship;</p>

	<p>(c) who:</p> <ul style="list-style-type: none"> <li>(i) was not receiving a JobSeeker Payment, Youth Allowance (Other) or Parenting Payment; and</li> <li>(ii) is not otherwise identified in paragraphs (d) or (e) below,</li> </ul> <p>is, for particular number of hours specified in any Guidelines, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship;</p> <p>(d) who was identified on the Department's IT Systems as having a Partial Capacity to Work, is in Employment, Unsubsidised Self-Employment, an apprenticeship, or a traineeship, for an average of less than:</p> <ul style="list-style-type: none"> <li>(i) 10 hours each fortnight, where the Participant's Partial Capacity to Work is less than 15 hours each week;</li> <li>(ii) 20 hours each fortnight, where the Participant's Partial Capacity to Work is 15-22 hours each week; or</li> <li>(iii) 30 hours each fortnight, where the Participant's Partial Capacity to Work is 23-29 hours each week; or</li> </ul> <p>(e) who:</p> <ul style="list-style-type: none"> <li>(i) was in receipt of a Parenting Payment (Partnered or Single) without Mutual Obligation Requirements or Carer Payment on the relevant Employment Outcome Start Date; and</li> <li>(ii) chooses to work reduced hours due to caring responsibilities,</li> </ul>	<p>(c) who:</p> <ul style="list-style-type: none"> <li>(i) was not receiving a JobSeeker Payment, Youth Allowance (Other) or Parenting Payment; and</li> <li>(ii) is not otherwise identified in paragraphs (d) or (e) below,</li> </ul> <p>is, for an additional and minimum number of hours specified in any Guidelines, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship;</p> <p>(d) who was identified on the Department's IT Systems as having a Partial Capacity to Work, is in Employment, Unsubsidised Self-Employment, an apprenticeship, or a traineeship, for:</p> <ul style="list-style-type: none"> <li>(i) an average of an additional 6 hours per fortnight, and a total of an average of 10 hours each fortnight, where the Participant's Partial Capacity to Work is less than 15 hours each week;</li> <li>(ii) an average of an additional 10 hours each fortnight, and a total of an average of 20 hours each fortnight, where the Participant's Partial Capacity to Work is 15-22 hours each week; or</li> <li>(iii) an average of an additional 16 hours each fortnight, and a total of an average of 30 hours each fortnight, where the Participant's Partial Capacity to Work is 23-29 hours each week; or</li> </ul> <p>(e) who:</p> <ul style="list-style-type: none"> <li>(i) was in receipt of a Parenting Payment (Partnered or Single) without Mutual Obligation Requirements or Carer Payment on the relevant Employment Outcome Start Date; and</li> </ul>
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ROW	A OUTCOME TYPE	B INCREASE FROM	C INCREASE TO
		is, for less than an average of less than 20 hours each fortnight, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship.	(ii) chooses to work reduced hours due to caring responsibilities,  is, for an average of an additional 10 hours each fortnight and an average of at least 20 hours each fortnight, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship.
2	Full Outcome	<p>A Participant:</p> <p>(a) who was receiving a JobSeeker Payment or Youth Allowance (other), generates sufficient income from Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship to reduce the Participant's Basic Rate of JobSeeker Payment or Basic Rate of Youth Allowance (other), as relevant, by an average of less than 60 per cent;</p> <p>(b) who was:</p> <p>(i) both:</p> <p style="padding-left: 40px;">(A) receiving a JobSeeker Payment, Youth Allowance (other) or Parenting Payment (Partnered or Single) with part-time Mutual Obligation Requirements, as specified in any Guidelines; and</p> <p style="padding-left: 40px;">(B) identified on the Department's IT Systems as a parent or as having a disability; or</p> <p>(ii) a Disability Support Pension Recipient (Compulsory Participation Requirements),</p>	<p>The Participant:</p> <p>(a) who was receiving a JobSeeker Payment or Youth Allowance (other):</p> <p>(i) generates sufficient income from Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship to have caused the Participant's Basic Rate of JobSeeker Payment or Basic Rate of Youth Allowance (other), as relevant, to cease; or</p> <p>(ii) remains each week in a full-time apprenticeship or traineeship;</p> <p>(b) who was:</p> <p>(i) both:</p> <p style="padding-left: 40px;">(A) receiving a JobSeeker Payment, Youth Allowance (other) or Parenting Payment (Partnered or Single) with part-time Mutual Obligation Requirements, as specified in any Guidelines; and</p> <p style="padding-left: 40px;">(B) identified on the Department's IT Systems as a parent or as having a disability; or</p>



ROW	A OUTCOME TYPE	B INCREASE FROM	C INCREASE TO
		<p>is, for less than an average of 20 hours each fortnight, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship;</p> <p>(c) who:</p> <p>(i) was not receiving a JobSeeker Payment, Youth Allowance (Other) or Parenting Payment; and</p> <p>(ii) is not otherwise identified in paragraphs (d) or (e) below,</p> <p>is, for less than the minimum number of hours specified in any Guidelines, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship;</p> <p>(d) who was identified on the Department's IT Systems as having a Partial Capacity to Work, is in Employment, Unsubsidised Self-Employment, an apprenticeship, or a traineeship, for less than an average of:</p> <p>(i) 10 hours each fortnight, where the Participant's Partial Capacity to Work is less than 15 hours each week;</p> <p>(ii) 20 hours each fortnight, where the Participant's Partial Capacity to Work is 15-22 hours each week; or</p> <p>(iii) 30 hours each fortnight, where the Participant's Partial Capacity to Work is 23-29 hours each week; or</p>	<p>(ii) a Disability Support Pension Recipient (Compulsory Participation Requirements),</p> <p>is, for at least 30 hours each fortnight, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship;</p> <p>(c) who:</p> <p>(i) was not receiving a JobSeeker Payment, Youth Allowance (Other) or Parenting Payment; and</p> <p>(ii) is not otherwise identified in paragraphs (d) or (e) below,</p> <p>meets the minimum requirements specified in any Guidelines, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship;</p> <p>(d) who was identified on the Department's IT Systems as having a Partial Capacity to Work, is, for at least the number of hours each week in the range as assessed by Services Australia through an ESAt or JCA (but not less than eight hours of work each week), in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship; or</p> <p>(e) who:</p> <p>(i) was in receipt of a Parenting Payment (Partnered or Single) without Mutual Obligation Requirements, or a Carer Payment on the relevant Employment Outcome Start Date; and</p>

ROW	A OUTCOME TYPE	B INCREASE FROM	C INCREASE TO
		<p>(e) who:</p> <p>(i) was in receipt of a Parenting Payment (Partnered or Single) without Mutual Obligation Requirements or Carer Payment on the relevant Employment Outcome Start Date; and</p> <p>(iii) chooses to work reduced hours due to caring responsibilities,</p> <p>is, for less than 20 hours each fortnight, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship.</p>	<p>(ii) chooses to work reduced hours due to caring responsibilities,</p> <p>is, for at least 30 hours each fortnight, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship.</p>

**Social Security Law definitions**

The terms '**Basic Rate**', '**Carer Payment**', '**Disability Support Pension**', '**Income Support Payment**', '**JobSeeker Payment**', '**Mutual Obligation Failure**', '**Parenting Payment**', '**Partial Capacity to Work**', '**Reasonable Excuse**', '**Reconnection Requirement**', '**Unemployment Failure**', '**Work Refusal Failure**' and '**Youth Allowance**' have, or where relevant, had, the meanings given to them, respectively and in their decapitalised form, in the *Social Security Act 1991* (Cth) or the *Social Security (Administration) Act 1999* (Cth) (as relevant).

The term '**Demerit**' has the meaning given to it, in its decapitalised form, in an instrument made under section 42AR of the *Social Security (Administration) Act 1999* (Cth) dealing with Mutual Obligation Failures.

**General definitions**

'**4 Week Period**' means the period specified in paragraph (a) of Row 1, Column D of Table 1 in ANNEXURE B2 – OUTCOMES.

'**12 Week Period**' means the period specified in paragraph (b) of Row 1, Column D of Table 1 in ANNEXURE B2 – OUTCOMES.

'**26 Week Period**' means the period specified in paragraph (c) of Row 1, Column D of Table 1 in ANNEXURE B2 – OUTCOMES.

- (a) follows and is in addition to the completion of a 12 Week Period; and
- (b) does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Participant by any Workforce Australia Employment Services Provider, NEST Provider or jobactive Provider, except as otherwise provided in any Guidelines.

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

'**Aboriginal or Torres Strait Islander person**' means an individual who:

- (a) is identified as such on the Department's IT Systems; or
- (b) is of Aboriginal and/or Torres Strait Islander descent;
- (c) identifies as Aboriginal and/or Torres Strait Islander; and
- (d) is accepted as such in the community in which the individual lives or has lived.

'**Acceptable Reason**' means that a Participant (Mutual Obligation):

- (a) has notified the Provider, before the start time scheduled for a Mutual Obligation Requirement, that the Participant is unable to satisfy the Mutual Obligation Requirement; and
- (b) the Provider is satisfied that the Participant has a Valid Reason for being unable to satisfy the Mutual Obligation Requirement.

'**Access**' includes access or facilitation of access (whether directly or indirectly), traverse, view, use, or interface with, Records or the Department's IT Systems.

'**Account Manager**' means the individual for the time being holding, occupying or performing the duties of the position specified in item 1 of the Schedule, who has authority to receive and sign Notices and written communications for the Department under this Deed.

'**Activity**' means an activity approved by the Department and specified in Section B3.1 – Activities for Participants, Section B3.3 – Requirements for Activities and any Guidelines.

'**Activity Risk Assessment**' means a risk assessment in relation to a potential or actual Specified Activity, which is undertaken and/or updated in accordance with any Guidelines.

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

'**Adult Migrant English Program**' or '**AMEP**' means the Commonwealth program of that name administered by the Department of Home Affairs which helps eligible migrants and humanitarian entrants with low English levels to improve their English language skills and settle in Australia.

**'Ancillary Payment'** means a payment which the Department may, at its absolute discretion, pay the Provider subject to the Provider satisfying any applicable terms and conditions relating to the Ancillary Payment, including those specified in any Guidelines, where relevant.

**'Annual Licence Review'** means a review of the Provider's performance conducted by the Department in accordance with any Guidelines after the end of each Financial Year unless otherwise Notified by the Department or specified in any Guidelines.

**'Appointment'** means a date and time for a Contact recorded in the Electronic Calendar.

**'Assessment'** means a formal assessment of a Participant's circumstances conducted by:

- (a) Services Australia, using the Job Seeker Snapshot and/or an ESAt or a JCA; or
- (b) a Provider or a Participant, using the Job Seeker Snapshot.

**'Asset'** means any item of tangible property that has a value equal to or greater than \$1,000 inclusive of GST (at the time it is purchased) and is purchased using any Work for the Dole Projects Fund Payment for the purpose or as a result of a Work for the Dole Project, including where the Provider is acting as the Host Organisation.

Note 1: For the avoidance of doubt, and subject to any Guidelines, Asset does not include property provided for the exclusive and individual use of a Participant or a third party.

Note 2: Fixed items created for the purpose or as a result of the Work for the Dole activity are not an Asset (e.g. a pergola, pathway, fixed fence or other structure).

**'Australian Equivalents to International Financial Reporting Standards'** or **'AEIFRS'** refers to the standards of that name maintained by the Australian Accounting Standards Board created by section 261 of the *Australian Securities and Investments Commission Act 2001* (Cth).

**'Australian Information Commissioner'** means the individual appointed to the position of that name and responsible for the administration of the Privacy Act under relevant legislation.

**'Authorised Officer'** means an individual who is an 'authorised officer' as defined under the *Public Interest Disclosure Act 2013* (Cth).

**'Black Economy Procurement Connected Policy'** means the Black economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019 available at <https://treasury.gov.au/publication/p2019-t369466>.

**'Budget'** means, in relation to a Work for the Dole Project, the budget prepared by the Provider in relation to the Work for the Dole Project in accordance with any Guidelines.

**'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.

**'Business Share'** means, in relation to Workforce Australia Services, the proportion of Participants for each Employment Region specified in item 4.3 of Schedule 1 to any Head Licence.

**'Capability Assessment'** means an assessment by Services Australia to ensure that the Mutual Obligation Requirements specified in a Participant's Job Plan are appropriate to their circumstances and that the Participant is capable of meeting them.

**'Capability Interview'** means a contact between a Workforce Australia Employment Services Provider and a Participant to ensure that the Mutual Obligation Requirements specified in the Participant's Job Plan are appropriate to their circumstances and that the Participant is capable of meeting them.

**'Capacity Building Fund'** means funding for the Provider to build the Provider's capacity to deliver the Services in accordance with this Deed and made available in accordance with any Guidelines.

**'Career Transition Assistance'** or **'CTA'** means the Commonwealth program of that name, administered by the Department.

**'Caseload'** means, in relation to the Provider at a particular point in time, all Participants who have on or before that point in time been Referred to, or Directly Registered with, the Provider and have not been Exited or transferred to another Workforce Australia Employment Services Provider since that Referral or Direct Registration.

**'Change in Control'** means:

- (a) subject to paragraph (b) below, in relation to a Corporation, a change in control of any of the following:

- (i) 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;
  - (ii) 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; or
  - (iii) more than one half of the voting rights attaching to membership of the Corporation, where the Corporation does not have any shareholders;
- (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) a change in any of the partners; or
  - (iii) the retirement, death, removal or resignation 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; or
- (e) in relation to a Group Respondent, a Change in Control as defined in paragraphs (a) above to (d) above in any member of the Group Respondent.

**'Change of Circumstances Reassessment'** means a reassessment of the Participant's circumstances:

- (a) using the Job Seeker Snapshot in accordance with clause 113 and any Guidelines; or
- (b) by an update of the Participant's JSCI generated by the Department's IT Systems.

**'Child'** means an individual under the age of 18 years.

**'Child-Related Personnel'** means any Personnel or Supervisor involved, or who may be involved, with the Services, including any Activity (except any Activity specified to be excluded in any Guidelines or Notified as such by the Department) who, as part of that involvement, may interact with Children.

**'Child Safety Obligations'** means those obligations relating to the protection of the safety of Children which are set out in clauses 80.2 and 80.380.7 of this Deed.

**'Commence'** or **'Commencement'** means for Participants, the time at which the Provider has recorded the completion of the Initial Interview (which includes entering into, or updating, a Job Plan, where applicable) on the Department's IT Systems.

**'Commonwealth'** means the Commonwealth of Australia and includes officers, delegates, employees and agents of the Commonwealth of Australia.

**'Commonwealth Coat of Arms'** means the Commonwealth Coat of Arms as set out in the Use of the Commonwealth Coat of Arms General Guidelines (available at <https://www.pmc.gov.au/government/commonwealth-coat-arms>).

**'Commonwealth Material'** means any Material:

- (a) provided by the Department to the Provider for the purposes of this Deed; or
- (b) copied or derived from any Material referred to in paragraph (a),

and includes Commonwealth Records.

**'Commonwealth Records'** means any Records:

- (a) provided by the Department to the Provider for the purposes of this Deed; or
- (b) copied or derived from any Records referred to in paragraph (a).

**'Community Development Program'** means the Commonwealth program of that name, or such other name as advised by the National Indigenous Australians Agency from time to time.

**'Competent Person'** means an individual who has acquired through training, education or experience the knowledge and skills to carry out specific work health and safety tasks, and as otherwise specified in any Guidelines.

**'Complaint'** means any expression of dissatisfaction 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.

**'Complementary Program'** means an employment or training program:

- (a) administered by the Commonwealth, including the Department; or
- (b) provided by a state or territory government (including by state or territory government funded providers), as advised by the Department, which the Provider may access to provide additional specialised assistance to a Participant.

**'Conditions of Offer'** means any conditions placed by the Department on its offer of this Deed to the Provider.

**'Confidential Information'** means any information that:

- (a) is by its nature confidential;
- (b) the Parties agree to treat as confidential or by Notice to each other; or
- (c) a Party knows, or ought reasonably to know, is confidential to the other Party,

but does not include information that:

- (d) is or becomes public knowledge otherwise than by breach of this Deed or any other confidentiality obligation;
- (e) is in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt; or
- (f) has been independently developed or acquired.

**'Conflict'** means an actual, potential or perceived conflict between any interest of the Provider and the performance of the Provider's obligations under this Deed or any Head Licence, including any interest that may interfere with or restrict the Provider in performing those obligations fairly and independently.

**'Consecutive Weeks'** means a continuous period of weeks broken only by one or more Permissible Breaks, and as adjusted by Services Australia.

**'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'** means a contact between the Provider and a Participant in accordance with clause 105.

**'Contact Person'** means the individual specified in item 2 of the Schedule 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 Services.

**'Control'** has the meaning given to that term in section 50AA of the Corporations Act.

**'Core Competencies'** means the basic building blocks common across most occupations and industries, as identified by the National Skills Commission as part of the Australian Skills Classification, at <https://www.nationalskillscommission.gov.au/23-core-competencies-importance-set-base-transferable-skills>.

**'Corporation'** has the meaning given to that term in section 57A of the Corporations Act.

**'Corporations Act'** means the *Corporations Act 2001* (Cth).

- (a) rendered in accordance with all of the requirements of the relevant PT PCP Subcontract; and
- (b) for amounts that are correctly calculated and due for payment and payable under the PT PCP Subcontract.

**'CTA Course'** means a course delivered by a CTA Provider that provides Participants with Career Transition Assistance as described in the Workforce Australia - Career Transition Assistance Deed 2022-2027.

**'CTA Eligible Participant'** means a Participant who meets the eligibility requirements for CTA as specified in any Guidelines.

**'CTA Provider'** means an entity that is a party to a Workforce Australia - Career Transition Assistance Deed 2022-2027 with the Commonwealth.

**'Customer'** includes a Participant, potential Participant, Employer and any other user of the Services.

**'Cybersafety Policy'** means the Department's policy of that name as specified at clauses 40.16 to 40.18.

**'Deed'** means this document, as varied or extended by the Parties from time to time in accordance with this Deed, and includes any Conditions of Offer, the Particulars, any annexures, the Schedule, any Guidelines, any attachments and any documents incorporated by reference.

**'Deed Commencement Date'** means the later of 1 July 2022, or the date on which this Deed is signed by the last Party to do so.

**'Deed Completion Date'** means either:

- (a) the day after the latest of the following:
  - (i) the Service Period end date; or
  - (ii) the latest Extended Service Period end date; or
- (b) if this Deed is terminated before any of the days specified in paragraph (a), the day after the day on which this Deed is terminated.

**'Deed Material'** means all Material:

- (a) developed or created or required to be developed or created as part of or for the purpose of performing this Deed;
- (b) incorporated in, supplied or required to be supplied along with the Material referred to in (a) above; or
- (c) copied or derived from Material referred to in paragraphs (a) or (b); and

includes all Deed Records.

**'Deed Records'** means all Records:

- (a) developed or created or required to be developed or created as part of or for the purpose of performing this Deed;
- (b) incorporated in, supplied or required to be supplied along with the Records referred to in paragraph (a) above; or
- (c) copied or derived from Records referred to in paragraphs (a) or (b); and

includes all Reports.

**'Delegate'** means an individual engaged by the Provider, who is a delegate of the Secretary of the Department under the Social Security Law.

**'Department'** means the Commonwealth Department of Education, Skills and Employment or such other agency or department as may administer this Deed on behalf of the Commonwealth from time to time, and where the context so admits, includes the Commonwealth's relevant officers, delegates, employees and agents.

**'Departmental Exit'** means the exiting of a Participant from Workforce Australia Services by the Digital Services Contact Centre.

**'Department Customer Service Officer'** means any individual who is responsible on behalf of the Department for responding to calls to the Department's National Customer Service Line.

**'Department Employee'** means an employee of the Commonwealth working for the Department and:

- (a) any individual notified by the Department to the Provider as being a Department Employee; and
- (b) any individual authorised by law to undertake acts on behalf of the Department.

**'Department of Social Services'** means the Commonwealth department of that name, or such other agency or department as Notified by the Department from time to time, and includes its officers, delegates, employees, contractors and agents.

**'Department's IT Systems'** means the Department's IT computer system accessible by the Provider and potentially Subcontractors, and through which information is exchanged between the Provider, Subcontractors, Services Australia and the Department in relation to the Services.

**'Department's National Customer Service Line'** means a free call telephone service which puts Participants and Employers in contact with a Department Customer Service Officer, and is 1800 805 260, or such other number as Notified by the Department.

**'Department's Security Policies'** means policies relating to the use and security of the Department's IT Systems and Records, and includes the policy by the name of Security Policy for External Employment Services Providers and Users and any other security policies Notified or advised by the Department. Relevant policies are available on the Department's IT Systems through the following path: Provider Portal > jobactive > Provider Operations > IT Security & Access, or at such other location as advised by the Department.

**'Department's Website'** means the website advised by the Department for the purposes of clause 110 and which is accessible via the internet.

**'Digital Services Contact Centre'** means the service managed by the Department to provide support to Workforce Australia Services Online Participants and Workforce Australia Services Participants that can be contacted on 1800 314 677, or such other number as Notified by the Department.

**'Direct Registration'** or **'Directly Register'** means Registration by the Provider of an individual who does not have a Referral, in accordance with clause 102 and any Guidelines.

**'Director'** means any of the following:

- (a) an individual 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 regardless of the name given to their position;
- (b) a member of the governing committee of an Aboriginal and Torres Strait Islander corporation under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);
- (c) a member of the committee of an organisation incorporated pursuant to state or territory laws relating to the incorporation of associations;
- (d) an individual 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;
- (e) an individual who acts in the position of a director of a body corporate;
- (f) an individual whose instructions or wishes the directors of a body corporate are accustomed to acting upon, and not simply because of the individual's professional capacity or business relationship with the directors or the body corporate; and
- (g) a member of the board, committee or group of individuals (however described) that is responsible for managing or overseeing the affairs of the body corporate.

**'Disability Employment Services'** means the services provided under the Disability Employment Services Grant Agreement 2018-2023 administered by the Department of Social Services.

**'Disability Employment Services Grant Agreement 2018-2023'** means the agreement for the provision of Disability Employment Services with the Department of Social Services.

**'Disability Employment Services Provider'** or **'DES Provider'** means a provider of services under the Disability Employment Services Grant Agreement 2018-2023.

**'Disability Support Pension Recipient (Compulsory Participation Requirements)'** means a Participant who is in receipt of the Disability Support Pension, is under the age of 35, and has compulsory participation requirements which must be satisfied in order for the Participant to receive the Income Support Payment.

**'Dispose'** or **'Disposal'** means to sell, license, 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.



**'Documentary Evidence'** means the records of the Provider including any Records held in any External IT System, as specified in this Deed including in any Guidelines, which evidence that Services were provided by the Provider as required under this Deed and/or that the Provider is entitled to a Payment.

**'Early School Leaver'** means an individual who falls within the meaning given to the term 'early school leaver' by the *Social Security Act 1991* (Cth) and who has early school leaver participation requirements under the Social Security Law.

**'Education'** means any education activity unless otherwise advised by the Department.

**'Effective Exit'** means the automatic removal of a Participant from the Department's IT Systems as being eligible for the full range of Services when:

- (a) the Department is advised by Services Australia that the Participant has stopped receiving an Income Support Payment;
- (b) the Participant is commenced in another employment services program or equivalent, that is specified as an Effective Exit in any Guidelines;
- (c) the Participant begins receiving Self-Employment Assistance Comprehensive Services; or
- (d) the Participant participates in an activity, or an event occurs in relation to the Participant, that is specified as an Effective Exit in any Guidelines.

**'Electronic Calendar'** means the electronic calendar in the Department's IT Systems used by the Provider for managing, and/or setting dates and times for:

- (a) Referrals;
- (b) Engagements; and
- (c) referrals by the Provider to other employment services.

**'Employability Skills Training'** or **'EST'** means the Commonwealth program of that name, administered by the Department, which provides eligible Participants with employability skills training.

**'Employer'** means an entity that has the legal capacity to enter into a contract of employment with a Participant.

**'Employment'** or **'Employed'** means the status of an individual who is in paid work under a contract of employment or who is otherwise deemed to be an employee under relevant Australian legislation.

**'Employment Facilitator'** means an entity contracted by the Department to provide a local point of contact for the Department and who works directly with local communities, business and stakeholders, as well as certain Participants or potential Participants where required to connect them with training and job opportunities and to link them with other existing support.

**'Employment Fund'** means a flexible pool of funds held by the Department and nominally credited to the Provider at the Site level, and which may be accessed by Workforce Australia Employment Services Providers for Reimbursement of:

- (a) purchases of goods or services which genuinely assist Participants to build experience and skills to get a job; and
- (b) a Wage Subsidy for Workforce Australia Services Participants.

**'Employment Outcome'** means:

- (a) a Partial Outcome; or
- (b) a Full Outcome.

**'Employment Outcome Completion Date'** means the date specified in Row 1, Column C of Table 1 in ANNEXURE B2 – OUTCOMES.

**'Employment Outcome Start Date'** means the date specified in Row 1, Column B of Table 1 in ANNEXURE B2 – OUTCOMES.

**'Employment Region'** means a geographical area:

- (a) identified and displayed at the Labour Market Information Portal Website ([lmip.gov.au](http://lmip.gov.au)), as varied by the Department at the Department's absolute discretion; and
- (b) that the Provider is contracted to service under this Deed, as specified in item 4.1 of Schedule 1 to any Head Licence.

**'Employment Services Assessment'** means an assessment of a Participant's barriers to employment and work capacity conducted by Services Australia.

**'Employment Services Tip off Line'** means a telephone and email service, developed primarily for current and former employees of employment services providers who suspect, or have evidence of incorrect claims or acceptance of Payments, or any other activities that may be a breach of the deeds that employment services providers have signed with the Department, and which allows those individuals to report their concerns to the Department.

**'Employment Systems Service Desk'** means the Department's centralised point of IT support for employment service providers in relation to the Department's IT Systems, including the Employment Services System and Employment and Community Services Network.

**'Engagement'** means an engagement that must be recorded in the Electronic Calendar in accordance with clause 104.

**'Engagement Payment'** means a Fee of the name set out in Table 4 in ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS, paid in accordance with clause 154.

**'Entrusted Person'** has the meaning given to this term in the PTR Act.

**'EST Course'** means a Training Block 1 Course or a Training Block 2 Course.

**'EST Eligible Participant'** means a Participant (Mutual Obligation) or a Disability Support Pension Recipient (Compulsory Participation Requirements) who meets the eligibility requirements for EST as specified in any Guidelines.

**'EST Provider'** means an entity that is a party to a Workforce Australia - Employability Skills Training Deed 2022 – 2027 with the Commonwealth.

**'Exempt Public Authority'** has the meaning given to that term in section 9 of the Corporations Act.

**'Exemption'** means an exemption by Services Australia from Mutual Obligation Requirements of a Participant (Mutual Obligation) for a specified period of time as a result of circumstances specified under the Social Security Law.

**'Existing Material'** means all Material, except Commonwealth Material and Third Party Material, that is:

- (a) in existence at the Deed Commencement Date or is subsequently brought into existence other than as a result of the performance of this Deed; and
- (b) included in, embodied in, or attached to:
  - (i) the Deed Material; or
  - (ii) the Services or is otherwise necessarily related to the functioning or operation of the Services.

**'Exit'** means an exit of a Participant from Workforce Australia Services in accordance with clause 118.

**'Extended Head Licence Period'** means any period of time after the Head Licence End Date.

**'Extended Service Period'** means any period of time after the end of the Service Period.

**'External IT System'** means any information technology system or service (including any cloud storage platform), other than the Department's IT Systems, used by the Provider or any Subcontractor in association with the delivery of the Services or to Access the Department's IT Systems. 'External IT System' includes a Provider IT System and any Third Party IT.

**'External Systems Assurance Framework'** or **'ESAF'** means the framework, as specified in any Guidelines, by which the Department gains assurance over External IT Systems and includes requirements in relation to Provider IT System accreditation (such as Right Fit For Risk) and Third Party IT accreditation.

**'Fair Work Ombudsman'** means the Fair Work Ombudsman established under the *Fair Work Act 2009* (Cth) and includes any other entity that may, from time to time, perform the functions of the Fair Work Ombudsman.

**'Fees'** means any amounts payable by the Department under this Deed specified to be Fees and any amounts not expressly identified as a Reimbursement or an Ancillary Payment.

**'Financial Incentive'** means any payment by the Provider in relation to which the Provider may claim a Reimbursement:

- (a) from the Employment Fund (including in relation to a Wage Subsidy); or
- (b) for any:
  - (i) a Youth Bonus Wage Subsidy;
  - (ii) an NWEF Host Payment; or

**'Financial Year'** means a period from 1 July in one year to 30 June in the following year.

**'Full Outcome'** means the Outcome specified in Row 2 of Table 1 in ANNEXURE B2 – OUTCOMES.

**'Full-Time'** means, for a Full-Time Site, a minimum of eight hours on each Business Day.

**'Full-Time Site'** means a Site that is specified to be a Full-Time Site in item 4.7 of Schedule 1 to the relevant Head Licence.

**'Generalist Provider'** means:

- (a) a Workforce Australia Employment Services Provider licensed to deliver Workforce Australia Services to all Participants, regardless of which cohort they may belong to; and
- (b) regarding a particular Site, the Provider if the Provider is identified as a Generalist Provider in item 4.2 of Schedule 1 to any Head Licence in relation to any Licence applying to that Site.

**'Group Respondent'** means a group of two or more entities, however constituted, other than a partnership, which have entered into an arrangement for the purposes of jointly delivering the Services, and which may have appointed a lead member of the group with authority to act on behalf of all members of the group for the purposes of this Deed, as specified in the Particulars.

**'GST'** has the meaning as given in section 195-1 of the GST Act.

**'GST Act'** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**'Guide to Social Security Law'** means the guidelines published by the Department of Social Services, (<http://guides.dss.gov.au/guide-social-security-law>).

**'Guidelines'** means any guidelines issued by the Department, as described in this Deed, as amended by the Department.

**'Harvest Crops'** means all vegetables, fruits, grains, seeds, hops, nuts, fungi, olives, flowers, broad acre crops, sugar, sandalwood, or other specialised crops as described in any Guidelines.

**'Harvest Placement'** means the placement by an HTS Provider of a Harvest Worker into a vacant position for paid Employment that involves Harvest Work in accordance with the Harvest Trail Services Deed.

**'Harvest Trail Services'** or **'HTS'** means the Commonwealth program of that name (or such other name as advised by the Department), administered by the Department.

**'Harvest Trail Services Deed'** or **'HTS Deed'** means the Harvest Trail Services Deed 2020-2023, being an agreement for the provision of Harvest Trail Services with the Department.

**'Harvest Work'** means work that includes one or more of the activities under the following categories:

- (a) production of Harvest Crops, including picking and pollinating;
- (b) planting and preparation for planting of Harvest Crops, including clearing and trenching;
- (c) propagation of Harvest Crops, including growing new plants from seeds;
- (d) packing shed operations;
- (e) local and immediate Harvest Crop processing; or
- (f) local storage and local transportation of Harvest Crops.

**'Harvest Work 4 Week Period'** means the period specified in Row 3, Column D of Table 1 in ANNEXURE B2 – OUTCOMES.

**'Harvest Work 12 Week Period'** means the period specified in Row 4, Column D of Table 1 in ANNEXURE B2 – OUTCOMES.

**'Harvest Work 26 Week Period'** means the period specified in Row 5, Column D of Table 1 in ANNEXURE B2 – OUTCOMES.

**'Harvest Work 4 Week Outcome'** means the Outcome specified in Row 3 of Table 1 in ANNEXURE B2 – OUTCOMES.

**'Harvest Work 12 Week Outcome'** means the Outcome specified in Row 4 of Table 1 in ANNEXURE B2 – OUTCOMES.

**'Harvest Work 26 Week Outcome'** means the Outcome specified in Row 5 of Table 1 in ANNEXURE B2 – OUTCOMES.

**'Harvest Work Outcome'** means a Harvest Work 4-Week Outcome, Harvest Work 12 Week Outcome or Harvest Work 26 Week Outcome, as relevant.

**'Harvest Work Outcome Completion Date'** means the date specified in Row 3, Row 4 or Row 5 (as relevant), Column C of Table 1 in ANNEXURE B2 – OUTCOMES.

**'Harvest Work Outcome Start Date'** means the date specified in Row 3, Column B of Table 1 in ANNEXURE B2 – OUTCOMES.

**'Harvest Worker'** means a Participant who:

- (a) is not prohibited by law from working in Australia;
- (b) if a holder of a temporary work visa with general work rights, is not restricted to a particular employer or type of work; and
- (c) has been referred to an HTS Provider by the Provider.

**'Head Licence'** means a contract for the provision of the Services that is formed in accordance with clause 10.1.

**'Head Licence Completion Date'** means either:

- (a) the day after the latest of the following:
  - (i) the Head Licence End Date; or
  - (ii) the latest Extended Head Licence Period end date; or
- (b) if the Head Licence is terminated before any of the days specified in paragraph (a), the day after the day on which the Head Licence is terminated.

**'Head Licence End Date'** means the date that is specified to be the 'Head Licence End Date' in item 2 of Schedule 1 to the relevant Head Licence.

**'Head Licence Start Date'** means the date that is specified to be the 'Head Licence Start Date' in item 1 of Schedule 1 to the relevant Head Licence.

**'Head Licence Term'** means the period from the Head Licence Start Date to the Head Licence Completion Date.

**'High Value Head Licence'** means, for the purposes of the Indigenous Procurement Policy, a Head Licence where:

- (a) the Services will be wholly delivered in Australia;
- (b) the value of the Services is \$7.5 million (GST inclusive) or more;
- (c) more than half the value of the Head Licence is being spent in one or more of the industry sectors specified at the Indigenous Procurement Policy website (<https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp>); and
- (d) the value of the Head Licence is not being spent in one of the sub-category industry sectors specified at the Indigenous Procurement Policy website (<https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp>).

Note: For the purposes of paragraph (c), employment services fall within the 'politics and civic affairs services' industry sector.

**'Host Organisation'** means an organisation that hosts an Activity, but does not include:

- (a) an EST Provider in relation to its delivery of an EST Course;
- (b) a CTA Provider in relation to its delivery of a CTA Course;
- (c) a Local Jobs Program Activity Host in relation to its delivery of a Local Jobs Program Activity;
- (d) a Workforce Australia - Workforce Specialist in relation to its delivery of a Workforce Specialist Project;
- (e) a Launch into Work Organisation in relation to its delivery of a Launch into Work Placement; or
- (f) a SEE Provider in relation to its delivery of a SEE Training Course.

Note: For the avoidance of doubt, where applicable, a Host Organisation could include a Related Entity or the Provider.

**'Host Organisation Agreement'** means a written and signed agreement between the Provider and a Host Organisation (and, where relevant, the Participant) in relation to the provision of Activities, in accordance with any Guidelines.

**'Indigenous Australian'** means an individual who:

- (b) identifies as an Aboriginal person or a Torres Strait Islander, in each case, as defined in section 4(1) of the *Aboriginal and Torres Strait Islander Act 2005* (Cth).

**'Indigenous Enterprise'** means an organisation that is 50 per cent or more owned by Aboriginal or Torres Strait Islander persons and is operating as a business.

**'Indigenous Participation Plan'** means the plan which sets out how the Provider will comply with the Indigenous Procurement Policy, including how the Provider will meet the Mandatory Minimum Requirements.

**'Indigenous Procurement Policy'** means the Commonwealth policy of that name, as amended from time to time, available at the Indigenous Procurement Policy website: <https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp>.

**'Indigenous Procurement Policy Reporting Solution'** or **'IPPRS'** means the online portal where the Provider reports on its compliance with the Indigenous Participation Plan, including the Provider's progress in meeting the Mandatory Minimum Requirements, for the purposes of the Indigenous Procurement Policy.

**'Initial Interview'** means an initial Contact between the Provider and a Participant in accordance with clause 106.

**'Input Tax Credit'** has the meaning given in section 195-1 of the GST Act.

**'Insolvency Event'** means that the Provider, any Material Subcontractor, any entity giving the guarantee under clause 35.3(b), and/or any party having or exercising control over the Provider or any Material Subcontractor:

- (a) becomes externally administered for the purposes of:
  - (i) the Corporations Act or an external insolvency administrator is appointed to any such entity under the provisions of any companies or securities legislation of another jurisdiction;
  - (ii) any incorporated associations legislation of the Australian states and territories; or
  - (iii) the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);
- (b) fails to comply with a statutory demand in the manner specified in section 459F of the Corporations Act, and has not made an application to set aside such demand under section 459G of the Corporations Act;
- (c) has, or is reasonably likely to have, a controller (as that term is defined in the Corporations Act) or mortgagee in possession appointed to its assets;
- (d) if an individual, becomes bankrupt or has entered into a scheme of arrangement with their creditors;
- (e) if an unincorporated entity or trust:
  - (i) an event of the kind referred to in paragraphs (a), (b), (c) or (d) occurs in respect of any of the partners, joint venturers or proprietors of such entity; or
  - (ii) a trustee in bankruptcy (or comparable person) is appointed to the assets and affairs of any of the partners, joint venturers or proprietors of such entity, or any of those partners, joint venturers or proprietors enter into an arrangement or composition with its or their creditors for the payment of their debts; or
- (f) is otherwise unable to pay its debts as and when they fall due.

**'Intellectual Property Rights'** includes intellectual property rights, including the following rights:

- (a) rights in relation to patents, copyright (including Moral Rights), circuit layout rights, trade marks (including goodwill in those marks), business names and any right to have confidential information (including trade secrets and know-how) kept confidential and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world;
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere,

whether or not such rights are registered or capable of being registered.

**'Interest'** means simple interest calculated in respect of each calendar day from the day after the debt became due and payable, up to and including the day that the Provider effects full payment of the debt to the Commonwealth or a PT PCP Subcontractor (as relevant), using the following formula:

where:

SI = simple interest amount;

UA = the unpaid amount;

GIC = for the purposes of clause 32.3, a rate determined by the Department that will be no higher than the 90 day bank-accepted bill rate (available from the Reserve Bank of Australia); or

for the purposes of clause 59.17, the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* (Cth) on the day payment is due, expressed as a decimal rate per day; and

D = the number of days from the day after payment was due up to and including the day that payment is made. "The day that payment is made" is the day when the Provider's system generates a payment request into the banking system for payment to the Commonwealth or the PT PCP Subcontractor (as relevant).

'**Invalid Claim**' means a claim by the Provider for a payment from the Department where the Provider was not entitled to the payment under this Deed.

'**ISO 9001 Accreditation**' means that the Provider or a Related entity has been certified by any entity accredited by the Joint Accreditation System of Australia and New Zealand (JAS-ANZ) as meeting the requirements of the international standard for a quality management system set out in the ISO 9001 Standard issued by the International Organization for Standardization.

'**jobactive**' means the Commonwealth program of that name (or such other name as advised by the Department from time to time), administered by the Department.

'**jobactive Provider**' means any entity contracted to the Commonwealth to provide Employment Provider Services under the jobactive Deed 2015-2022.

'**Job Capacity Assessment**' or '**JCA**' means an assessment conducted by Services Australia to determine eligibility for the Disability Support Pension and includes assessment of barriers to employment and work capacity.

'**Job Outlook Website**' means the website of that name that is owned and maintained by the Commonwealth and accessible via the internet (<https://joboutlook.gov.au/>).

'**Job Placement**' means a Vacancy or a position in an apprenticeship or a traineeship that is recorded or lodged on the Department's IT Systems by the Provider as being occupied by the Participant in accordance with this Deed.

'**Job Placement Start Date**' means:

- (a) unless paragraphs (b) or (c) below apply, the date on which the Participant first commences in a Job Placement;
- (b) if the Job Placement includes an initial Paid Induction Period, either:
  - (i) the day on which the Participant first commences in the Job Placement; or
  - (ii) the first day of continuous Employment following the Paid Induction Period, whichever the Provider selects; or
- (c) if there is a Significant Increase in Income or a Significant Increase in Pre-Existing Employment in relation to the Job Placement, the date of the relevant significant increase which the Provider records on the Department's IT Systems, or as otherwise specified in any Guidelines or advised by the Department.

'**Job Plan**' means the plan described in Section B2.3 – Job Plans, and which includes an employment pathway plan under the *Social Security Act 1991* (Cth) and a participation plan for Disability Support Pension Recipients (Compulsory Participation Requirements) under the *Social Security Act 1991* (Cth), or, if the *Social Security Act 1991* (Cth) is amended, any other such plans.

**'Job Search'** means an instance of a direct contact with a potential Employer for a job, and includes a contact by phone or in person, by submitting a written application, or by attending a job interview.

Note: Relevant job vacancies do not need to have been publicly advertised to count as a Job Search. However, looking for job vacancies in newspapers or online does not count as a Job Search unless actual contact is made with the relevant potential Employer.

**'Job Search Requirement'** means the number of Job Searches that a Participant (Mutual Obligation) or a Disability Support Pension Recipient (Compulsory Participation Requirements) must complete per month, tailored to the Participant in accordance with any Guidelines.

**'Job Seeker Assessment Framework'** or **'JSAF'** means the assessment framework as specified in Section B2.4 – Job Seeker Assessment Framework and any Guidelines, which informs Participants of the employment services that they are eligible for and supports them in making relevant choices. The JSAF is intended to be ongoing and dynamic, to support Participant disclosure and engagement and to minimise reporting duplication for Participants. It uses analytics to personalise interventions and support.

**'Job Seeker Classification Instrument'** or **'JSCI'** means the statistical tool that determines a Participant's risk of becoming long term unemployed and is the core assessment mechanism in the Job Seeker Snapshot.

**'Job Seeker Profile'** means the functionality in the Department's IT Systems of that name (or such other name as advised by the Department from time to time) that captures key elements of a Participant's skills, qualifications and employment history for the purposes of enabling job matching and tailored job recommendations to be provided to Participants.

**'Job Seeker Snapshot'** means a questionnaire completed by the Participant, Services Australia or the Provider, the results of which informs the Participant of the employment services that they are eligible for and supports them in making relevant choices. It includes questions that determine the Participant's Job Seeker Classification Instrument score, support the Participant to make an informed decision when given a choice between Workforce Australia Online and Workforce Australia Services, and help identify if the Participant may require an Employment Services Assessment.

**'Jobs, Land and Economy Program'** means the Commonwealth program administered by the National Indigenous Australians Agency and aims to enhance Indigenous Australians economic rights, improve employment and pathways to jobs, foster Indigenous business and assist Indigenous people to generate economic and social benefits from effective use of their land and waters.

**'Joint Charter'** means the charter at ATTACHMENT 2 – JOINT CHARTER.

**'Labour Market Information Portal'** means the website of that name that is owned and maintained by the Commonwealth and accessible via the internet (<https://lmip.gov.au/>).

**'Launch into Work'** means the Commonwealth pre-employment program of that name designed to build the skills of suitable Participants for identified employment opportunities.

**'Launch into Work Organisation'** means an organisation that hosts a Launch into Work Placement.

**'Launch into Work Placement'** means a placement of a Participant into a Launch into Work project, arranged in accordance with clause 132 and any Guidelines.

**'Licence'** means the rights and obligations that:

- (a) the Provider has under a Head Licence; and
- (b) relate to the delivery of the Services by a Provider in a particular Employment Region as either a Generalist Provider or a Specialist Provider.

**'Licence End Date'** means, in relation to a particular Licence, the date that is specified to be the 'Licence End Date' for the Licence in item 4.5 of Schedule 1 to any Head Licence.

**'Licence Period'** means the period from the Licence Start Date to the Licence End Date.

**'Licence Start Date'** means, in relation to a particular Licence, the date that is specified to be the 'Licence Start Date' for the Licence in item 4.4 of Schedule 1 to any Head Licence.

**'Liquidated Damages'** means the amount that the Department may recover from a Provider in accordance with clause 65.

**'Local Jobs Program'** means the Commonwealth program of that name, administered by the Department, designed to support the recovery of local economies through identified place-based strategies that can respond rapidly to an Employment Region's training and employment needs, and importantly, connect job seekers to local jobs.

**'Local Jobs Program Activity'** means an activity provided by a Local Jobs Program Activity Host.

**'Local Jobs Program Activity Host'** means an entity that has an agreement with the Commonwealth to provide a Local Jobs Program Activity, amongst other things.

**'Local Jobs Program Activity Partner'** means, in relation to a Local Jobs Program Activity, the Workforce Australia Employment Services Provider, Workforce Australia - Transition to Work Provider or ParentsNext Provider that is the nominated partnering provider for that Local Jobs Program Activity in accordance with any Guidelines.

**'Loss'** means any liability, loss, damage, cost and/or expenses (including legal costs on a full indemnity basis) incurred or suffered.

**'Mandatory Activity'** means a mandatory activity as specified in any Guidelines.

**'Mandatory Activity Requirement'** means a requirement, specified in a Participant's (Mutual Obligation) Job Plan, to undertake a Mandatory Activity.

**'Mandatory Minimum Requirement'** means any requirement of that name as set out in the Indigenous Participation Plan, or as otherwise advised by the National Indigenous Australians Agency.

**'Material'** includes equipment, software (including source code and object code), goods, and Records stored by any means including all copies and extracts of the same.

**'Material Subcontractor'** means any Subcontractor of the Provider subcontracted to perform a substantial part (as determined by the Department) of the Services.

**'Micro-credential'** means a skill or skills arising from completion of a short and targeted training product which may also include those in the National Training System.

**'Modern Award'** means a modern award made under Part 2-3 of the *Fair Work Act 2009* (Cth).

**'Moral Rights'** has the meaning given to the term 'moral rights' by the *Copyright Act 1968* (Cth).

**'Mutual Obligation Requirement'** means any activity test, participation requirement or other requirement that a Participant must meet in order to receive an Income Support Payment, including a requirement that, if not complied with, would be:

- (a) a Mutual Obligation Failure;
- (b) a Work Refusal Failure;
- (c) an Unemployment Failure; or
- (d) a failure to meet a Reconnection Requirement,

under the Social Security Law.

**'National Minimum Wage'** means the national minimum wage as set in a national minimum wage order made under Part 2-6 of the *Fair Work Act 2009* (Cth).

**'National Principles for Child Safe Organisations'** means the National Principles for Child Safe Organisations, endorsed by the Council of Australian Governments as published by the Commonwealth (available at: <https://www.humanrights.gov.au/about/news/coag-endorses-national-principles-child-safe-organisations>).

**'National Skills Commission'** means the Commonwealth agency led by the National Skills Commissioner that provides expert advice and national leadership on Australia's labour market and current, emerging and future workforce skills needs.

**'National Standards for Disability Services Accreditation'** means certification by any entity accredited by the Joint Accreditation System of Australia and New Zealand (JAS-ANZ) as meeting the standards set out in the National Standards for Disability Services issued by the Australian Government Department of Social Services.

**'National Training System'** means the Australian Vocational Education and Training system which aims to provide individuals with the work-ready skills and qualifications needed to keep Australia's industry sectors productive and competitive and which is based on occupational skills standards, which are set out in units of competency within training packages which reflect nationally consistent qualifications required for particular occupations.

**'National Work Experience Program'** or **'NWEPP'** means the Commonwealth program of that name, administered by the Department, which aims to provide eligible Participants as specified in any Guidelines with opportunities to enhance their vocational skills and experience in a work-like environment.



**'National Work Experience Program Placement' or 'NWEPP Placement'** means a short-term unpaid work trial placement that meets the eligibility requirements for a National Work Experience Program Placement, as specified under clause 128 and any Guidelines.

**'NEST Provider'** means any entity contracted by the Commonwealth to provide Services under the New Employment Services Trial Deed 2019-2022.

**'Non-Payable Outcome'** means any non-payable Outcome specified in any Guidelines.

**'Non-vocational Barriers'** means the range of barriers that can prevent an individual from obtaining and sustaining Employment or Education or from undertaking further skills development, including homelessness, mental illness, drug or alcohol addiction, sexual abuse or violence and physical or mental abuse.

**'Notice'** means a notice given in accordance with clause 86.

**'Notifiable Incident'** has the meaning given in the WHS Act.

**'NWEPP Host Payment'** means, unless otherwise specified in any Guidelines, an amount of \$1,000.

**'NWEPP Provider Payment'** means the Fee, set out in Table 8B in ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS, paid in accordance with clause 159.

**'Observational Work Experience Placement'** means a short-term, observational, unpaid work experience placement that meets the eligibility requirements for an Observational Work Experience Placement as specified under clause 129 and any Guidelines.

**'Online Learning Modules'** means a suite of Australian online training modules provided by the Department which Participants can access to help them develop skills needed to improve their job searching ability and engage in the labour market.

**'Other Service'** means:

- (a) ParentsNext;
- (b) Transition to Work;
- (c) Disability Employment Services; or
- (d) any other service specified as an Other Service in any Guidelines.

**'Other Service Provider'** means any:

- (a) ParentsNext Provider;
- (b) Workforce Australia - Transition to Work Provider;
- (c) Disability Employment Services Provider; or
- (d) other entity specified to be an Other Service Provider in any Guidelines.

**'Outcome'** means an Employment Outcome or a Harvest Work Outcome.

**'Outcome Payment'** means a Fee for:

- (a) an Employment Outcome as set out in Table 5A in ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS; or
- (b) a Harvest Work Outcome as set out in Table 5B in ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS.

**'Outcome Period'** means:

- (a) for an Employment Outcome, the period from the relevant Employment Outcome Start Date to the relevant Employment Outcome Completion Date; and
- (b) for a Harvest Work Outcome, the period from the relevant Harvest Work Outcome Start Date to the relevant Harvest Work Outcome Completion Date.

**'Outreach'** means, for an Outreach Site, a regular presence other than Part-Time or Full-Time - for example, on a fortnightly, monthly, seasonal or 'as the need arises' basis.

**'Outreach Site'** means a Site that is specified to be an Outreach Site in item 4.7 of Schedule 1 to the relevant Head Licence.

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

**'Paid Induction Period'** is a period of time that starts on the day a Participant commences employment with the Employer and ends on the day the Participant ceases employment with the Employer, where the Participant undergoes associated job training supported by the Employer and where the Employer remunerates the Participant in compliance with all applicable legislation.

**'Panel'** means the Department's panel for the delivery of Workforce Australia Services.

**'Panel Member'** means an entity contracted to provide employment services under the Workforce Australia Services Deed of Standing Offer 2022-2028. A reference to 'the Panel Member' is a reference to the Provider.

**'ParentsNext'** means the Commonwealth program of that name (or such other name as advised by the Department), administered by the Department.

**'ParentsNext Deed'** means the ParentsNext Deed 2018-2024, being an agreement for the provision of ParentsNext services with the Commonwealth.

**'ParentsNext Provider'** means any entity that is a party to a ParentsNext Deed.

**'Partial Outcome'** means the Outcome specified in Row 1 of Table 1 in ANNEXURE B2 – OUTCOMES.

**'Participant'** means any individual, who is identified by Services Australia, the Department, or the Provider on the Department's IT Systems as eligible for receiving Workforce Australia Services, and includes a Workforce Australia Services Participant, a Participant (Mutual Obligation), a Participant (Voluntary), a Disability Support Pension Recipient (Compulsory Participation Requirements) and any other individual identified as a Participant in any Guidelines.

**'Participant (Mutual Obligation)'** means a Participant with Mutual Obligation Requirements, including any Participant as specified in any Guidelines, but excluding a Disability Support Pension Recipient (Compulsory Participation Requirements).

**'Participant (Voluntary)'** means a Participant who:

- (a) is subject to an Exemption;
- (b) has part-time Mutual Obligation Requirements and is fully meeting their Mutual Obligation Requirements;
- (c) has a temporary reduced work capacity of less than 15 hours per week, as determined by an ESAt or JCA, for the period determined by an ESAt or JCA;
- (d) is a PCW Participant with a current and future work capacity of less than 15 hours per week; or
- (e) is otherwise identified by the Department as being a Participant (Voluntary),

and volunteers to participate in additional activities.

**'Participant Risk Assessment'** means a risk assessment in relation to a Participant's involvement in a Specified Activity undertaken and updated in accordance with any Guidelines.

**'Participant Sourced Voluntary Work'** means Voluntary Work that a Participant with a Points Requirement has identified and secured for themselves, including Voluntary Work that the Participant identifies and secures for themselves with a Host Organisation.

**'Particulars'** means the document of that name in which the Parties execute this Deed.

**'Part-Time'** means, for a Part-Time Site, set weekly hours on Business Days with hours of operation less than Full-Time, as agreed with the Department.

**'Part-Time Site'** means a Site that is specified to be a Part-Time Site in item 4.7 of Schedule 1 to the relevant Head Licence.

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

**'PaTH Intern'** means a Participant who meets the eligibility requirements for a PaTH Intern as specified in any Guidelines.

**'PaTH Internship'** means an unpaid work trial placement that meets the eligibility requirements of a PaTH Internship as specified in any Guidelines.

**'PaTH Internship Agreement'** means a Host Organisation Agreement between the Provider, a Host Organisation and a PaTH Intern in relation to a PaTH Internship, in accordance with any Guidelines.

**'PaTH Internship Host Payment'** means, unless otherwise specified in any Guidelines, an amount of \$1,000.

**'PaTH Internship Provider Payment'** means the Fee, Reimbursement or Ancillary Payment payable under this Deed, as specified in Table 3A in ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS, paid in accordance with clause 158.

**'PaTH Internship Start Date'** means the date on which the PaTH Intern commences in the relevant PaTH Internship, if that day occurs during the PaTH Intern's Period of Registration.

**'Payment'** means any Fee, Reimbursement or Ancillary Payment payable under this Deed.

**'PCW Participant'** means a Participant with a Partial Capacity to Work.

**'Performance Rating'** means the measure of the Provider's performance in delivering Workforce Australia Services, calculated by the Department at its absolute discretion.

**'Period of Registration'** means the continuous period of time of that name, as specified in the Department's IT Systems, during which a Participant is serviced by the Provider in Workforce Australia Services, beginning on the Participant's Commencement, and which is halted while the Participant is Suspended, and which ends when the Participant is:

- (a) transferred from the Provider in accordance with this Deed; or
- (b) Exited.

**'Period of Service'** means the period of time of that name specified in the Department's IT Systems that a Participant is in Workforce Australia Services, and which is effectively a period that:

- (a) begins when the Participant Commences in Workforce Australia Services;
- (b) halts when the Participant is Suspended; and
- (c) ends when the Participant Exits.

**'Period of Unemployment'** means the period of time of that name, and which is effectively the period that:

- (a) begins on the date on which a Participant registers with Services Australia or Directly Registers with the Provider, as relevant; and
- (b) ends as specified in the Department's IT Systems.

**'Permissible Break'** means, where a Participant is working towards a Partial Outcome or a Full Outcome, a period of time during which the Participant has a break in Employment caused by a situation which is outside the control of the Participant or the Provider and which satisfies the requirements specified in any Guidelines.

**'Personal Event'** means a Participant's personal event that has been recorded in their Electronic Calendar.

**'Personal Event Time'** means the time that a Personal Event is scheduled to occur.

**'Personal Handover Meeting'** means an in person, face-to-face meeting between the Provider, the relevant CTA Eligible Participant and the relevant CTA Provider in accordance with any Guidelines.

**'Personal Information'** has the same meaning as under section 6 of the Privacy Act.

**'Personnel'** means:

- (a) in relation to the Provider, any individual who is an officer, employee, volunteer or professional advisor of the Provider; and
- (b) in relation to any other entity, any individual who is an officer, employee, volunteer or professional advisor of the entity.

**'Points Based Activation System'** or **'PBAS'** means the system which allows Participants to meet their Mutual Obligation Requirements by undertaking sufficient tasks and activities to meet a monthly Points Target.

**'Points Reporting Period'** means, unless otherwise specified in any Guidelines, the first month, and each successive month thereafter, of a Participant's (Mutual Obligation) Period of Unemployment.

**'Points Requirement'** means the requirement that a Participant (Mutual Obligation) meet their Points Target in each Points Reporting Period, and which must be specified in the Participant's Job Plan in accordance with clause 110.1.

**'Points Target'** means, in relation to a Participant (Mutual Obligation), the number of points specified on the Participant's dashboard on the Department's Website or the jobseeker application (app).

**'Post-placement Support'** means support and assistance provided to Participants and/or Employers to help sustain the Employment of a Participant following a relevant Job Placement and may include the provision of mentoring and coaching, work-related training, work-related equipment and attire and other relevant support.

**'Pre-existing Employment'** means a Position Employed under the Social Security Act 1991, an apprenticeship or traineeship occupied by the Participant prior to them receiving Workforce Australia Services from any Workforce Australia Employment Services Provider.

**'Privacy Act'** refers to the *Privacy Act 1988* (Cth).

**'Program Assurance Activities'** refers to activities that may be conducted at any time, to assist the Department in determining whether the Provider is meeting its obligations under this Deed, including any Guidelines.

**'Progress Payments'** means the Fees, set out in Table 7 in ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS, and paid in accordance with clause 157.

**'Protected Information'** has the same meaning as under section 23 of the *Social Security Act 1991* (Cth).

**'Provider'** means the entity or entities specified in the Particulars and contracted under this Deed, and includes its or their Personnel, successors and assigns.

**'Provider Exit'** means the exiting of a Participant from Workforce Australia Services by the Provider, through recording the Exit and the relevant reasons on the Department's IT Systems, in accordance with any Guidelines.

**'Provider IT System'** means an information technology system or service (including any cloud storage platform) used by the Provider or any Subcontractor in association with the delivery of the Services or to Access the Department's IT Systems.

**'Provider Records'** means all Records, except Commonwealth Records, in existence prior to the Deed Commencement Date:

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

the Deed Records.

**'Provider Sourced Voluntary Work'** means Voluntary Work that the Provider has identified and secured for a Participant, including Voluntary Work that the Provider itself arranges with a Host Organisation.

**'PT PCP'** means the Commonwealth's 'Payment Times Procurement Connected Policy'.

**'PT PCP Evaluation Questionnaire'** means a questionnaire in substantially the form of Appendix C of the PT PCP.

**'PT PCP Policy Team'** means the Minister, department or authority that administers or otherwise deals with the PT PCP on the relevant day.

**'PT PCP Protected Information'** has the meaning given to the term 'protected information' in the PTR Act.

**'PT PCP Purpose'** means:

- (a) the review, evaluation, monitoring, assessment and reporting on the PT PCP, including Reporting Entities' compliance with the PT PCP; or
- (b) improving payment times to PT PCP Subcontractors.

**'PT PCP Remediation Plan'** means a written remediation plan substantially in the form of Appendix D of the PT PCP.

**'PT PCP Subcontract'** means a Subcontract between the Provider and another party (**Other Party**), but only where the Provider is a Reporting Entity and:

- (a) the Subcontract is (wholly or in part) for the provision of goods or services for the purposes of any Head Licence;
- (b) the parties are carrying on business in Australia; and
- (c) the component of the Subcontract for the provision of goods or services for the purposes of the Head Licence has a total value of less than (or is reasonably estimated will not exceed) \$1,000,000 (GST inclusive) during the period of the Subcontract, not including any options, extensions, renewals or other mechanisms that may be executed over the life of the Subcontract (but including work/official orders entered into that are valued up to \$1 million (GST inclusive) under standing offer (panel) arrangements),

but does not include the following Subcontracts:

- (d) Subcontracts entered into prior to the Provider's response to the relevant request for proposal for this Deed;

- (e) Subcontracts which contain standard release conditions for the Other Party and which cannot reasonably be negotiated by the Provider; or
- (f) Subcontracts for the purposes of:
- (i) procuring and consuming goods or services overseas; or
  - (ii) procuring real property, including leases and licences.

**'PT PCP Subcontractor'** means any entity that is entitled to receive payment for the provision of goods or services under a PT PCP Subcontract.

**'PTR Act'** means the *Payment Times Reporting Act 2020* (Cth), and includes a reference to any subordinate legislation made under the Act.

**'Public Sector Data'** has the meaning given to that term in section 10(2) of the *Data Availability and Transparency Bill 2020* (Cth).

**'Quality Assurance Framework'** or **'QAF'** means the Department's framework as set out in any Guidelines for assessing the quality of Workforce Australia Services delivered by Workforce Australia Employment Services Providers to Participants, Employers and the Department.

**'Quality Assurance Framework Audit'** or **'QAF Audit'** means a Quality Standards Audit and a Quality Principles Audit.

**'Quality Assurance Framework Audit Plan'** or **'QAF Audit Plan'** means a plan for the conduct of a Quality Principles Audit in accordance with any Guidelines.

**'Quality Assurance Framework Certificate'** or **'QAF Certificate'** means a certificate, issued by the Department that certifies that the Provider:

- (a) complies with a Quality Standard; and
- (b) adheres to the Quality Principles,

in accordance with any Guidelines.

**'Quality Auditor'** means an entity appointed by the Department to conduct audits under the Quality Assurance Framework.

**'Quality Principles'** means the principles developed by the Department against which Providers must demonstrate adherence to the Quality Assurance Framework.

**'Quality Principles Audit'** means any audit, conducted for the purposes of the Quality Assurance Framework and in accordance with any Guidelines, to determine whether the Provider complies with, or continues to comply with, the Quality Principles.

**'Quality Principles Report'** means a Report of a Quality Principles Audit in accordance with any Guidelines.

**'Quality Report'** means a Quality Standards Report and a Quality Principles Report.

**'Quality Standard'** means a quality standard approved by the Department for the purposes of gaining a Quality Assurance Framework Certificate in accordance with any Guidelines.

**'Quality Standards Audit'** means any audit conducted in accordance with a Quality Standard.

**'Quality Standards Report'** means a complete and unedited report by a Quality Auditor, in accordance with a Quality Standard, resulting from a Quality Standards Audit.

**'Records'** means documents, information and data stored by any means and all copies and extracts of the same, and includes Deed Records, Commonwealth Records and Provider Records.

**'Records Management Instructions'** means any Guidelines provided by the Department in relation to the management, retention and disposal of Records.

**'Referral'** or **'Referred'** means a referral of a Participant to the Provider through the Department's IT Systems, including by Services Australia or the Department.

Note: As indicated in clause 99.1(a)(i), Referral of a Participant includes:

- (a) when the Participant is transitioned to the Provider by the Department from a jobactive Provider or a NEST Provider at the start of this Deed;
- (b) following an online assessment, or an assessment by Services Australia, that has determined the Participant is eligible for Workforce Australia Services;

- (c) when the Participant is moved from the Other Service or Workforce Australia Online Services, including where a Workforce Australia Services Online Participant requests to be moved to Workforce Australia Services; or
- (d) when the Participant is transferred to the Provider from another Workforce Australia Employment Services Provider.

**'Referral Cap'** means, for any Head Licence Term and in relation to each Employment Region, a cap of no more than 50 per cent of the total referrals made by the Provider:

- (a) to one or more:
- (i) EST Providers; or
- (ii) CTA Providers,
- who are its Own Organisation, a Related Entity or a Subcontractor; and
- (b) which have resulted in a commencement of a Participant with the EST Provider(s) or CTA Provider(s), as relevant.

**'Register', 'Registration' or 'Registered'** means the act of registering the creation or activation of a Participant's record on the Department's IT Systems.

**'Registered Training Organisation'** means a registered training organisation registered by either:

- (a) the Australian Skills Quality Authority (Commonwealth); or
- (b) the Registration and Qualifications Authority (Victoria); or
- (c) the Training Accreditation Council (Western Australia),

as recorded on the national register of registered training organisations contained at [training.gov.au](http://training.gov.au).

**'Regulator'** means the individual who is the regulator within the meaning of the WHS Act.

**'Reimbursement'** means any amounts payable by the Department under this Deed as a reimbursement, or such other payments that may be Notified by the Department to be a reimbursement.

**'Related Entity'** means:

- (a) those parts of the Provider other than Own Organisation;
- (b) 'entities connected with a corporation' as defined in section 64B of the *Corporations Act* with the word 'Provider' substituted for every occurrence of the word 'corporation' in that section;
- (c) an entity that:
- (i) can control, or materially influence, the Provider's activities or internal affairs;
- (ii) has the capacity to determine, or materially influence, the outcome of the Provider's financial and operating policies; or
- (iii) is financially interested in the Provider's success or failure or apparent success or failure;
- (d) if the Provider is a company, an entity that:
- (i) is a holding company of the Provider;
- (ii) is a subsidiary of the Provider;
- (iii) is a subsidiary of a holding company of the Provider;
- (iv) has one or more Directors who are also Directors of the Provider; or
- (v) without limiting paragraphs (d)(i) to (d)(iv) of this definition, controls the Provider; or
- (e) an entity, where a familial or spousal relationship between the principals, owners, Directors, officers or other like individuals exists between that entity and the principals, owners, Directors, officers or like individuals of the Provider.

**'Report'** means Deed Material that is provided to the Department for the purposes of reporting on the Services.

**'Reporting Entity'** has the meaning given to this term in the PTR Act.

**'Reporting Entity Subcontract'** means any Subcontract to which the Provider and/or a Reporting Entity Subcontractor are parties.

**'Reporting Entity Subcontractor'** means any entity that:

- (b) provides goods or services directly or indirectly to the Provider for the purposes of any Head Licence where the value of such goods or services are estimated to exceed \$4,000,000 (GST inclusive).

**'RFFR Accreditation'** means accreditation by the Department of the Provider or a Related Entity as meeting the requirements of RFFR.

**'Right Fit For Risk'** or **'RFFR'** means the Department's risk-based approach to cyber security for employment services providers. It includes requirements in relation to Provider IT System accreditation, associated timelines, standards and guidelines and is available on the Department's IT Systems or at such other location as advised by the Department from time to time. The RFFR approach forms part of the ESAF.

**'Risk Assessment'** means, as relevant, an Activity Risk Assessment and/or a Participant Risk Assessment.

**'Satisfactory'** means that a Statement of Tax Record meets the conditions set out in Part 6.b of the Black Economy Procurement Connected Policy or, if the circumstances in Part 6.c of the Black Economy Procurement Connected Policy apply, the conditions set out in Part 8.b of the Black Economy Procurement Connected Policy.

**'Schedule'** means the schedule to this Deed, unless it is specified to be a Schedule to a Head Licence.

**'Security Contact'** means one or more Personnel with responsibility:

- (a) for ensuring the Provider's compliance with the Department's Security Policies;
- (b) to use the online identity and access management tool to manage system access; and
- (c) to communicate with the Department in relation to IT security related matters.

**'Self-Employment Assistance Commencement'** means the date on which a Self-Employment Assistance Participant commences receipt of Self-Employment Assistance Comprehensive Services, as identified in the Department's IT Systems.

**'Self-Employment Assistance Comprehensive Services'** means services of that name provided by a Self-Employment Assistance Provider to a Self-Employment Assistance Participant in accordance with an executed Self-Employment Assistance Comprehensive Services Agreement.

**'Self-Employment Assistance Comprehensive Services Agreement'** means an agreement in a form prescribed by the Department between a Self-Employment Assistance Participant and the Department for the delivery of Self-Employment Assistance Comprehensive Services.

**'Self-Employment Assistance Eligible'** means that an individual meets the eligibility requirements for Self-Employment Assistance Services, as determined by a Self-Employment Assistance Provider.

**'Self-Employment Assistance Participant'** means an individual who is accessing Self-Employment Assistance Services.

**'Self-Employment Assistance Provider'** means any entity that is contracted by the Commonwealth to deliver Self-Employment Assistance Services on or after 1 July 2022.

**'Self-Employment Assistance Small Business Training'** means the accredited small business training component of Self-Employment Assistance.

**'SEE Eligible Participant'** means a Participant who meets the eligibility requirements for SEE as specified in any Guidelines.

**'SEE Provider'** means a Registered Training Organisation that delivers SEE Training Courses.

**'SEE Training Course'** means a training course delivered by a SEE Provider.

**'Self-Employment Assistance'** means the Commonwealth program of that name (or such other name as advised by the Department from time to time), administered by the Department.

**'Self-help Facilities'** means personal computers or similar devices with broadband internet connectivity, printers and other sundry equipment and local area wireless technology that allows an electronic device to exchange data or connect to the Internet (i.e. Wi-Fi access) at no charge to Participants in accordance with any specifications that may be Notified by the Department from time to time and any Guidelines.

**'Service Guarantee'** means a set of minimum service standards for Workforce Australia Services as specified in Attachment 3 – Service Guarantee.

**'Service Period'** means, subject to a Document stipulated in this Deed, the period from the Deed Commencement Date to 30 June 2028.

**'Services'** means:

- (a) Workforce Australia Services;
- (b) any additional services to be provided by the Provider under clause 25; and
- (c) any other services reasonably related or required to be provided by the Provider for the proper provision of the Services under this Deed.

**'Services Australia'** means the Australian Government agency known as Services Australia, or any other name advised by the Department from time to time, and includes its officers, delegates, employees, contractors and agents.

**'Services Australia Fortnight'** means the period determined under section 43(1)(b) of the *Social Security (Administration) Act 1999* (Cth) that applies to a Participant.

**'Significant Increase in Income'** means circumstances where a Participant:

- (a) participates in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship that:
  - (i) was first occupied by the Participant during their current Period of Unemployment;
  - (ii) did not satisfy a 4, 12 or 26 Week Period for a Full Outcome because the income earned or hours worked were insufficient to satisfy the relevant paragraph (a)-(e) of the definition of a Full Outcome; and
  - (iii) is not Pre-existing Employment; and
- (b) generates sufficient income from Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship to have caused the Participant's Basic Rate of Income Support Payment to cease.

**'Significant Increase in Pre-existing Employment'** means circumstances where the income received, or hours worked (as relevant), by the Participant from Pre-existing Employment increases:

- (a) after they commenced receiving Workforce Australia Services from any Workforce Australia Employment Services Provider;
- (b) either:
  - (i) by the amount described in Row 1 (Partial Outcome), Column C of Table 2 in ANNEXURE B2 – OUTCOMES as compared to the amount described in Row 1 (Partial Outcome), Column B of Table 2 in ANNEXURE B2 – OUTCOMES; or
  - (ii) from less than the level of income or hours described in Row 2 (Full Outcome), Column B of Table 2 in ANNEXURE B2 – OUTCOMES to the level of income or hours described in Row 2 (Full Outcome), Column C of Table 2 in ANNEXURE B2 – OUTCOMES; and
- (c) as specified in any Guidelines or advised by the Department.

**'Site'** means a physical location in an Employment Region specified in item 4.6 of Schedule 1 to any Head Licence.

**'Skills for Education and Employment'** or **'SEE'** means the Commonwealth program of that name that provides language, literacy, numeracy and digital literacy training to eligible Participants, with the expectation that such improvements will enable them to participate more effectively in training or in the labour force.

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

**'Social Security Law'** means the *Social Security Act 1991* (Cth) and the *Social Security (Administration) Act 1999* (Cth), and includes all relevant subordinate legislation and instruments, and the Guide to Social Security Law.

**'Source'** means the act of identifying and securing a Work for the Dole Place by providing or arranging the same.

**'Special Conditions'** means, in relation to a particular Head Licence, the conditions that are specified to be the 'Special Conditions' at clause 2 in the Head Licence.

**'Specialist Provider'** means:

- (a) a Workforce Australia Employment Services Provider licensed to deliver Workforce Australia Services to a Specialist Service Group; and



- (b) regarding a particular Site, the Provider is the Provider identified as a Specialist Provider in item 4.2 of Schedule 1 to any Head Licence in relation to any Licence applying to that Site.

**'Specialist Service Group'** means:

- (a) a particular cohort(s) of Participants, such as Participants who are Indigenous, culturally and linguistically diverse (CALD), refugees and/or ex-offenders; and
- (b) regarding a particular Site, any group identified as a Specialist Service Group in item 4.2 of Schedule 1 to any Head Licence in relation to any Licence applying to that Site.

**'Specified Activity'** means a Work for the Dole Placement, Work for the Dole Project, National Work Experience Program Placement, Observational Work Experience Placement, PaTH Internship, Launch into Work Placement, Local Jobs Program Activity (if arranged by the Provider), Provider Sourced Voluntary Work and any other Activity specified as such in any Guidelines.

**'Specified Complementary Program'** means a Complementary Program specified in any Guidelines as being subject to clause 155.10.

**'Statement of Tax Record'** means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at [https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting\\_an\\_STR](https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR).

**'Structural Adjustment Program'** means a suite of services and support available to eligible Participants as part of a labour or structural adjustment package announced by the Australian Government and included in any Guidelines.

**'Subcontract'** means any arrangement entered into by the Provider under which some or all of the Services under this Deed are provided by another entity.

**'Subcontractor'** means any party which has entered into a Subcontract with the Provider, including a Material Subcontractor, and includes the party's Personnel, successors and assigns as relevant.

**'Sub-panel'** means the Department's sub-panel for the delivery of Workforce Australia Services in respect of an Employment Region.

**'Supervisor'** means an individual who has the responsibility for the Supervision of Participants engaged in an Activity.

**'Supervision'** means the action or process of directly monitoring and managing Participants participating in Activities.

**'Suspend'** or **'Suspended'** means the act of imposing a Suspension.

**'Suspension'** means a period of time of that name as specified in the Department's IT Systems, during which a Participant is not obliged to participate in Workforce Australia Services.

**'Targeted Compliance Framework'** or **'TCF'** means the legislative framework designed to ensure that only those job seekers who persistently commit Mutual Obligation Failures without a Valid Reason or Reasonable Excuse incur financial penalties while providing protections for the most vulnerable. It is designed to encourage job seekers to engage with their employment services provider, take personal responsibility for managing and meeting their Mutual Obligation Requirements, actively look for work and improve their employment prospects. The TCF comprises three zones: the Green Zone, the Warning Zone and the Penalty Zone.

**'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.

**'Third Party Employment System'** means any Third Party IT used in association with the delivery of the Services, whether or not that Third Party IT Accesses the Department's IT Systems, and where that Third Party IT:

- (a) contains program specific functionality or modules; or
- (b) is used, in any way, for the analysis of Records relating to the Services, or any derivative thereof.

**'Third Party IT'** means any:

- (a) information technology system (including any cloud storage platform) developed and managed; or
- (b) information technology service (including any cloud storage platform) provided,

by a Third Party IT Vendor and used by the Provider in association with the delivery of the Services or to Access the Department's IT Systems. 'Third Party IT' includes a Third Party Employment System and a Third Party Supplementary IT System.

**'Third Party IT Vendor'** means an entity contracted by the Provider to provide information technology systems or services to the Provider in association with the delivery of the Services, whether or not the entity is a Subcontractor, and includes as relevant, its Personnel, successor and assigns, and any constituent entities of the Third Party IT Vendor's organisation. A 'Third Party IT Vendor' includes a cloud services vendor, an infrastructure as a service vendor, a software as a service vendor, a platform as a service vendor, an applications management vendor, and also any vendor of infrastructure (including servers and network hardware) used for the purpose of Accessing or storing Records.

**'Third Party IT Vendor Deed'** means an agreement between a Third Party IT Vendor that provides or uses a Third Party Employment System and the Department in the terms and form as specified by the Department from time to time.

**'Third Party Material'** means Material that is:

- (a) owned by any entity other than a Party; and
- (b) included in, embodied in, or attached to:
  - (i) the Deed Material; or
  - (ii) the Services or is otherwise necessarily related to the functioning or operation of the Services.

**'Third Party Supplementary IT System'** or **'TPSITS'** means any Third Party IT used in association with the delivery of the Services, where that Third Party IT:

- (a) does not Access the Department's IT Systems;
- (b) does not contain program specific functionality or modules; and
- (c) is not used, in any way, for the analysis of Records relating to the Services, or any derivative thereof.

**'Training Block 1 Course'** means a course of that name delivered by EST Providers that is designed to equip young job seekers with pre-employment skills and prepare them to meet the expectations of Employers.

**'Training Block 2 Course'** means a course of that name delivered by EST Providers that is designed to equip young job seekers with advanced job hunting, career development and interview skills.

**'Transfer Payment'** means a Fee of the name set out in Table 4 in ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS, paid in accordance with clause 154.

**'Transition Date'** means the date on which a Transitioned Participant is transferred to the Provider in the Department's IT Systems, or as otherwise Notified by the Department.

**'Transition Period'** means any period of time leading up to the expiry, termination or reduction in scope of this Deed or any Head Licence, and Notified by the Department to the Provider under clause 68.1.

**'Transitioned Participant'** means an individual identified as transitioned to the Provider by the Department's IT Systems.

**'Transition to Work Service'** or **'TtW'** means the Commonwealth service of that name (or such other name as advised by the Department), administered by the Department.

**'Unsubsidised Self-Employment'** means self-employment where a Participant does not receive a personal income subsidy of any kind.

**'Unsuitable'** means that a position is, in accordance with any Guidelines:

- (a) a position, including a retail position, involving nudity or in the sex industry;
- (b) a position in volunteer work, work experience or unpaid work;
- (c) except in relation to wage rates, a position in contravention of Commonwealth, state or territory legislation or which involves terms and conditions of employment which are inconsistent with the relevant workplace relations laws, or any instrument made under such laws;
- (d) in relation to wage rates, a position sourced by the Provider where the wage rate paid is not at least equivalent to (as relevant):
  - (i) the minimum rate prescribed in any Modern Award that covers or applies to the position; or
  - (ii) if no Modern Award covers or applies to the position, the National Minimum Wage;

- (e) a position in a training course;
- (f) a position in a program funded by the Commonwealth or by a state or territory government as advised by the Department;
- (g) in another country, regardless of whether the salary is paid in Australian dollars or by an Australian company;
- (h) a position involving illegal activity;
- (i) a position involving income or funds from gambling deemed to be inappropriate by the Department;
- (j) a position that pays a commission as either the entire remuneration or part of the remuneration, except where the commission being paid to the Participant is in addition to an amount which is paid to the Participant in accordance with any applicable Commonwealth, state or territory legislation and any applicable Modern Award or the National Minimum Wage; or
- (k) a position that the Department has advised is not acceptable.

**'Upfront Payment'** means an Engagement Payment or a Transfer Payment.

**'Vacancy'** means:

- (a) a vacant position for:
  - (i) paid Employment with an Employer; or
  - (ii) Unsubsidised Self-Employment; or
- (b) Pre-existing Employment,

that is not Unsuitable.

**'Valid'** means valid in accordance with Part 7.e of the Black Economy Procurement Connected Policy.

**'Valid Reason'** means a valid reason as specified in any Guidelines.

**'Very Long Term Unemployment Bonus'** means the Fee, set out in Table 6 in ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS, paid in accordance with clause 156.

**'Vocational Barrier'** means a lack of appropriate training, skills or qualifications for employment.

**'Voluntary Work'** means an Activity which meets the criteria specified by the Department for voluntary work in any Guidelines and provides Participants with opportunities to gain personal and workplace skills that will directly improve their Employment prospects.

**'Wage Subsidy'** means a payment identified as a Wage Subsidy in any Guidelines, and any other wage subsidy as advised by the Department.

**'Wage Subsidy Agreement'** means an agreement for the purposes of the Wage Subsidy substantially in a form specified by the Department.

**'Wage Subsidy Employer'** means an Employer who meets the eligibility requirements for a Wage Subsidy as specified in any Guidelines.

**'Wage Subsidy Participant'** means a Participant who meets the eligibility requirements for a Wage Subsidy as specified in any Guidelines.

**'Wage Subsidy Placement'** means an Employment position that meets the eligibility requirements for a Wage Subsidy as specified in any Guidelines.

**'Warranted Material'** means any:

- (a) Existing Material;
- (b) Third Party Material; and
- (c) Deed Material.

**'WHS Act'** means the *Work Health and Safety Act 2011* (Cth) and any 'corresponding WHS law' as defined in section 4 of the *Work Health and Safety Act 2011* (Cth).

**'WHS Entry Permit Holder'** has the same meaning as that given in the WHS Act.

**'WHS Laws'** means the WHS Act, WHS Regulations and all relevant State and Territory work, health and safety legislation.

**'WHS Regulations'** means the regulations made under the WHS Act.

**'Work for the Dole'** means the Commonwealth program of that name designed to help Participants gain the skills, experience and confidence that they need to move to work as soon as possible, while at the same time, making a positive contribution to their local community.

**'Work for the Dole Payment'** means the Work for the Dole Placement Fee and any Payment from the Work for the Dole Projects Fund.

**'Work for the Dole Place'** means a place in a Work for the Dole Placement or Work for the Dole Project, in which an eligible Participant can participate in accordance with any Guidelines.

**'Work for the Dole Placement'** means a Work for the Dole activity designed for one or more individual Participants within an existing function of the Host Organisation.

**'Work for the Dole Placement Fee'** means the Fee specified in Table 8C of ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS.

**'Work for the Dole Project'** means a Work for the Dole activity designed for more than one Participant, which involves carrying out tasks as part of a specific community project developed for the purpose of providing a work-like experience for a group of Participants and the delivery of a benefit to the community.

**'Work for the Dole Projects Fund'** means the fund described in clause 161.

**'Work for the Dole Projects Fund Credit'** means the amount of credit that the Provider has in the Work for the Dole Projects Fund, as specified in the Department's IT Systems.

**'Workforce Australia'** means the Australian Government's single consolidated masterbrand for employment services.

**'Workforce Australia Employment Services Provider'** means any entity contracted by the Commonwealth to provide services under the Workforce Australia Services Deed of Standing Offer 2022 - 2028.

**'Workforce Australia Employment Services Provider Performance Framework'** means the framework set out in any Guidelines designed to assess, address, recognise and improve the performance of Providers in delivering Workforce Australia Services.

**'Workforce Australia Online'** means services provided by the Department through a digital employment services platform and the Digital Services Contact Centre.

**'Workforce Australia Services'** means the services set out in Part B – Workforce Australia Services of this Deed.

**'Workforce Australia Services Online Participant'** means an individual who is identified as a Workforce Australia Services Online Participant in the Department's IT Systems.

**'Workforce Australia Services Participant'** means a Participant who is identified as a Workforce Australia Services Participant in the Department's IT Systems.

**'Workforce Australia - Transition to Work Deed'** or **'Workforce Australia - TtW Deed'** means the Workforce Australia - Transition to Work Deed 2022–2027, being an agreement for the provision of the Transition to Work Service with the Department.

**'Workforce Australia - Transition to Work Provider'** or **'Workforce Australia - TtW Provider'** means any entity that is a party to a Workforce Australia - Transition to Work Deed.

**'Workforce Australia - Workforce Specialist'** means an entity engaged through a panel arrangement to deliver projects to connect job seekers to labour market opportunities in identified key industries and occupations as outlined in a Workforce Connections: Workforce Specialist Project Framework.

**'Workforce Specialist Project'** means any project set up by a Workforce Australia - Workforce Specialist in accordance with any Guidelines.

**'Work Order'** means a written order for Services issued in accordance with clause 9 and substantially in the form of ANNEXURE A1 – TEMPLATE WORK ORDER (WORKFORCE AUSTRALIA SERVICES) to this Deed.

**'Working With Children Check'** means the process specified in, or pursuant to, relevant Working with Children Laws to screen an individual for fitness to work with Children.

**'Working with Children Laws'** means the:

(a) *Child Protection (Working with Children) Act 2012 (NSW)*; Document Release under FOI - LEX 623

(b) *Working with Children (Risk Management and Screening) Act 2000 (Qld)*;

(c) *Working with Children (Criminal Record Checking) Act 2004 (WA)*;

(d) *Worker Screening Act 2020 (Vic)*;

(e) *Child Safety (Prohibited Persons) Act 2016 (SA)*;

(f) *Working with Vulnerable People (Background Checking) Act 2011 (ACT)*;

(g) *Care and Protection of Children Act 2007 (NT)*;

(h) *Registration to Work with Vulnerable People Act 2013 (Tas)*; and

(i) any other legislation that provides for the checking and clearance of people who work with Children.

**'Youth Bonus Wage Subsidy'** means the Wage Subsidy of that name identified in any Guidelines.

## ATTACHMENT 2 – JOINT CHARTER

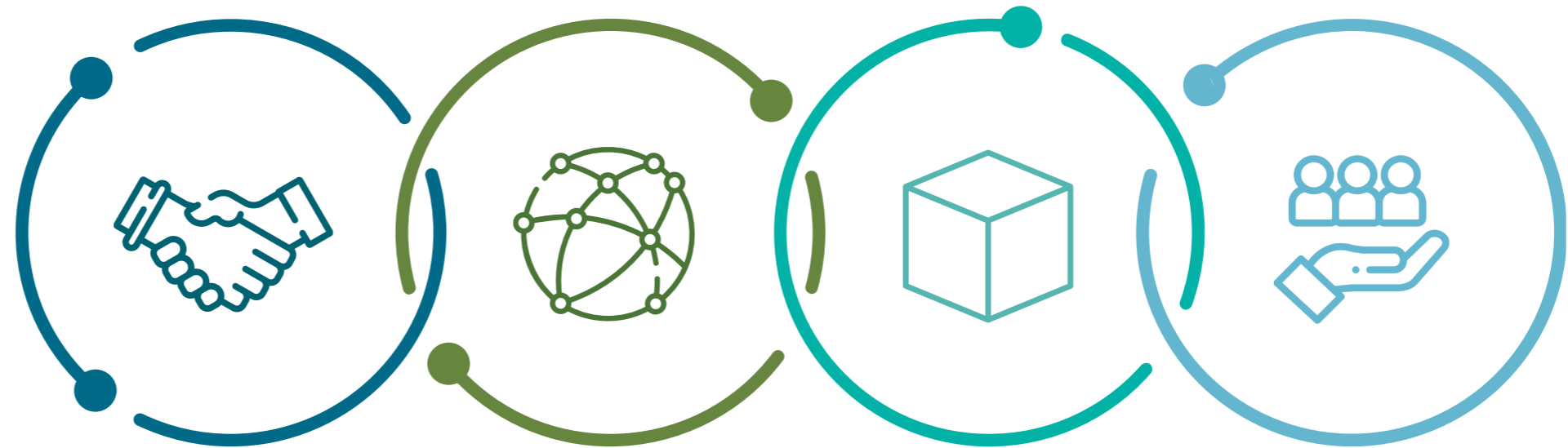


# Joint Charter – Workforce Australia

The department and providers contracted to deliver employment and related services agree to act in accordance with the principles and joint expectations in this Charter.

We will work together to deliver quality services that are **respectful**, **connected**, **simple** and **supported**.

These principles will apply to the way we work together, and how we all contribute to high quality, tailored and effective employment and related services for individuals and employers.



### Respectful

**Providers are empowered** to deliver personalised, innovative and flexible services that are culturally appropriate and tailored to the needs of individuals and businesses.

**Local and national experience and expertise is recognised and harnessed** to deliver effective services to individuals and businesses.

**Service quality is valued, with integrity and respect** afforded to all stakeholders.

**Actions are taken in good faith**, including the exercise of rights and responsibilities under deeds and guidelines.

**Issues are resolved collaboratively** through cooperation and informal dispute resolution processes in the first instance

### Connected

**Engagement** is proactive, timely and fit for purpose to support the objective of the services.

**Digital delivery** supports service delivery to individuals and employers, and maximise return on investments.

**Technology is used** to:

- deliver quality services and timely information;
- share performance and caseload data;
- streamline communications.

**Innovative ideas and solutions** are encouraged to deliver sustained benefits to individuals, employers and businesses.

**Decisions are transparent** and informed by evidence and data intelligence

### Simple

**Service delivery** is tailored and outcome focused, considering individual and employer needs, and local job opportunities.

**Activities are safe, efficient and effective** by ensuring they meet work health and safety requirements and contribute to individuals' job readiness.

**Automation supports** streamlined processes and workflows.

**Outcome focused** delivery and decisions consider the needs of the individuals and employers.

**Complexity is reduced** by recognising and acting on opportunities to cut red tape and ensuring quality, timely and relevant support

### Supported

**Greater flexibility and choice** supports individuals in how they engage with employment services.

**Collaborative partnerships** with employment services, industry, businesses, state/territory and local governments, community organisations and support services are leveraged to benefit individuals and businesses.

**Stakeholder needs are met responsively** by actively contributing to the resolution of issues and delivery of solutions.

**Service delivery and decision making is informed** through regular consultation, engagement and leveraging new and emerging approaches.

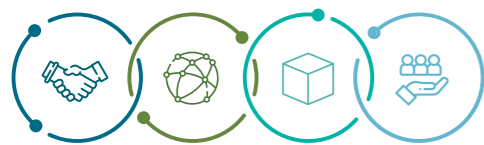
**Improvements are continuous** by building staff capabilities and sharing feedback and ideas to better meet the needs of individuals and businesses.

## ATTACHMENT 3 – SERVICE GUARANTEE



# Service Guarantee Workforce Australia Services

Workforce Australia aims to provide employment services that are



**simple, supported, connected** and **respectful**.

This Service Guarantee reflects the Australian Government's expectations for Workforce Australia delivering tailored services to support individuals towards employment. It sets out the minimum level of service each individual can expect, including elements unique to different types of Workforce Australia services, as well as the requirements that need to be met while participating in employment services.

### What you can expect from Workforce Australia:

To receive services tailored to your needs that **support** you to build your job readiness.

To be treated fairly and **respectfully** and in a culturally sensitive way.

To be **connected** to flexible service delivery methods that adapt to changing circumstances and **support** accessibility.

To have information provided in a **simple** and clear manner.

Access to a **simple** self-managed digital platform and **support** to link your MyGov account to use self-help job search facilities and online information.

### These are the standards and actions providers and participants are expected to follow in Workforce Australia Services.

#### What you can expect from your Provider Your Provider will:

**Respectfully** deliver intensive servicing and individually tailored case management, considering your strengths and any challenges.

**Connect** with you through appointments and provide you with relevant information during your first interview.

**Support** you to meet your mutual obligation requirements and Points Target under the Points Based Activation System.

**Support** you to search for a job and refer you to suitable jobs.

**Connect** you to activities to help you prepare for work, for example training, education, activities or work trial opportunities.

**Support** you to access services best suited to your individual needs through the Employment Fund, wage subsidies or relocation assistance (where appropriate).

Keep **connected** with you and your employer once you have started a job.

### What is expected of you As a participant in Workforce Australia Services you need to:

Stay **connected** by doing everything you have agreed to do in your Job Plan and meet your monthly Points Target.

Behave **respectfully** at job interviews and provide feedback to your Provider about the interview.

When a suitable job is offered accept the position and keep your Provider updated on your progress so they may **support** you to keep the job.

Participate in and behave **respectfully** at appointments with your Provider, and notify them if you are unable to attend.

**Connect** with the services to improve your readiness for work by participating in relevant activities.

Stay **connected** with the services and advise if there are any changes in your circumstances.

Not meeting any of these responsibilities may impact your income support payments.

### Compliments, suggestions or complaints

Your views about the service you receive are important. The Department of Education, Skills and Employment and your Provider value any feedback you may have.

If you don't think you are receiving the right help and would like to make a complaint, please talk to your Provider first. Your Provider will offer a feedback process which is fair and will try to resolve your concerns.

If you feel you can't talk to your Provider, or you are still not happy, you can contact the Department of Education, Skills and Employment National Customer Service Line on 1800 805 260 (free call from land lines) or email [nationalcustomerserviceline@dese.gov.au](mailto:nationalcustomerserviceline@dese.gov.au).

If you have suggestions to improve the service that you are getting or would like to make a compliment about the help you have received, please let your Provider know or call the National Customer Service Line.

If you have any concerns about your income support payments, you should contact Services Australia (<https://www.servicesaustralia.gov.au/>)

### Your personal information is confidential

Your Personal information is protected by law, including the *Privacy Act 1988* (Cth). Your Provider will only tell employers things about you that relate to job opportunities or, with your permission, your employment with them.

You can ask to get access to any information your Provider holds about you, and have it corrected if needed.

## SCHEDULE – DEED AND PANEL MEMBER DETAILS

<b>Item 1</b>	<b>Account Manager</b> (clauses 22.2 and 86.1 of the Deed, ATTACHMENT 1 – DEFINITIONS to the Deed)		
Contact	< Account Manager Title> < Account Manager First Name> < Account Manager Surname>		
Telephone	< Account Manager Phone>	Mobile	< Account Manager Mobile>
Email	< Account Manager Email>		
Physical Address	< Account Manager Physical Address Line1>	Postal Address	< Account Manager Postal Address Line1>
	< Account Manager Physical Address Line2>		< Account Manager Postal Address Line2>
	< Account Manager Physical Address Line3>		< Account Manager Postal Address Line3>
	<Suburb> <State> <Postcode>		< Suburb> <State> < Postcode>
 <b>Item 2</b>	 <b>Contact Person</b> (clauses 22.2 and 86.1 of the Deed, ATTACHMENT 1 – DEFINITIONS to the Deed)		
Contact	< Contact Person Title> < Contact Person First Name> < Contact Person Surname>		
Position	< Contact Person Position>		
Telephone	< Contact Person Phone>	Mobile	< Contact Person Mobile>
Email	< Contact Person Email>		
Physical Address	<Contact Person Physical Address Line1>	Postal Address	<Contact Person Postal Address Line1>
	<Contact Person Physical Address Line2>		<Contact Person Postal Address Line2>
	<Contact Person Physical Address Line3>		<Contact Person Postal Address Line3>
	<Suburb> <State> <Postcode>		< Suburb> <State> < Postcode>



**Item 3**                      **Sub-panels** (clause 6.2 of the Deed, ATTACHMENT 1 – DEFINITIONS to the Deed)

<b>3.1</b> <b>Sub-panels to which the Panel Member is appointed</b> <b>(clause 6.2 of the Deed)</b>	<b>3.2</b> <b>Specialist Service Group (if applicable)</b> <b>(clause 100 and ATTACHMENT 1 – DEFINITIONS to the Deed)</b>
<i>[insert Employment Region name]</i>	



# Workforce Australia Guidelines

## Part A: Universal Guidelines

### Disclaimer

This Guideline is not a stand-alone document and does not contain the entirety of Provider obligations. It must be read in conjunction with the employment services Deed(s) relevant to your organisation (the **Deed**), including any relevant Guidelines and reference material issued by the Department of Employment and Workplace Relations under or in connection with the Deed(s).

This Guideline is not legal advice and the Commonwealth accepts no liability for any action purportedly taken in reliance upon it and assumes no responsibility for the delivery of the Services. This Guideline does not reduce the obligation of Providers to comply with their relevant legal obligations and, to the extent that this Guideline is inconsistent with obligations under the Privacy Act, Social Security Law, the WHS Laws or any other legislation or laws relevant to the respective jurisdictions in which Providers operate, the relevant legislation or laws will prevail.

### Version History

**Version 1.6**

**Published on:** 13 December 2022

**Effective from:** 1 January 2023

In this version of the Guideline the Glossary and the following Chapters have been updated:

- Operational Requirements, including a new section regarding Media Enquiries
- Privacy, including a new section on Australian Privacy Principle 9
- Servicing Participants with Challenging Behaviours

A full version history of this Guideline can be found on the relevant [Archived Guidelines page on the Provider Portal](#) for each program.

## Contents

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# Guideline Interpretation and Glossary

## Reading Notes

In this Guideline, 'must' means that compliance is mandatory and 'should' means that compliance represents best practice for Providers and is expected by the Department.

Please note: Throughout this document, text currently appears in **yellow highlight**. Text formatted in this manner indicates that the Department proposes to upload a supporting document to the Provider Portal that did not have a link available as at the published date.

While reading this document, please note the following Icons and their meaning:

-  This icon represents 'System Steps' – information contained under this dot point will relate to usage of the Department's IT Systems.
-  This icon represents 'Work, Health and Safety Steps' – information contained under this dot point will relate to matters of Work, Health and Safety.
-  This icon represents 'Documentary Evidence' – information contained under this dot point will relate to matters of Documentary Evidence.

## Glossary

All capitalised terms in this Guideline have the same meaning as in the Deed unless otherwise defined below.

**'Archives Act'** means the *Archives Act 1983* (Cth).

**'APP entity'** has the same meaning as in section 6 of the Privacy Act.

**'Deed'** means any Deed or contract administered by the Department that refers to this Guideline.

**'FOI Act'** means the *Freedom of Information Act 1982* (Cth).

**'Employment Services Assessment'** or **'ESAt'** means an assessment of a Participant's barriers to employment and work capacity conducted by Services Australia.

**'Inactive Records'** are Records created under previous contractual arrangements with the Department.

**'Incident Report'** means a written account of an incident involving challenging behaviour that is recorded on the Department's IT Systems.

**'Job Capacity Assessment'** or **'JCA'** means an assessment conducted by Services Australia to determine eligibility for the Disability Support Pension and includes assessment of barriers to employment and work capacity.

**'Job Seeker Snapshot'** means a questionnaire completed by a Participant, Services Australia or the Provider, the results of which informs the relevant Participant of the employment services that they are eligible for and supports them in making relevant choices. It includes questions that determine the Participant's Job Seeker Classification Instrument score, support the Participant to make an informed decision where they have a choice between Workforce Australia Online and Workforce Australia Services, and help identify if the Participant requires an Employment Services Assessment.

**'Managed Service Plan (MSP)'** means a plan that a Providers can put in place to tailor the way services are delivered to a Participant who displays challenging behaviours.

**'Mutual Obligation Requirement'** means any activity test, participation requirement or other requirement that a Participant must meet in order to receive an Income Support Payment.

**'One Main Contact (OMC)'** means a Participant is restricted to one main contact for the purpose of a managed service plan.

**'Protected Information'** has the same meaning as in its decapitalised form under section 23 of the *Social Security Act 1991 (Cth)*.

**'Referring Provider'** means a Provider who Refers an eligible Participant to CTA or EST. For avoidance of doubt, it does not include referrals from Workforce Australia Services or Yarrabah Employment Services to Transition to Work.

**'Social Security Law'** means the *Social Security Act 1991 (Cth)* and the *Social Security (Administration) Act 1999 (Cth)*, and includes all relevant subordinate legislation and instruments, and the Guide to Social Security Law.

**'Unauthorised Access'** is the intentional or unintentional action by an entity to make personal information accessible or visible to others outside the entity and which releases that information from its effective control in a way that is not permitted by the Privacy Act. This includes an unauthorised disclosure by an employee of the entity.

# Chapter 1. Operational Requirements

## Supporting Documents:

- [Workforce Australia Brand Style Guide for Providers](#)

### 1.1. Chapter Overview

The following Chapter outlines various operational requirements for Providers in delivering Services under their Deed.

### 1.2. Workforce Australia Branding

The Workforce Australia brand has been developed as a masterbrand to frame employment and skills services delivered by the Australian Government. The Department's employment and skills services, programs or initiatives are promoted under this masterbrand.

Providers must use the Workforce Australia masterbrand in the delivery of Services and in accordance with the [Workforce Australia Brand Style Guide for Providers](#) (the Brand Style Guide). For the avoidance of any doubt, the Brand Style Guide is a Guideline for the purposes of the employment services Deed(s) relevant to your organisation.

### 1.3. Recipient Created Tax Invoices

In certain circumstances, including where automatically generated through the Department's IT Systems, the Department may issue a Tax Invoice to the Provider in relation to certain Payments made by the Department to the Provider for the delivery of Services under the Deed. This Tax Invoice will be a recipient created tax invoice (RCTI) for the purposes of the GST Act, and will be labelled as an RCTI when issued by the Department. In these circumstances, the Provider is not required to submit a Tax Invoice to the Department, under the Deed.

Where an RCTI is issued by the Department, including where automatically generated through the Department's IT Systems, the Provider acknowledges and agrees that:

- the Department can issue an RCTI to the Provider for the delivery of those Services under the Deed;
- it will not render a Tax Invoice to the Department for the delivery of Services under the Deed for which the RCTI relates; and
- it is registered for GST and it will notify the Department if it ceases to be registered for GST.

The Department acknowledges that it is registered for GST and will notify the Provider if it ceases to be registered for GST.

### 1.4. Fraud Training

To assist Providers in meeting their obligations under the Deed(s) in respect of the prevention of fraud and corruption (fraud), the Department has developed a Fraud Awareness module (available on [the Learning Centre](#)). Providers must ensure any of their Personnel who will have access the Department's IT Systems complete this training.

Providers should be aware of fraud risks that exist within the delivery of employment services and put in place fraud detection practices, policies and procedures, which are proactively reviewed. Procedures should include a clear reporting process for suspected fraud.

#### 1.4.1. Fraud Awareness and Training Expectations

Providers must adopt practices to ensure its Personnel are aware of their obligations under the Deed and this Guideline. Providers must also ensure all Personnel complete the [Fraud Awareness module](#):

- upon initial commencement with the Provider; and
- once every 12 months during their engagement.

Providers should note that the [Fraud Awareness module](#) has been developed to cater for the delivery of all employment services. It is not a substitute for any tailored internal fraud training Providers make available to their Personnel. Providers must consider the nature of the employment services they are delivering and Personnel interaction with those employment services. Where required, the Provider must supplement the Fraud Awareness module with its own additional fraud training, within the timeframes above.

#### 1.4.2. Fraud Awareness Module

The Department's [Fraud Awareness module](#) explains:

- what fraud and corruption is
- why people commit fraud, its impact and consequence
- unauthorised access, inadvertent access and conflict of interest
- the legal framework around fraud; and
- how to report fraud and corruption.

#### 1.4.3. Personnel Compliance

Providers must monitor and annually self-audit Personnel completion of Fraud Awareness training. The Department may request details of a Provider's self-audit at any time, and may conduct its own audit of a Provider's compliance with the requirements, where this may be deemed necessary.

Where fraud training is undertaken outside of the Department's Learning Centre, the Provider must retain records of fraud training undertaken by their Personnel and must make this available to the Department on request.

#### 1.4.4. Fraud Responsibilities

It is all Personnel's responsibility to report any suspected fraudulent activity relating to employment services as soon as they become aware of or suspect it.

When reporting fraud, Personnel should provide as much information as possible, including (where possible):

- **Who** is the subject of the suspected fraud?
- **When** and **where** did the suspected fraud occur?
- **What** sensitivities, if any, there may be?
- **How** did the subject/s commit the suspected fraud?

If there is any information available which supports the allegation, this information should also be provided.

#### **1.4.5. Reporting Fraud**

All current and former Personnel of a Provider who suspect fraud should report their concerns to the Department's employment services tip off line at [ESTipoff@dese.gov.au](mailto:ESTipoff@dese.gov.au).

Anyone wanting to anonymously report fraud should use the anonymous online reporting tool, Whispli. Whispli allows Personnel to report fraud and communicate directly with the Department without disclosing their identity. Whispli can be accessed via the [Department's 'Report Fraud' webpage](#).

#### **1.5. Dispute Resolution**

Providers are expected to work with the Department to resolve complaints, disputes or problems, using the following informal dispute resolution process (except for matters excluded under the relevant Deed):

- The Provider will initially discuss the issue or problem directly with a Provider Lead. If the dispute, complaint or problem cannot be resolved, the Provider can request that it be raised with the relevant state manager.
- If the above process does not resolve the issue, the National Contract Manager will attempt to facilitate a resolution.

Any dispute or problem that cannot be resolved through this informal resolution process will be managed through the formal dispute resolution process set out in the relevant Deed.

#### **1.6. Commonwealth Child Safety Framework (CCSF)**

In response to the Royal Commission into Institutional Responses to Child Sexual Abuse, the Australian Government developed the Commonwealth Child Safe Framework (CCSF) as a whole of government policy that sets out the minimum standards for child safe practices within Commonwealth entities. The Commonwealth response includes a commitment to require any institution it funds to undertake child-related work to adopt the [National Principles](#) for Child Safe Organisations (National Principles).

Where the CCSF is relevant, the Department has included Child Safety clauses into employment services Deeds. As specified in those Deeds, Providers must undertake a range of actions to ensure child-safe standards and practices are available and implemented. Amongst other things, Providers must comply with applicable Working with Children Laws, obtain Working with Children Checks where required, and implement the National Principles (including to undertake a risk assessment, provide training and ensure compliance).

Providers must certify compliance annually with the Child Safety clauses by completing the [Child Safety Provider Declaration](#) within 10 business days of 1 July each year, or if requested by the Department.

##### **1.6.1. Resources for complying with the Child Safety clauses**

The Department acknowledges the differences in each organisation, program, and the State and Territory jurisdictions and child safety-related laws. As such, implementation and compliance with the Child Safety clause(s) requires a tailored response from each Provider.



Providers should refer to the Australian Human Rights Commission's (AHRC) [Child Safe Organisations website](#) for practical tools and resources to help implement the [National Principles for Child Safe Organisations](#), including free e-learning modules developed by the AHRC to assist in training Provider Child-Related Personnel. Resources are also available from state and territory governments in relation to compliance with Working with Children Laws. A list of state and territory child safety links and resources have been consolidated on the [AHRC's Child Safe Organisations website](#).

### 1.6.2. Reporting of Incidents

In the course of delivering Services, Providers may identify concerns they have about a Child or Children, whether they are a Participant or not. Providers must ensure that these concerns are actively and appropriately managed in line with their policies and procedures, the National Principles and any legislation in the state and territory jurisdictions they operate in, including those requirements relating to mandatory reporting in those jurisdictions.

Where Providers are complying with the Department's existing processes and policies in the delivery of Services (for example, in incident management or the disclosures of protected information under a Public Interest Certificate), Providers must make the Department aware if a Child or Children are involved and any action taken to manage impact to the Child(ren).

## 1.7. Minimum Site Requirements

Providers must ensure their Sites meet the following minimum requirements:

- Sites are accessible for people with a disability;
- Sites are presented in a manner that upholds and maintains the good reputation of Services as determined by the Department;
- facilities and protocols are in place to ensure security of personal information and privacy for Participants;
- Sites have a welcoming environment to cater for the needs of Participants and are culturally appropriate;
- for Workforce Australia Services Specialist Providers, Personnel must have experience in delivering services to the specialist participant cohorts that are being serviced at the Site, including access to specialist expertise where required; and
- Sites comply with any relevant State and Commonwealth legislative requirements with regards to health orders or Work Health and Safety.

### 1.7.1. Co-location with other Providers, Services or Specialist Types

The Department considers a Site to be co-located where more than one Provider, employment service program, (in the case of Workforce Australia Services) specialist type, or third-party organisation is servicing participants at a single Site with any shared space, including reception, waiting areas, servicing areas, and meeting rooms.

In addition to the minimum general requirements for a Site as mentioned above, where multiple Services, specialisations, Providers and/or third-party organisations are co-located at a single Site, the Department requires Providers to at the very least:

- assist Participants or potential service recipients visiting the Site with clear advice about the services delivered at the Site;

- make it clear to individual Participants at the Site what Provider and employment service they have been referred to;
- use clear signage (presented in accordance with the guidance in the [Workforce Australia Brand Style Guide section](#)) at reception and the broader workspace aligned with the services being delivered to enable Participants to help them identify where they need to go and who they should talk to upon entry; and
- have clear protocols and accountabilities established about the use of shared space and facilities (for example, use of printers, copiers, private rooms and storage).

## 1.8. Media Enquiries

Engagement with the media can be an important part of your work as a Provider.

- Providers must immediately refer any media enquiries related to Government policy or program settings to the Department's media team ([media@dewr.gov.au](mailto:media@dewr.gov.au)), and your Provider Lead and State/Territory Manager. The Department will prepare the response and liaise further with the Minister's media advisers as required. Your email should include the nature and timeframe of the request, as well any relevant background.
- Providers must immediately inform your Provider Lead and State/Territory Manager of any media enquiries received related to your delivery of the Services. Your Provider Lead will then advise whether the media enquiry must be referred to the Department's media team.

## Chapter 2. Records Management Instructions

### Supporting Documents for this Chapter:

- [Employment Services Records Disposal Authority 2003/00330307](#)
- [Employment Services Records Authority 2009/0017920](#)
- [General Records Authority 31 – Destruction of source or original Records after digitisation, conversion or migration](#)
- [General Records Authority 33 – Accredited Training](#)
- [Return of Records Form – Employment Services](#)
- [Records Retention Periods](#)
- [General advice on management of Records](#)
- [The Office of the Australian Information Commissioner Guide to securing personal information](#)
- [Privacy Incident Report](#)

### 2.1. Chapter Overview

This Chapter outlines Provider obligations with regards to the creation, management, retention, storage, transfer and disposal of Records created or used by Providers under the relevant Deed, and access to those Records by its Personnel and Subcontractors, in accordance with the Records management provisions in the relevant Deed. Providers must create and maintain true, complete and accurate Records in the connection with the delivery of its obligations under and in accordance with the relevant Deed and these Records Management Instructions.

General advice on the management and storage of records, information and data is available on the [National Archives of Australia \(NAA\)](#) website.

### 2.2. Records Framework

Under the relevant Deed, 'Records' means documents, information and data stored by any means and all copies and extracts of the same. Records includes 3 categories:

- **Commonwealth Records** are Records provided by the Department to Providers for the purposes of the relevant Deed and includes Records which are copied or derived from Records so provided.
- **Deed Records** are all Records:
  - developed or created or required to be developed or created as part of or for the purpose of performing the relevant Deed
  - incorporated in, supplied or required to be supplied along with the Records referred to in the point above, or
  - copied or derived from Records referred to in the above points, and
  - includes all Reports.
- **Provider Records** are all Records, except Commonwealth Records, in existence prior to the relevant Deed Commencement Date:
  - incorporated in
  - supplied with, or as part of, or
  - required to be supplied with, or as part of,the Deed Records.

To the extent that Records contain personal information for the purposes of the Privacy Act, Providers must also take reasonable steps (if any) in the circumstances to ensure that the personal information that the Provider:

- collects is accurate, up-to-date and complete, and
- uses or discloses is, having regard to the purpose of the use or disclosure, accurate, up-to-date, complete and relevant.

### 2.2.1. General Records Authority 40

The General Records Authority 40 (GRA 40) sets out the requirements for the transfer of custody of Commonwealth Records to contractors providing services under outsourcing arrangements, either on behalf of or to the Australian Government. The GRA 40 provides that, notwithstanding custody of Records that temporarily resides with the Provider, ownership of the relevant records remain with the Australian Government.

Further information on relevant application and conditions of the GRA 40 is provided on the [NAA website](#).

### 2.3. Management of Records

In accordance with the "digital by default" approach set out in the Australian Government's *Building trust in the public record: managing information and data for government and community* policy (effective 1 January 2021), Providers must, wherever possible and consistent with the Deed and other applicable legal requirements, create and manage Records in a digital format.

Providers must ensure that any digital Record is created, stored and operated in accordance with the Deed requirements (particularly the requirements in relation to Provider IT Systems and other applicable legislative provisions, including the [Electronic Transactions Act 1999 \(Cth\)](#)).

Digital Records containing sensitive information as defined in the Privacy Act must be kept securely. The [Office of Australian Information Commissioner](#) (OAIC) website provides information on keeping personal identifying information secure.

The Provider must ensure that its:

- Personnel and Subcontractors do not access, copy, disclose or use any:
  - Record containing any information about any participant in any employment services program, or
  - Record in the Department's IT Systems containing any information about any individual (including individuals who are not participants in any employment services program), unless such access, copying, disclosure or use is for the purpose of:
    - providing Services to a participant under the relevant Deed, or
    - otherwise complying with the Deed, and
- Third Party IT Vendors do not access, copy, disclose or use any electronic Record unless such access, copying, disclosure or use is for the purpose of assisting the Provider to comply with the relevant Deed.

Records held by a Provider which were created under a previous Deed (e.g. under the jobactive Deed 2015-2022) must be managed in accordance with the Records management requirements of that previous Deed.

### 2.3.1. Storage requirements

The Provider must store all Records in accordance with these Records Management Instructions, the Department's Security Policies, and where relevant, its Privacy Act obligations.

Providers must store Records securely either on their own premises or off-site using a records storage facility in compliance with legislation covering the management of Commonwealth/Deed Records, including the Privacy Act.

For Records that contain personal information for the purposes of the Privacy Act, in accordance with Australian Privacy Principle 11 as set out in Schedule 1 of the Privacy Act, the Provider must take such steps that are reasonable in the circumstances to protect the information from misuse, interference and loss, and from unauthorised access, modification or disclosure. The guide to securing personal information can be found on the [OAIC website](#) and provides guidance on the reasonable steps entities are required to take under the Privacy Act to protect the Personal Information they hold from misuse, interference, loss, and from unauthorised access, modification or disclosure.

Providers must ensure that the Department can access Records by retrieving the Record (including, if stored digitally, by retrieving the digital copy and if relevant printing it) and providing it to the Department upon request.

Providers are required to store digital Records in accordance with the Department's Security Policies, including the Security Policy for External Employment Service Providers and Users available on the [Provider Portal](#).

General advice on the management and storage of Records is available on the [NAA website](#).

Providers must ensure physical Records are protected from:

- storage environment damage (e.g. for paper Records, damp from a cement floor or fire damage)
- unauthorised addition, alteration, removal or destruction
- use outside the terms of the relevant Deed
- for Records containing Personal Information, incidents of privacy, and
- unauthorised access including inappropriate 'browsing' of Records

Physical Records containing sensitive information, as defined in the Privacy Act, must be kept in lockable cabinets.

### 2.3.2. Control of Records

Providers must be able to locate and retrieve Records about a Participant if requested. Providers must inform their Provider Lead if they become party to legal action in relation to their previous or current delivery of Services, so that arrangements for the appropriate retention of Records can be organised.

Providers must store Records in such a way that all Records relevant to a request under the [Freedom of Information Act 1982 \(Cth\)](#) (the *FOI Act*) are able to be located and retrieved efficiently. This includes being able to retrieve email Records and Records created by, or sent to, individuals who have ceased working for Providers.

## Records Register

The Provider must maintain an up-to-date register of the Records (digital and physical) held by the Provider and any Third Party IT Vendor and make this register available to the Department upon request. The register should contain sufficient information to clearly identify the content and location of a Record.

The Records register must be created and managed in a digital format (ideally Microsoft Excel or equivalent or a comma or tab limited format) that the Department's IT Systems can read. Providers may wish to identify on the Records register whether Records are:

- Priority – pertaining to current or pending legal action, Complaint, injury or possible claim for compensation
- Active – current Participants
- Inactive – former Participants
- Damaged – e.g. paper Record affected by water
- Destroyed (whether authorised or accidental) – e.g. paper Record burnt
- Transferred – Participant and Record transferred to another Provider
- Returned – have been returned to the Department.

### 2.4. Movement of Records

The Provider must not, and must ensure that its Personnel do not:

- remove any Records relating to the Services, or allow any Records relating to the Services to be removed, from the Provider's premises, except to the extent necessary to enable the delivery of the Services, or
- take, transfer, transmit or disclose any Records relating to the Services, or allow any Records relating to the Services to be taken, transferred, transmitted, accessed or disclosed, outside of Australia

without the Department's prior written consent.

Further, the obligation set out above applies in respect of taking, transferring, transmitting, accessing or otherwise disclosing any Records relating to the Services outside of Australia by the Provider:

- within the Provider's own organisation, and
- to any third party, including to any Subcontractor.

Providers must only transfer the Records in accordance with these Records Management Instructions or as otherwise directed by the Department.

### 2.5. Transfer of Records

#### 2.5.1. Transfers between Providers

Records (digital or physical) must only be transferred between Providers in accordance with the relevant Deed and these Records Management Instructions, and where it is required to continue providing Services to Participants. Records must be transferred securely by Providers, as soon as possible or within 28 Business Days of a request to transfer Records. A list of all Records being transferred should be provided to the receiving Provider.

The transfer of Records containing personal information and Protected Information must be in accordance with the Privacy Act and the *Social Security (Administration) Act 1999* (Cth).

When a Provider is transferring Records between its Sites, to another Provider, for storage or secure destruction or to the Department, it remains the Provider's responsibility to ensure the Records are secure during the transfer process.

## 2.6. Return of Records

Records must be returned to the Department within 28 Business Days if requested by the Department, unless specified otherwise or the retention period has lapsed.

### 2.6.1. Return of Digital Records

Providers creating digital Records must use a format that is acceptable under the *Archives Act 1983* (Cth) (the *Archives Act*) and that will allow the Department to read the Records if returned to the Department in the future.

Digital Records in the Department's IT Systems or those that do not relate to the provision of Services under the Deed do not need to be returned to the Department.

Secure File Transfer Protocol (SFTP) is the Department's preferred method of transferring files on the internet or any Transmission Control Protocol/Internet Protocol network, particularly when handling large numbers of files and large files, with external parties. Refer to the [Return of Records Form – Employment Services](#) for information.

### 2.6.2. Return of Physical Records

Providers must obtain the Department's approval prior to returning any physical Records to the Department.

Providers must use the 'Form - Providers to complete to return of Physical Records to the Department to return Records'. Refer to the [Return of Records Form - Employment Services](#) to access this form.

### 2.6.3. Providers' Access to Returned Records

Where a Provider requires access to a Record that has been returned to the Department, the Provider must write to the Provider Lead with the details and purpose of the request for the Department's consideration.

Where Records have been returned to the Department and a Provider receives an order to produce documents included as part of the returned Records, such as a subpoena, the Provider may contact their Provider Lead. In these circumstances, the Provider may also seek their own independent legal advice.

## 2.7. Data Migration

Data migration is the process of transferring data from one application or format to another. It may be required when implementing of a new application, which may require data to be moved from an incompatible proprietary data format to a format that is futureproof and can be integrated with new applications.

Providers must ensure that any migration activities include validation of the migrated data quality to ensure that no data is lost, and the data continues to be fit for the intended purpose.

When migrating information Providers must ensure:

- the migration is planned, documented and managed
- pre and post migration testing proves that authentic, complete, accessible and useable records can and have been migrated
- source records are kept for an appropriate length of time after the migration to enable confirmation that the migration has been successful. Determination of the specific retention period must be based on an organisational risk assessment

This advice is in line with the *Archives Act* and Archives Regulations. However, if future processes include destroying source records, it is recommended that consultation with legal counsel be conducted to ensure that there is no legal requirement to maintain them.

A successful migration demonstrates that the migrated business information is at least functionally equivalent to the source record for business, legal and archival purposes. [General Records Authority 31](#) permits the destruction of information and records after they have been successfully migrated from one system to another.

Providers must note that the information transferred to the Department will be imported into the Department's official recordkeeping system and appropriate classification will be applied at the time of import.

### 2.7.1. Data Security Considerations

Providers should be conscious of the following security considerations:

- Ensure that those who access sensitive or security classified information have an appropriate security clearance if information is classified, and a need to know that information.
- Access to (including remote access) to supporting ICT systems, networks, infrastructure and applications is controlled.
- Information in systems should be continuously safeguarded from cyber threats
- Administrative privileges such as logon and administrator privileges should be restricted.

Providers should refer to the digital Information Assurance / IT Security Compliance guide on the [Department's website](#) for more information.

### 2.7.2. Decommissioning of Systems

When decommissioning any systems Providers should ensure that they have considered the value of the business information and any ongoing need to access it. If the information is no longer required, the Provider will need authorisation to legally destroy that information.

The NAA provides authorisation to destroy Australian Government business information in the form of records authorities.

Digital preservation requires a proactive program to identify records at risk and take necessary action to ensure their ongoing viability. To achieve this, the Providers must consider the lifecycle of the information versus the lifecycle of the system and have plans in place to preserve information as needed. Regular and



planned migration helps avoid obsolescence and ensures information continues to be accessible and useable.

## 2.8. Breaches and Inappropriate Handling of Records

### 2.8.1. Reporting Requirements

Providers must report all incidents involving unauthorised access, damaged, destroyed, lost or stolen Records to the Department. Where the Records contain or possibly contain personal information of participants, Providers must follow the Privacy incident reporting process set out in the [Privacy Chapter](#).

### 2.8.2. Rectification Requirements

For all incidents involving the misuse, interference, loss, unauthorised access, unauthorised use, unauthorised disclosure, damage, destruction, loss or stealing of Records (digital or physical), Providers must:

- immediately make every effort to recover lost or damaged Records (e.g. retrieving or photocopying Records), including if required, arranging and paying for the services of expert contractors (e.g. disaster recovery or professional drying services)
- not destroy damaged Records without prior authorisation from the Department
- inform Participants if any Personal Information has been lost or is at risk of being publicly available
- where relevant and, if necessary, reinterview Participants to recollect information review relevant policies and procedures to ensure their adequacy in future.
- The Department may make recommendations to the Provider to mitigate the risk of recurrence of the incident.

### 2.8.3. Notifiable Data Breaches Scheme

All Providers, and the organisations or agencies they share information with, must comply with the requirements of the Notifiable Data Breaches (NDB) scheme in the event of an 'eligible data breach' involving Personal Information.

Information about the NDB scheme and guidance for undertaking an assessment of a privacy incident are available on the [OAIC website](#).

The Department must also be informed of the incident in accordance with the Privacy Incident reporting process set out in the [Privacy Chapter](#) and provided with copies of any notifications submitted by the Provider to the OAIC.

## 2.9. Retention of Records

All Records must be retained by the Provider for a period of no less than 6 years after the creation of the Record, unless otherwise specified in these Records Management Instructions or advised by the Department. For certain Records, specific retention periods are applicable in accordance with [Employment Services Records Disposal Authority 2003/00330307](#), [Employment Services Records Authority 2009/00179260 \(RA\)](#) and the [General Records Authority GRA 33 Accredited Training](#)

[2012/00579704 \(GRA 33\)](#). Details of these specific Records and corresponding retention periods are set out in the supporting document [Records retention periods](#).

Records with a longer retention period should be maintained by the Provider until they no longer require them and then be returned to the Department for ongoing management. Records in storage arrangements that are retrieved should be converted to digital format and the source record destroyed.

Providers have the discretion to retain Records longer than the minimum periods outlined but must not destroy Records prior to the expiration of the relevant retention periods. In addition, the Department may direct some Records be retained for longer periods, for example, in the case of Records required in any legal action.

The Department may impose special conditions on a Provider in relation to retention of Records at the Department's absolute discretion. This may include imposing extended record retention periods on Providers.

Providers must review Records that have reached the minimum retention period before destroying them in accordance with these Records Management Instructions.

If a relevant Record has reached the required minimum retention period but, for example, the Provider has knowledge of a legal action or potential legal action, the Provider must re-sentence the Record and inform the Provider Lead. Sentencing is the process for identifying the minimum retention period for a Record by assessing them against the classes specified in the relevant Records Authority.

At the Completion Date, the Provider must manage all Records in accordance with these Records Management Instructions or as otherwise directed by the Department.

Retention periods are determined with reference to NAA accredited records authorities.

### **2.9.1. Digital Records**

Where a Third Party IT Vendor is in possession of Records as a result of assisting a Provider to provide Services under the relevant Deed, the Third Party IT Vendor may only dispose of those Records in accordance with Records Retention Periods with prior agreement of the Provider.

For purposes of determining the applicable retention period, a scanned version of a paper Record would have the same creation date as the original source document.

Information in the Department's IT Systems will be retained by the Department for the appropriate retention periods.

### **2.9.2. Physical Records**

Providers must retain relevant paper Records according to the minimum retention periods outlined in the Deed and, where relevant, the [Records retention periods](#) supporting document.

## **2.10. Disposal of Records**

The Provider must:

- not destroy or otherwise dispose of Records, except in accordance with the Deed, these Records Management Instructions, or as otherwise directed by the Department, and

- provide a list to the Department of any Records that have been destroyed, as directed by the Department.

Records must not be destroyed where the Provider is aware of current or potential legal action or where the records are subject to a [Disposal Freeze or Retention Notice](#) issued by the NAA, even if the minimum retention period has been reached. These Records are priority Records and must be retained in accordance with requirements set out for priority Records in [Control of Records](#) section. A Provider must also comply with any direction from the Department not to destroy Records. Providers must only destroy Records that have reached the minimum retention period and following the review process outlined in [Retention of Records](#) section.

Providers must maintain a list of destroyed Records which must be supplied to the Department upon request. This list must also be retained by the Provider in accordance with the applicable retention period or as directed by the Department.

Refer to [Retention of Records](#) section for information on retention periods.

### 2.10.1. Methods of destroying Records

When Providers destroy Records, they must use a method that ensures the information is no longer readable and cannot be retrieved.

#### Digital Records

It is the Provider's responsibility to ensure all digital Records are identified and removed from their systems and destroyed. Methods of destroying digital Records include:

- file shredding
- degaussing – the process of demagnetising magnetic media to erase recorded data
- physical Destruction of storage media – such as pulverisation, incineration or shredding
- reformatting – if it can be guaranteed the process cannot be reversed.

To ensure the complete Destruction of a digital Record, all copies should be found and destroyed. This includes removing and destroying copies contained in system backups and off-site storage.

Deletion is not destruction and does not meet the requirements for Destruction of Australian Government Records. When digital Records are deleted it is only the pointer to the Record (such as the file name and directory path) that is deleted. The actual data objects are gradually overwritten in time by new data. However, until the data is completely overwritten, there remains a possibility that the information can be retrieved.

#### Physical Records

Providers must ensure physical Records are destroyed using one of the following methods:

- pulping – transforming used paper into a moist, slightly cohering mass.
- burning – in accordance with relevant environmental protection restrictions and
- shredding – using crosscut shredders (using either A or B class shredders).

If Destruction of physical Records is undertaken at an off-site facility, then a certificate of destruction including details of the Records destroyed and appropriate authorisation must be obtained and retained by the Provider.

### 2.10.2. General Records Authority 30

Records may be damaged beyond repair because of a disaster, emergency, or other unforeseen circumstance, as defined in [GRA 30](#).

If a Provider considers that a Record or Records have been damaged in line with GRA 30, it must not destroy the Record(s) unless and until the Department provides written authority for the destruction of the Record(s). Providers must notify the Department as soon as possible following the Record(s) being damaged, providing at a minimum:

- photographic evidence of the damaged Record(s)
- do any of the damaged Record(s) need to be retained permanently
- information about the circumstances causing the damage, including whether:
  - the Record(s) in their damaged state pose a health hazard, and
  - any Record(s) were able to be retrieved following the circumstances causing the damage and if so, how this retrieval will be managed
- information about the Record(s), including:
  - the number affected, and if approximated, how this number was determined,
  - their content,
  - their classification, and
  - whether they had been digitised
- information about how the damaged Record(s) are proposed to be destroyed, and
- any other information the Provider considers relevant to a request to destroy the Record(s)

### 2.10.3. General Records Authority 31

Records as defined in the Deed are Commonwealth records for the purposes of the Archives Act.

Subject to certain exclusions and conditions, the NAA provides permission for the destruction of Commonwealth Records created on or after 1 January 1980 under General Records Authority 31 - Destruction of source or original records after digitisation, conversion or Migration (GRA 31) where those Records have been converted from hard copy to digital form.

Providers, as 'authorised agents' of the Department, must comply with the requirements of GRA 31.

Providers must retain the original copy of a paper Record for the relevant retention period and return it to the Department in accordance with this Chapter, regardless of whether it has also been converted to digital form, if required to do so under relevant Deed/s, Guidelines or if directed by the Department.

Further explanation of the relevant conditions and exclusions for [GRA 31](#) is available on NAA website.

### 2.10.4. Destruction of Duplicate Records

#### Digital Records

Duplicate digital records are to be destroyed in accordance with [Methods of Destroying digital Records](#).

#### Physical Records

Providers must only destroy duplicate paper records in accordance with [NAA guidelines](#).

## Chapter 3. Privacy

### Supporting Documents for this Chapter:

- [Privacy Notification and Consent Form](#)
- [Provider Privacy Incident Report](#)
- [Learning Centre: Information Exchange and Privacy Module](#)

### 3.1. Chapter Overview

This Chapter provides information for Providers and their Personnel on their obligations in relation to handling personal and protected information about individuals, as well in relation to reporting privacy incidents.

### 3.2. The Australian Privacy Principles

The Privacy Act 1988 (Cth) (Privacy Act) regulates the collection and handling of personal information through minimum privacy standards, known as [the Australian Privacy Principles \(APPs\)](#).

In delivering Services, Providers collect, use and disclose personal information about individuals. In handling this personal information, Providers are required under their Deed(s) to comply with the Privacy Act and the APPs as if they were agencies. The APPs govern the standards, rights and obligations around:

- the [collection, use, and disclosure](#) of personal information;
- an organisation or agency's governance and accountability;
- integrity of personal information
- protection of personal information; and
- the rights of individuals to [access and correct](#) their personal information.

The APPs are principles-based law. The Provider must consider its own situation and relevant Deed provisions, and implement procedures and policies to ensure compliance with the relevant APPs.

#### 3.2.1. Personal information and sensitive information

'Personal information' means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not, or is recorded in a material form or not.


Personal information includes an individual's name, signature, date of birth, address, telephone number, sensitive information, bank account details, employment information, and commentary or opinion about an individual. This kind of information may be shared verbally, contained in physical or digital files or documents, such as résumés or application forms provided by the individual, or in an email or text message, or recorded.

'Sensitive information' is a subset of personal information and includes information that relates to an individual's racial or ethnic origin, health status, genetics and biometrics, religious beliefs or affiliations, philosophical beliefs, sexual orientation, criminal record or membership of a political association, professional or trade association or trade union.

When handling personal information, Providers must ensure they are assessing whether the information is also sensitive information, as there are higher standards and additional requirements for collecting, using and disclosing sensitive information. For example, an individual's consent is not required for a Provider (as an APP entity) to collect personal information but will be required for a Provider to collect sensitive information. Inappropriate handling of sensitive information is particularly serious and can result in, amongst other things a requirement to pay compensation or to enter into enforceable undertaking.

### 3.2.2. Consent and the APPs

In complying with the Privacy Act, the APPs and this Chapter, Providers may be required to seek consent from individuals to permit the handling of their personal and sensitive information. Consent can be given expressly, either orally or in writing, or it can be implied.

 In situations of verbal or implied consent, Providers must record the nature of the individual's consent in the Department's IT Systems (where the Provider has access) or in another appropriate format (where the Provider does not have access and which must be made available to the Department on request).

For an individual's consent to be valid, Providers must ensure:

- the individual is adequately informed before giving consent,
- the individual gives consent voluntarily,
- the consent is current and specific, and
- the individual has the capacity to understand and communicate their consent.

Where an individual is under 18 years old, the Provider must decide if the individual has the capacity to consent on a case-by-case basis. The [OAIC advises, as a general rule](#), that an individual under the age of 18 has the capacity to consent if they have the maturity to understand what is being proposed. If the individual lacks maturity it may be appropriate for a parent or guardian to consent on their behalf.

Further information about consent can be found on the [OAIC's website](#).

### 3.3. APP 3: Collection of solicited personal information

APP 3 outlines when an APP entity may collect solicited personal information, including sensitive information.

To deliver the Services they are contracted to provide, Providers are generally required to collect personal information. APP 3 outlines when an APP entity may collect solicited personal information, including sensitive information (see [Consent and the APPs](#)).


Providers may only solicit and collect personal information that is reasonably necessary for, or directly related to, one or more of the Provider's functions or activities. A Provider's functions or activities will vary depending on the Services being delivered and Providers should consider their obligations under their Deed(s) with the Department to deliver Services before collecting personal information.

### 3.3.1. Consent to the collection of sensitive information

In addition to the above, Providers must only collect sensitive information where the individual gives consent to the collection, unless another exception applies.


For Providers delivering Services to Participants, during the first meeting with the individual, the Provider must:

- explain the [Privacy Notification and Consent Form](#), and its contents, to the participant, including how their personal and sensitive information will be handled,
- seek the individual's express written consent to collect their sensitive information by asking the individual to sign Part B of the [Privacy Notification and Consent Forms](#). Please note Providers may digitise, but must not amend, the Privacy Notification and Consent Form (with the exception of selecting the program from the drop-down menu), and
- advise the individual that they are not required to give consent for the collection of their sensitive information and can withdraw their consent at any time.

 Providers must retain copies of the [Privacy Notification and Consent Forms](#) signed by individuals in accordance with the Records Management Instructions Chapter and any other Guideline. These must be made available to the Department on request.

While signing the [Privacy Notification and Consent Form](#) may indicate express consent at the time of signing, individuals may also provide their express consent to the form verbally. In some circumstances, Providers may also reasonably infer from an individual's conduct that there has been implied consent to the collection of sensitive information, for example, from the voluntary disclosure of a document containing sensitive information to the Provider.

Where consent is not provided or is withdrawn, and no APP exception applies, the Provider cannot collect the individual's sensitive information. In these circumstances, Providers must explain to the individual that they will still be required to participate in the relevant program, however, the lack of consent may limit the options and employment services that a Provider can offer. For example, if an individual does not consent to the collection of sensitive information about their health status or racial or ethnic origin, they may not be referred to any possible appropriate targeted services.

 Where an individual withdraws consent to the collection of their sensitive information, the Provider must not destroy the Privacy Notification and Consent Form, except in accordance with the Archives Act, and the Provider must record the withdrawal of the individual's consent to the collection of their sensitive information on the individual's record in the Department's IT Systems (where the Provider has access), or in another appropriate format (where the Provider does not have access and which must be made available to the Department on request).

Some examples of exceptions which may permit the collection of sensitive information without consent include:

- the collection of the information is required or authorised by or under an Australian law or a court/tribunal order (e.g. the Social Security Law);
- it is unreasonable or impracticable to obtain the individual's consent to the collection and the Provider reasonably believes that the collection is necessary to lessen or prevent a serious threat to the life, health or safety of any individual or to public health or safety; or
- the Provider has reason to suspect that unlawful activity, or misconduct of a serious nature, that relates to the Provider's functions or activities has been, is being or may be engaged in

and the Provider reasonably believes that the collection is necessary in order for the Provider to take appropriate action in relation to the matter.

The above are examples only. Providers should seek their own independent legal advice before collecting sensitive information without consent or if the Provider is unsure whether the information is a Commonwealth record, and should consider the circumstances and obligations under Use and Disclosure of Protected Information below.

### **3.3.2. Manner of collection**

Providers must only collect personal information directly from the individual, unless any one of the following exceptions applies:

- the individual consents to the collection of the information from a third party; or
- the Provider is required or authorised by Australian law, or court/tribunal order, to collect the information from the third party; or
- it is unreasonable or impracticable to collect the personal information directly from the individual.

For example, it may be unreasonable or impracticable to collect personal information directly from an individual where language difficulties prevent the individual from providing their personal information. In these cases, the Provider should seek the individual's consent to collect the information through an interpreter or translator. Under APP 10, Providers are required to take reasonable steps to ensure that the personal information they collect is accurate, up-to-date and complete. Providers therefore need to take steps to ensure that the interpreter or translator that is used will be providing accurate and complete information from the individual.

The collection of personal information by a Provider must be by lawful and fair means only. A fair means of collecting information is one that does not involve intimidation or deception, and is not unreasonably intrusive.

### **3.4. APP 4: Dealing with unsolicited personal information**

APP 4 outlines when an APP entity may collect unsolicited personal information.

A Provider may receive personal information it did not ask for. APP 4 outlines when a Provider may collect unsolicited personal information. Where a Provider receives unsolicited personal information, it must determine whether it would have been permitted to collect the personal information under APP 3. If not, the Provider must, destroy or de-identify the information unless it is a Commonwealth record under the Archives Act. Most records held by Providers in performing the Services will be Commonwealth records. Providers should seek their own independent legal advice prior to destroying unsolicited information.

If the Provider determines that it could have collected the personal information under APP 3, or retains the personal information because it is contained in a Commonwealth record, it must handle the information in accordance with the Privacy Act.



### 3.5. APP 5: Notification of the collection of personal information

APP 5 requires an APP entity that collects personal information about an individual, to take reasonable steps to notify the individual of certain matters or to ensure the individual is aware of those matters.

As well as obtaining their consent to the collection of sensitive information as required by APP 3, the Privacy Notification and Consent Form complies with APP 5.2 by informing the individual of matters such as:

- the identity and contact details of the Department
- the purposes for which the Department and Provider are collecting the personal information, and
- the main consequences for the individual if all or some of the personal information is not collected by the Department and Provider.

### 3.6. APP 6: Use and Disclosure of personal information

APP 6 provides that if an APP entity holds personal information about an individual that was collected for a particular purpose (primary purpose), the entity must not use or disclose the information for another purpose (secondary purpose) unless an exception applies.

Personal information in employment services is generally collected, used and disclosed for the primary purpose, which is administering the relevant employment service program and to provide individuals with appropriate services and assistance. A Provider may use and disclose an individual's personal information, including sensitive information, for the primary purpose. More information about the primary purpose can be found in the [Privacy Notification and Consent Form](#).

A secondary purpose is any purpose that is not the primary purpose. Providers must not use or disclose personal information for a secondary purpose unless an exception applies, including where:

- the individual consents to the use or disclosure for the secondary purpose\*
- the individual would reasonably expect the use or disclosure for the secondary purpose, and either the secondary purpose is related to the primary purpose or, in the case of sensitive information, is directly related to the primary purpose, or
- the use or disclosure is required or authorised by or under an Australian law or a court/tribunal order (e.g. the Social Security Law, see [Use and Disclosure of Protected Information](#)).

The APP 6 obligations apply to the use of personal information by the Provider and the disclosure of personal information to third parties, that is parties other than the Provider. The Provider may disclose personal information, other than sensitive information, to a related body corporate.

\*It should not be assumed that an individual has given consent on the basis alone that they did not object to a proposal to handle personal information in a particular way.

#### 3.6.1. Information for 'checks'

Subject to APP 6, Providers must not disclose personal information for the purpose of checks, including police checks, Working with Children Checks, Working with Vulnerable People Checks, Visa Entitlement Verification Online (VEVO) checks and health/medical checks.

If an individual is offered paid work and the Employer seeks one or more of these checks, the Employer should source the information directly from the individual.

When referring an individual to a relevant agency for a check to be undertaken, Providers must ensure that the individual is aware that their personal information will be disclosed to the relevant agency for this purpose, and provide relevant information, including details of what the check will involve. Where a Provider is referring an individual to an activity that requires one or more of these checks, the Provider must refer the individual to the relevant agencies which undertake the checks prior to the placement. See deed clauses on 'Checks and reasonable care' for further information.

### **3.6.2. Tax File Numbers**

Providers should also note that the *Privacy (Tax File Number) Rule 2015* (TFN Rule) only allows certain people, agencies, organisations and other entities that are authorised by taxation, personal assistance or superannuation law to ask for and receive TFNs ('authorised or lawful TFN recipients'). A TFN recipient also must not record, collect, use or disclose TFN information unless this is permitted under taxation, personal assistance or superannuation law.

TFN recipients must take reasonable steps to protect TFN information from misuse and loss, and from unauthorised access, use, modification or disclosure. A breach of the TFN Rule is an interference with privacy under the Privacy Act.

Due to the particular sensitivities attached to TFNs, their use and disclosure are governed by secrecy provisions in applicable legislation. Relevantly, subsection 8WB(1) of the *Taxation Administration Act 1953* (Cth) (TAA) provides that, unless an exception applies, a person must not divulge or communicate another person's TFN to a third person. A breach of subsection 8WB(1) of the TAA may lead to criminal liability.

### **3.7. APP 7: Direct marketing**

APP 7 provides that a Provider must not use or disclose personal information for the purposes of direct marketing unless an exception applies. Prior to undertaking any direct marketing in relation to functions and activities under the Deed(s), Providers must consider whether the proposed marketing is consistent with the Privacy Act. Providers should obtain their own independent legal advice.

### **3.8. APP 9: Adoption, use or disclosure of government related identifiers**

Providers routinely interact with government related identifiers, including Centrelink Reference Numbers (CRNs) and Job Seeker Identification numbers (JSIDs). APP 9 restricts the adoption, use and disclosure of government related identifiers by organisations. Under the Deed, Providers must comply with APP 9.

APP 9 provides limited exceptions where a Provider may:

- adopt a government related identifier of an individual as its own identifier of the individual, or
- use or disclose a government related identifier of an individual.

An example is where the use or disclosure of a government related identifier is reasonably necessary for the Provider to fulfil its obligations to the Department. Providers should note that consent is not a basis on which the adoption, use or disclosure of a government related identifier may be permitted and should also consider the additional requirements regarding the use and disclosure of [Tax File Numbers](#). Providers should obtain their own independent legal advice.

### 3.9. APPs 12 and 13: Access to and correction of personal information

Under APP 12, if an APP entity holds personal information about an individual, the entity must, on request by the individual, give the individual access to the information. APP 12 does not stipulate any formal requirements for making a request, or require that a request to access personal information be made in writing or require an individual to state that it is an APP 12 request. Therefore, a verbal request for personal information may be a valid request under APP 12.

Under APP 13, if an APP entity holds personal information about an individual and the individual requests the entity to correct the information, the entity must take such steps as are reasonable in the circumstances to correct that information to ensure that, having regard to the purpose for which it is held, the information is accurate, up-to-date, complete, relevant and not misleading.

Generally, Providers must process requests for access to personal information and requests for correction of personal information. If a Provider receives such a request, they must provide a response within 30 calendar days after the request is made.

Certain requests must be directed to the Department for consideration where they encompass records containing information falling within the following categories:

- records also containing information about another person
- medical/psychiatric records (other than those actually supplied by the individual, or where it is clear that the individual has a copy or has previously sighted a copy of the records)
- psychological records, and
- information provided by other third parties.

Providers **must not** direct a request to the Department without first considering whether they are obliged to process the request.

If an individual is seeking access to personal information on behalf of another individual, Providers must obtain written authority from the individual whose personal information is being sought before releasing any documents. At a minimum, an authority should state the individual's name, include a description of the documents that they are authorising the release of, who the documents can be released to and bear the individual's signature.

If the Provider is unable to obtain written authority, they should inform the individual that they may wish to make a request under the *Freedom of Information Act 1982* (FOI Act). Requests under the FOI Act should be directed to the Department via [FOI@dewr.gov.au](mailto:FOI@dewr.gov.au).

#### 3.9.1. Freedom of Information requests

Under the Deeds, Providers are required to assist the Department in processing requests under the FOI Act by providing Records (digital or physical) in their possession that are relevant to a request.

An individual seeking to access documents containing their personal information may submit a request for access under either the Privacy Act or the FOI Act. However, where the document being sought does not contain their personal information, access is not available under the Privacy Act as the Privacy Act only applies to personal information.

Requests under the FOI Act should be directed to the Department via [FOI@dewr.gov.au](mailto:FOI@dewr.gov.au).

### **3.10. Use and disclosure of Protected Information**

Protected Information is information about a person that was obtained by an officer under the Social Security Law, and is held or was held in the records of the Department or Services Australia. Protected information may also be personal information under the Privacy Act.

For example, if an individual receives a social security benefit or payment, that individual's information (including their name, date of birth and contact details) will likely be both personal and Protected Information.

#### **3.10.1. Offences related to Protected Information**

It is an offence under the *Social Security (Administration) Act 1999* (Administration Act) for a person to intentionally obtain, make a record of, disclose to any other person, or otherwise use, Protected Information if the person:

- is not authorised by or under the Social Security Law to do so, and
- the person knows, or ought reasonably to know, that the information is Protected Information.

This means the Provider's Personnel may commit a criminal offence if they:

- search for, or access, Protected Information not required for their duties
- make copies of Protected Information where not authorised
- disclose Protected Information to other staff or third parties who do not need to know that information
- otherwise use Protected Information where not permitted.

#### **3.10.2. Permitted uses of Protected Information**

Providers are permitted to obtain, make records of, use and disclose Protected Information where this is authorised or required by the Social Security Law, such as:

- for the purposes of the Social Security Law, such as ensuring that an individual enters into, and complies with their Job Plan, or
- to deliver the Services.

Providers may also make a record, use and disclose an individual's Protected Information where that individual provides express or implied consent to that use or disclosure. This may be helpful where a Provider wishes to assist or support an individual by providing their information with their consent to a third party.

### 3.10.3. Public Interest Certificates

In addition to the permitted uses discussed above, Providers may disclose Protected Information to certain persons where this is authorised by a Public Interest Certificate (PIC). A PIC identifies the information that can be disclosed, the purposes for which the Protected Information can be disclosed and to whom the information can be disclosed. The PIC may also specify who can disclose the information.

#### Class PICs

The Department's Secretary has issued [Social Security \(Administration\) \(Class of Cases\) Public Interest Certificate 2022](#) (the Class PIC). In accordance with the Class PIC, under the [Instrument of Delegation](#), the Secretary has delegated the power to disclose information to all persons engaged by an organisation contracted by the Department to deliver employment services for the Commonwealth (i.e. a Provider) who have completed the Department's [Information Exchange and Privacy training](#) (available on the Learning Centre).

A delegate may disclose Protected Information about an individual under the Class PIC in cases:

- where the request is from police, emergency services, an emergency call service "Triple Zero", health service providers, or child protection agencies, and
- the person making the request cannot reasonably obtain the information from another source, and
- the individual to whom the information relates is unable, refuses, or is likely to refuse to provide information to those specific persons, and
- disclosure of the information is necessary to prevent or lessen a threat to the life, health or welfare of a person.

A delegate may also disclose Protected Information about an individual to the police under the Class PIC:

- where the police cannot reasonably obtain the information from another source, and
- the individual to whom the information relates is unable, refuses, or is likely to refuse to provide information to the police, and
- the purpose of the disclosure is the investigation of an offence or threatened offence has occurred against an officer, or against Commonwealth property, or in premises occupied by an employment services Provider contracted to the Department.

Before disclosing the information, the delegate must consider the facts of the case and determine if the Class PIC applies. A delegate may consult with others (to the extent Social Security Law allows) to determine if the Class PIC applies and, if so, who may be best placed to disclose the information.

Once the delegate has disclosed the information, they must complete the [Release of Protected Information Notification Form](#). Once completed, the Provider must send the completed form to their Provider Lead.

For more information around disclosing Protected Information under the Class PIC, please refer to the [Class PIC Factsheet](#).

## Specific PICs

Providers are required to obtain a specific PIC to release Protected Information in situations that are not covered by the Class PIC and disclosure is not otherwise authorised, such as by consent of the individual. Examples include:

- releasing Protected information to Police or other authorities to assist an investigation when there is no threat to anyone's life, health or welfare; and
- responding to a subpoena or other notice requiring production of documents.

The Provider will need to approach the Department through their Provider Lead to request a specific PIC. The Provider should make the request as soon as they become aware of circumstances where they wish to, or are being asked to, disclose Protected Information, and outline the reasons why the Provider proposes to disclose the Protected Information, and why it may not be appropriate to seek the relevant Participant's consent to the disclosure.

The Department will not issue a specific PIC in every case and the Provider should consult their own independent legal advice before responding to the request for Protected Information.

## Subpoenas or notices to produce

If a Provider receives a subpoena or a notice to produce from a court which requires disclosure of Protected Information, the Provider must ensure that they comply with all relevant laws, as well as the requirements of the Deed and Guidelines, in responding to that subpoena or notice to produce.

In particular, Providers should have regard to section 207 of the Administration Act in determining whether a Participant's Protected Information can be disclosed. Providers should obtain their own legal advice, where relevant.

Providers do not need to contact the Department if the Participant has consented to the release of the information to a nominated recipient for a specified purpose as requested under a subpoena or notice to produce, irrespective of whether it is related to employment services. For example, if a Participant is in an unrelated motor vehicle incident, they might claim compensation and the relevant insurer might want access to Protected Information about a Participant held by the Provider to help assess the Participant's claim. The Department takes the position that the Protected Information could be disclosed to the court if the Participant consents and that it would be acceptable for the Provider to seek the Participant's consent if the insurer has not already supplied the Provider with evidence of their consent.

### 3.11. Privacy Incidents and the Notifiable Data Breaches Scheme

Acts or practices by a Provider which breach an APP are an interference with the privacy of the individual. The OAIC has powers to investigate possible interferences with privacy, either following a complaint by an individual or on the OAIC's own initiative. The OAIC also has a range of enforcement powers and other remedies.

Providers are required under [the Notifiable Data Breaches scheme](#) to notify affected individuals and the OAIC about eligible data breaches. An eligible data breach occurs when:

- there is unauthorised access to, or disclosure of, personal information held by an entity, or information is lost in circumstances where unauthorised access or disclosure is likely to occur
- this is likely to result in serious harm to any of the individuals to whom the information relates, and
- the entity has been unable to prevent the likely risk of serious harm with remedial action.

The Provider must Notify the Department as soon as possible following becoming aware of any unauthorised access to, use or disclosure of, personal information, or a loss of personal information the Provider holds using the [Provider Privacy Incident Report \(PPIR\)](#). This applies to all privacy incidents, whether or not they are an eligible data breach.

Providers must promptly assess all potential privacy incidents to determine whether an eligible data breach has occurred and, if required, notification is to be provided to affected individuals and to the OAIC. Providers must take all reasonable steps to ensure that this assessment is completed within 30 calendar days of becoming reasonably aware of an eligible data breach.

By responding quickly, a Provider can substantially decrease the impact on affected individuals, and reduce the costs associated with dealing with the privacy incident, including reputational costs.

The Provider must also provide the Department with a copy of any notification of an eligible data breach made to OAIC and any subsequent correspondence with OAIC.

Providers should refer to the OAIC website for information on the Notifiable Data Breach scheme.

The Provider must also immediately Notify the Department if it becomes aware:

- of a breach or possible breach of any of the obligations contained in, or referred to in the Deed(s) by any Personnel or Subcontractor
- that a disclosure of personal information may be required by law, or
- of an approach to the Provider by the Information Commissioner or by an individual claiming that their privacy has been interfered with.

Providers should be aware that the Department monitors Personnel access to Records in the Department's IT Systems. Where a clear business reason for access to a Record or Records is not identified, the Department may require further information or investigation by a Provider, and may take action against individuals.

### **3.12. Privacy complaints**

An individual who considers that their privacy has been interfered with can contact the Department and/or the OAIC to make a complaint. Where possible, complaints under the Privacy Act should be directed to an individual's Provider in the first instance.

Providers are required to respond to any privacy complaints within 10 Business Days and in accordance with the PPIR where a privacy incident has been identified. Providers should follow [OAIC's advice on handling privacy complaints](#).

### **3.13. Referring individuals to the Department in relation to privacy matters**

After first directing their query to their Provider, an individual can contact the Department to query how their personal information is handled, request access to or correction of their personal information, or make a privacy complaint in relation to the Department or a Provider.

Individuals may contact the Department via [privacy@dewr.gov.au](mailto:privacy@dewr.gov.au).

For further information and alternative contact details, please refer to the [Department of Employment and Workplace Relations' Privacy Policy](#).

### **3.14. Awareness and Training Expectations**

Providers must adopt practices to ensure its Personnel are aware of their obligations under the Privacy Act, the Deed and this Chapter. Providers who have access to the Department's IT Systems must ensure that Personnel who handle or will handle personal information in the course of delivering services under the Deed complete the Department's [Information Exchange and Privacy module](#) (training module), available on the Learning Centre:

- prior to delivering the Services; and
- at least once every 12 months.

Providers should note that the Department's privacy training module has been developed to cater for the delivery of all employment services. It is not a substitute for any tailored internal privacy training Providers make available to their Personnel. Providers must consider the nature of the employment services they are delivering and Personnel interaction with personal information for those employment services. Where required, the Provider must supplement the Department's privacy training module with its own additional privacy training, within the timeframes above.

#### **3.14.1. Information Exchange and Privacy Module**

The Department's [Information Exchange and Privacy module](#) explains the key concepts under the Privacy Act and the APPs which govern how personal information is collected, used, disclosed, and stored.

The training module is mandatory and is essential to ensure that Personnel have a common understanding of this Chapter, the APPs, and the Social Security Law, including key processes that help manage potential risks. The completion of mandatory training assists Providers to meet legislative and regulatory requirements, but is not sufficient to meet those requirements.

Privacy resources are also published on the Provider Portal for Personnel to access.

Providers should ensure their internal privacy practices, policies and procedures are proactively reviewed, taking into account compliance with new laws or updated information handling practices, and ensuring that they are responsive to new privacy risks.

#### **3.14.2. Personnel Compliance**

Providers must monitor and annually self-audit that Personnel completion of privacy training, including the Department's mandatory privacy training module. The Department may request details



of a Provider's self-audit at any time, or may conduct its own audit of a Provider's compliance with the requirements in this Chapter.

Where privacy training is undertaken outside of the Department's Learning Centre, the Provider must retain Records of privacy training undertaken by their Personnel and must make this available to the Department on request.

It is also suggested that Providers put in place their own processes to audit the compliance of their Personnel with privacy obligations more generally.

## Chapter 4. External Systems Assurance Framework (ESAF)

### 4.1. Chapter Overview

This Chapter provides guidance for Providers in relation to:

- meeting the Department's security accreditation requirements,
- obtaining accreditation, and
- maintaining accreditation for the duration of their Deed

under the ESAF.

Providers are able to access sensitive client information via the Department's online systems. This level of access requires appropriate levels of security.

The Department uses the ESAF to determine that Providers and their External IT appropriately manage the level of risk to the security of information they hold. As part of the ESAF, Right Fit for Risk (RFFR) provides a tailored assurance approach to inform the Department's accreditation decision. The RFFR approach closely follows the ISO 27001 international standard that sets out the requirements for an Information Security Management System (ISMS).

Providers are required to undertake the accreditation process and be accredited to demonstrate their ability to meet the Department's requirements for Provider information security in the manner and within the timeframes specified in this Chapter. Providers accredited under the ESAF must maintain their accreditation for the duration of their Employment Deed with the Department, or the period they retain access to personal information collected during delivery of employment services (whichever is later).

If a Provider does not obtain accreditation or reaccreditation within the timeframes specified in the ESAF, including the RFFR, or their Employment Deed, the Provider must immediately cease using, and ensure that any relevant Subcontractor ceases using, the relevant Provider IT System.

**Note:** For the purposes of the Workforce Australia - Entrepreneurship Facilitator Deed 2022-2025, all references to Deed Commencement Date in this Chapter should be read as the Service Start Date, which is 1 July 2022.

### 4.2. External Systems Assurance Framework

The ESAF provides assurance that the risks to the Department's IT Systems and data, information and Records stored outside of the Department's IT Systems environment are managed securely and appropriately.

This is consistent with the whole of government Protective Security Policy Framework (PSPF). As part of the PSPF, the Department is accountable for ensuring that all contracted Providers used in the delivery of its programs also comply with PSPF requirements.

The ESAF covers External IT Systems associated with:

- the delivery of the Services, including storage, processing or communication of data related to delivering the Services,
- Accessing the Department's IT Systems, and
- data, information and Records supporting the program.

The areas of assurance covered in the ESAF are Provider IT Systems and Third Party Employment Systems (TPES).

#### 4.2.1. Providers' IT Systems

Provider accreditation under the ESAF provides assurance that the Department's IT Systems and data are safeguarded when accessed by Providers and Subcontractors. The accreditation of Provider IT Systems provides assurance to the Department that sufficient security measures are in place to manage Provider and Subcontractor security risks.

#### 4.2.2. Third Party Employment Systems (TPES)

TPES are any Third Party IT systems used in association with the delivery of the Services, whether or not that Third Party IT system accesses the Department's IT Systems, and where that Third Party IT system:

- contains program specific functionality or modules; or
- is used, in any way, for the analysis of Records relating to the Services, or any derivative thereof.

TPES are specialised and Department accredited systems that may interface with the Department's IT Systems and make employment industry-specific functionality available to licensed users.

Vendors of accredited TPES have demonstrated their implementation of an information security management system covering the TPES which meets RFFR requirements. The status of all existing accredited TPES is outlined on the [Department's Digital Information Assurance and IT Security Compliance website](#).

If a Provider uses a TPES, the Provider must ensure that they:

- have accessed the relevant TPES accreditation letter
- understand the scope of the TPES accreditation
- identify if the Provider's system configuration matches the accredited TPES configuration, and
- identify risks associated with use of unaccredited TPES functionality and implements appropriate mitigation strategies.

Providers wishing to use unaccredited software or services must assess risks, conduct their own evaluations, and ensure appropriate controls are in place.

Providers must obtain written approval from the Department to use or change a TPES.

### 4.3. Right Fit for Risk approach

The RFFR approach includes requirements in relation to Provider accreditation based on the:

- **International Standard ISO/IEC 27001:2013** Information technology – Security techniques – Information security management systems – Requirements (ISO 27001) – the international standard outlining the core requirements of an Information Security Management System.

- **Australian Government Information Security Manual (ISM)** – the Australian Government’s cyber security framework to protect systems and data from cyber threats.

The RFFR approach includes a requirement that Providers design and implement an Information Security Management System (**ISMS**) that is consistent with the requirements of ISO 27001. An ISMS is a systematic approach to managing business information so that it remains secure and available when staff need it. It secures people, premises, IT systems and information by applying a risk management process to information security.

The RFFR program extends ISO 27001 in 2 key areas:

- ISO 27001 requires organisations to consider the set of security controls presented in Annex A to the standard and identify which are applicable to mitigating their security risks. RFFR extends this requirement by asking Providers to also consider the set of security controls presented in the ISM that are relevant to securing OFFICIAL classified information.
- The Department has identified core expectation areas that are particularly important to the security posture at all organisations. All Providers are expected to include security controls that support the core expectation areas under the RFFR when identifying applicable controls for inclusion in their ISMS.

#### **4.4. Guidelines for accreditation and maintenance of accreditation**

The Department is the accrediting authority for Providers. To accredit Providers, the Department seeks assurance that the Provider has implemented an appropriate standard of security over their information and their IT environment. The accreditation process for each Provider depends on their size and risk profile.

To demonstrate that Provider IT Systems meet RFFR requirements, the Department requires Providers to follow the RFFR approach. The RFFR approach requires Providers to complete a set of milestones within a prescribed time period. At each milestone, Providers check in with the Department to review progress, assess risk and provide guidance on meeting the RFFR requirements.

The milestones are designed to allow Providers to assess their organisation’s level of cyber security measures in place and implement any improvements identified at the same time as gaining a customised ISMS that conforms with ISO 27001.

#### **4.5. Provider classification for accreditation**

The RFFR approach classifies Providers into a category to obtain accreditation.

- Category 1: Providers delivering Services to 2,000 or more individuals per annum as a result of all of their Deeds (including individuals serviced by Subcontractors)
- Category 2: Providers delivering Services to fewer than 2,000 individuals per annum as a result of all of their Deeds (including individuals serviced by Subcontractors). This category includes two sub-categories referred to as “Category 2A” and “Category 2B” below.

When determining whether a Provider is in Category 2A or 2B, the Department will consider a range of risk factors including the:

- IT environment
- level of outsourcing
- subcontracting arrangements

- organisational structure
- level of security maturity
- the extent of sensitive information held and level of access to departmental systems
- other relevant factors.

The Department considers the number of individuals receiving services from the Provider and any Subcontractors ("caseload volume") in the aggregate across all Deeds. Should the Provider enter into new Deeds with the Department that alters the caseload volume, the Department will reassess their categorisation and may require the accreditation to be updated if the categorisation changes.

Each of the Provider categories is associated with its own assurance pathway under the RFFR approach.

The Department will categorise a Provider based on their RFFR questionnaire submission (or equivalent) and additional information obtained through an interview with the Provider. Completion of this interview and categorisation activity marks Milestone 1 in the RFFR process.

Table 4-A provides guidance to Providers on the basis of accreditation and accreditation maintenance activities required for each category.

**Table 4-A: Provider Classification**

Category	Category 1	Category 2	
Sub-category	Nil	2A	2B
<b>Annual Case load</b>	2,000 or more	Under 2,000	Under 2,000
<b>Risk profile</b>	Greater risk	Medium Risk	Low risk
<b>Basis of accreditation</b>	ISO 27001 conforming ISMS - independently certified	ISO 27001 conforming ISMS - self-assessed	Management Assertion Letter
<b>Accreditation maintenance</b>	Annual surveillance audit and triennial recertification	Annual self-assessment	Annual management assertion letter
<b>Milestones to complete</b>	1, 2 and 3	1,2 and 3	1 and 3

## 4.6. Milestones for completing the accreditation process

### 4.6.1. Milestone 1

Respondents to relevant Requests for Proposal or Tender (RFP or RFT) are required to submit a completed RFFR questionnaire to the Department on how they use information and manage security. The completed questionnaire provides the Department with information regarding the respondent's business, IT security posture, subcontracting arrangements, and readiness to meet RFFR requirements.

Milestone 1 is initiated through the submission of a RFFR questionnaire required as part of a Provider's RFP/RFT response. The Department will review the RFFR questionnaire, assess risk and

provide guidance to Providers on completing subsequent Milestones of the RFFR accreditation process as relevant. On the execution of an Employment Deed, the Department will engage with the Provider to discuss their IT security posture and next steps toward RFFR accreditation.

Table 4-B sets out the requirements for Milestone 1 for Providers who are already accredited or already in the process of being accredited.

**Table 4-B: Requirements for the Milestone 1 process**

Assessment method	Review of submitted RFFR questionnaire and discussion.
<b>Submission deliverables</b>	RFFR questionnaire submitted by the Provider as part of their RFP/RFT response.
<b>Key actions and outcomes</b>	<p>The Provider and Department representatives will discuss the Provider’s business, stakeholders, contractual obligations, information, systems and practices to assist the Provider to determine the scope of their Information Security Management System.</p> <p><b>Unaccredited Providers:</b> The Department will confirm the Provider’s categorisation and the associated RFFR assurance requirements for completing Milestone 2 and 3. Providers intending to deliver Services to fewer than 2,000 individuals will review additional risk factors with the Department to determine whether the Provider should be classified into Category 2A or 2B.</p> <p><b>Providers part way through an existing accreditation process:</b> Existing Providers who are part way through an accreditation process for delivering Services under an existing Employment Deed should take steps as advised in the purchasing documentation.</p> <p><b>Accredited Providers with new Deeds:</b> The Department will review the extent of changes to the Provider’s scope of Services and determine if the Provider should be in a different category as a result of the new Deeds. In accordance with the terms of their accreditation, the Provider should consider whether their Information Security Management System requires review and update to ensure that people, locations, systems and information associated with services under the new Deeds are appropriately secured; and notify the Department. If no significant changes have occurred, accredited Providers do not need to complete Milestones 2 and 3 and need only maintain their RFFR accreditation.</p>
<b>Next steps</b>	<p>For large organisations it is recommended Providers appoint a champion within the organisation to ensure compliance with the RFFR</p> <p>Commence development of documentation required by the Provider’s category (see <u>Table 4-C</u> below)</p>

Assessment method	Review of submitted RFFR questionnaire and discussion.
	Identify where existing security controls meet RFFR requirements, and where there are gaps requiring that additional controls be implemented.
Due dates	Completed within one month of Deed execution by the Department.

#### 4.6.2. Milestone 2

Milestone 2 requires Providers to demonstrate their ISMS has been designed to reflect RFFR requirements applicable for their Category (as advised at Milestone 1). Providers are required to demonstrate that appropriate security controls are planned to be implemented within the organisation through submission of required documentation.

The process for completing Milestone 2 depends on the Provider's category. This Milestone does not apply to Category 2B Providers who instead proceed directly to Milestone 3.

Reference guides, materials and templates to support Milestone 2 written submissions are available from the Department's website. It is not mandatory to use the Department's templates.

Table 4-C lists the requirements for Providers to achieve Milestone 2.

**Table 4-C: Milestone 2 requirements**

	Category 1 Provider	Category 2A Provider	Category 2B Provider
<b>Submission deliverables</b>	<ul style="list-style-type: none"> <li>ISMS scope</li> <li>Statement of Applicability (SoA) reflecting RFFR requirements</li> <li>Independent assessor's Stage 1 report</li> </ul>	<ul style="list-style-type: none"> <li>ISMS scope</li> <li>SoA reflecting RFFR requirements</li> <li>ISMS Self-assessment report (conformance)</li> </ul>	
<b>Implementation status</b>	Provider's ISMS is expected to substantially conform with ISO 27001 requirements, however applicable controls sourced from ISO 27001 Annex A and from the Australian Government Information Security Manual are not expected to be implemented at this stage		Not applicable
<b>Assessment method</b>	Independently issued assessed by a JAS-ANZ accredited ISO 27001 conformance assessment body	Self-assessed by business owners	
<b>Outcomes to progress to Milestone 3</b>	Department acceptance of submission deliverables.	Department acceptance of submission deliverables.	

	Category 1 Provider	Category 2A Provider	Category 2B Provider
<b>Next steps</b>	Implement the ISMS in accordance with its design		
<b>Due dates</b>	To be completed within 3 months from the Deed Commencement Date		

### 4.6.3. Milestone 3

Milestone 3 emphasises the Provider’s progress to conforming with ISO 27001 and implementing the controls applicable to the organisation. While all applicable controls are important, priority should be on ensuring conformance with controls that support the RFFR core expectations.

If not fully implemented at the point of the Milestone 3 submission, Providers are required to inform the Department of their expectation as to when each applicable control will be fully in place and when any remaining areas of non-conformance will be addressed.

Providers should be aware that applicable but unimplemented controls (and remaining areas of non-conformance) will impact the Department’s assessment of residual risk associated with the Provider, and the Department’s decision to accredit the Provider. The Department does not discourage any Category 2A and 2B Providers from seeking ISO 27001 certification as there may be significant perceived or actual benefits to other aspects of the Provider’s business.

Table 4-D lists the requirements for Providers to achieve Milestone 3.

**Table 4-D: Milestone 3 requirements**

	Category 1 Provider	Category 2A Provider	Category 2B Provider
<b>Submission deliverables</b>	<ul style="list-style-type: none"> <li>Updated SoA identifying the current implementation status of applicable controls, and the applicability decision for new or changed controls published since the SoA’s last review</li> <li>Independent assessor’s “Stage 2” report attesting to the ISMS conformance with ISO 27001 and the status of all applicable controls in the Provider’s customised SoA</li> <li>ISO 27001 or DESE ISMS Certificate (when available)</li> </ul>	<ul style="list-style-type: none"> <li>Updated SoA identifying the current implementation status of applicable controls, and the applicability decision for new or changed controls published since the SoA’s last review</li> <li>ISMS self-assessment report (implementation)</li> </ul>	Management Assertion Letter



	Category 1 Provider	Category 2A Provider	Category 2B Provider
<b>Implementation status</b>	Provider's ISMS conforms with ISO 27001 and controls applicable to the organisation have been implemented		Controls supporting specific security objectives have been implemented
<b>Assessment method</b>	Independently assessed	Self-assessed	Self-assessed
<b>Outcomes to complete process</b>	<ul style="list-style-type: none"> <li>• Department acceptance of submission deliverables</li> <li>• RFFR accreditation</li> </ul>		
<b>Next steps</b>	<ul style="list-style-type: none"> <li>• Address any remaining minor non-conformances</li> <li>• Implement remaining applicable controls (if any)</li> <li>• Monitor the ISMS</li> </ul>		Monitor performance of security controls
<b>Due dates</b>	To be completed within 9 months from the Deed Commencement Date		To be completed within 9 months from the Deed Commencement Date

## 4.7. Submission deliverables

### 4.7.1. Submission milestones

Table 4-E below provides a high-level description of the deliverables that need to be submitted to the Department as part of the accreditation process. The Department does not require the use of any specific template, except for the RFFR questionnaire completed for Milestone 1 as part of the Provider's RFT/RFP response. Standard templates for each deliverable are available from the Department and may be optionally used as a basis for working through the accreditation process.

Each of the submission deliverables in Table 4-E is described in more detail in Table 4-F.

**Table 4-E: Provider Milestones Deliverables**

	Milestone 1	Milestone 2	Milestone 3
<b>Category 1 Providers</b>	<ul style="list-style-type: none"> <li>• RFFR questionnaire &amp; Interview</li> </ul>	<ul style="list-style-type: none"> <li>• ISMS Scope</li> <li>• SoA</li> <li>• Independent assessor's "Stage 1" report</li> </ul>	<ul style="list-style-type: none"> <li>• ISMS Scope</li> <li>• SoA</li> <li>• Independent assessor's "Stage 2" report</li> <li>• ISO 27001 certificate or</li> </ul>

	Milestone 1	Milestone 2	Milestone 3
			DESE ISMS certificate
<b>Category 2A Providers</b>	<ul style="list-style-type: none"> <li>RFFR questionnaire &amp; Interview</li> </ul>	<ul style="list-style-type: none"> <li>ISMS Scope</li> <li>SoA</li> <li>ISMS Self-assessment report (conformance)</li> </ul>	<ul style="list-style-type: none"> <li>ISMS Scope</li> <li>SoA</li> <li>ISMS Self-assessment report (implementation)</li> </ul>
<b>Category 2B Providers</b>	<ul style="list-style-type: none"> <li>RFFR questionnaire &amp; Interview</li> </ul>	<ul style="list-style-type: none"> <li>Not applicable</li> </ul>	<ul style="list-style-type: none"> <li>Management Assertion Letter</li> </ul>

#### 4.7.2. Deliverable descriptions

Table 4-F below provides a detailed description of, and criteria for completing, each deliverable of the RFFR process.

**Table 4-F: Deliverable descriptions**

Submission Document	Description
<b>RFFR questionnaire</b>	Submitted with the Provider's RFT/RFP response where required, the questionnaire seeks information regarding the Provider's business, their IT security posture and their readiness to meet RFFR requirements. Discussing the completed questionnaire with the Department marks completion of Milestone 1 and confirms the Provider's category.
<b>ISMS scope document</b>	The purpose of this document is to clearly define the boundaries of the ISMS to provide the Department with an understanding of the Provider's business and context, in conformance with ISO 27001 Clause 4. It should also provide a high-level description of how the Provider intends to meet RFFR core expectation areas. A template scope document is available from the Department.
<b>Statement of Applicability (SoA)</b>	<p>The SoA demonstrates the Provider's consideration of each of the security controls sourced from ISO 27001's Annex A and ISM's OFFICIAL security controls and the determination of which controls will form part of the Provider's ISMS. It also communicates the rationale for determining that individual controls are "not applicable" to the Provider's business.</p> <p>For applicable controls, the SoA should indicate relevant policies/procedures or other documentation demonstrating that the control has been included in the Provider's business and should indicate the current implementation status of each applicable control.</p>

Submission Document	Description
	The SoA is a mandatory artefact required to conform with ISO 27001 Clause 6. An ISO to ISM controls mapping document is available from the Department to assist with developing the SoA.
<b>Independent assessor’s “stage 1” report</b>	For Category 1 Providers (or other Providers who see benefit in obtaining an industry certification). This is the first of 2 independent assessments required to achieve ISO 27001 or DESE ISMS Scheme certification. Performed by a JAS-ANZ registered certification assessment body, the stage 1 report verifies the extent to which the Provider’s ISMS has been designed to conform with the requirements of ISO 27001 and identifies design gaps to be addressed prior to commencing the stage 2 assessment. Because RFFR requires a customised SoA it is critical that the report states that the assessment was performed over the ISMS as described by that customised SoA – with a clear report reference to the SoA by version/ date.
<b>Independent assessor’s “stage 2” report</b>	For Category 1 Providers (or other Providers who see benefit in obtaining an industry certification). This is the second of 2 independent assessments required to achieve ISO 27001 or DESE ISMS Scheme certification and is a key source of assurance that the Provider has implemented the controls identified as applicable in the SoA. Performed by a JAS-ANZ registered certification assessment body, the stage 2 report validates that the implemented ISMS conforms with the requirements of ISO 27001 and that applicable controls are in place and operating.  Because RFFR requires a customised SoA it is critical that the report states that the assessment was performed over the ISMS as described by that customised SoA – with a clear report reference to the SoA by version/ date - and that the report provides information regarding the status of both Annex A- and ISM-sourced applicable controls (particularly applicable controls that support RFFR core expectation areas - see section 4.9).
<b>ISO 27001 certificate or DESE ISMS Scheme certificate</b>	Issued after the Provider has demonstrated plans to address any non-conformances identified in the stage 2 report and the independent assessor has recommended the Provider for certification. The DESE ISMS Scheme certificate is an adaptation of the ISO 27001 certificate designed to demonstrate that RFFR requirements have been met.
<b>ISMS Self-Assessment report</b>	For Category 2A Providers only, the self-assessment report is the Department’s source of assurance that the ISMS described by the Provider’s SoA has been designed (for Milestone 2) and implemented (for Milestone 3) in accordance with ISO 27001 and RFFR requirements.  It is critical that the self-assessment report be signed off by a person/s with appropriate authority to make declarations on behalf of the Provider, that it

Submission Document	Description
	attest to the Provider’s ISMS conformance with ISO 27001 requirements, and (for Milestone 3) that it attest to the implementation status of controls identified as applicable in the Provider’s SoA. A template self-assessment report is available from the Department.
<b>Management Assertion Letter</b>	For Category 2B Providers only, the Management Assertion Letter is the Department’s source of assurance that the Provider represents minimal risk and has implemented security controls that respond to relevant security objectives. The letter covers a description of the Provider’s systems and controls, attests that the description is accurate and that the described controls are appropriate to meet specific security objectives.

### 4.7.3. Considerations for accreditation commencement

Table 4-G provides guidance to Category 1, 2A and 2B Providers on areas of focus to consider before commencing the RFFR accreditation process.

**Table 4-G: Considerations for accreditation commencement**

Area	Description
<b>Sponsor</b>	Identify a sponsor within the organisation to support the RFFR certification process. The sponsor will help guide and support the accreditation process, including ensuring that appropriate resources are available to complete RFFR accreditation.
<b>Scope</b>	Determine the scope of the ISMS. Consider the organisational context and business activities performed at each site, stakeholders and their needs, physical boundaries, legal and contractual requirements, and logical boundaries (systems and data). The scope should communicate key aspects of the Provider’s business, the importance of security and state what the ISMS will be protecting.
<b>Gap Analysis</b>	Before the Milestone 2 submission, Providers should perform an initial review and gap assessment to identify areas of current conformance with ISO 27001 and areas requiring future focus. The gap assessment should also identify if the Provider already has some applicable controls in place and which require action to implement. As a management review of the ISMS, this assessment is itself a requirement of ISO 27001. Performing the gap assessment prior to Milestone 2 will ensure time to address non-conformances and to plan improvements before the Provider’s final submission.
<b>Certifying Assessment Body</b>	For Category 1 Providers (or other Providers who see benefit in obtaining an industry certification), identify a suitable Certifying Assessment Body (CAB) to work with your organisation to provide the independent assessments required under the ISO 27001 requirements (see 4.7.4 below).

#### 4.7.4. Certifying Assessment Bodies

To seek certification under the RFFR program, the Department requires Category 1 Providers to be independently certified by a CAB/assessor. Providers are required to engage a CAB that is accredited or otherwise recognised by JAS-ANZ to issue ISO 27001 or DESE ISMS Scheme assessment reports and certificates in Australia.

JAS-ANZ is the accreditation authority for CABs in Australia and New Zealand. A list of certifiers who can issue an ISO 27001 or DESE ISMS Scheme assessment reports and certificates can be found at [JAS-ANZ's website](#).

Category 2 Providers are not required to be independently certified by a CAB auditor. Category 2A Providers can self-assess and declare their conformance with ISO 27001 and the implementation status of applicable controls. Category 2B providers can provide a description of their business, systems and information and attest to their implementation of required security controls in the form of a management assertion letter.

#### 4.8. Accreditation maintenance

During the lifespan of their Employment Deed/s, Providers are required to maintain their RFFR accreditation status through annual reporting (each financial year) and surveillance audits to ensure compliance to the standards (see [Table 4-H](#) below). Providers with an existing accreditation will need to complete the annual and 3 yearly audits based on the dates when the accreditation was granted.

If, at any time during the accreditation maintenance period, a change to a Provider's or Subcontractor's circumstances alters the risk profile of the organisation, the Department will reassess the Provider's accreditation status. This includes when the Provider or Subcontractor:

- enters a new Deed with the Department
- changes its subcontracting arrangements (from one Subcontractor to another, or introduces a new Subcontractor)
- changes its Third Party IT Vendors who are supporting their IT environments
- has a change in classification from Category 2 to Category 1

The Provider must notify the Department within 5 Business Days of a change in circumstance.

ISM controls are regularly added and changed. Providers should regularly review these to consider whether the controls are applicable to their business and whether any of the controls should form part of their accredited ISMS. The SoA should be regularly revised to demonstrate the Provider's consideration of new or changed ISM controls. Where a new or changed control is determined to be applicable but has not been fully implemented by the time of the Provider's annual submission, Providers should ensure their SoA also includes details of their planned actions to address these matters and an expected completion date for each.

[Table 4-H](#) details the requirements for Providers to maintain their accreditation once accreditation has been granted. Note the timing of the annual and 3 yearly audits applies from the date of accreditation.

**Table 4-H: Ongoing accreditation requirements**

Accreditation type	Annually	Every 3 years
<b>Certified ISMS (Category 1 Providers)</b>	<ul style="list-style-type: none"> <li>Surveillance audit by CAB covering the Provider’s updated SoA</li> </ul>	<ul style="list-style-type: none"> <li>Recertification by CAB</li> <li>Reaccreditation by DESE</li> </ul>
<b>Self-assessed ISMS (Category 2A Providers)</b>	<ul style="list-style-type: none"> <li>Self-assessment report (incl. description of changes since last report) covering the Provider’s updated SoA</li> <li>DESE determines whether need to upscale to a Certified ISMS</li> </ul>	<ul style="list-style-type: none"> <li>Self-assessment report</li> <li>Reaccreditation by DESE</li> </ul>
<b>Management attestation  (Category 2B Providers)</b>	<ul style="list-style-type: none"> <li>Annual attestation &amp; description (incl. description of changes since last attestation)</li> <li>DESE determines whether need to upscale to a self-assessed ISMS</li> </ul>	<ul style="list-style-type: none"> <li>Attestation &amp; description</li> <li>Reaccreditation by DESE</li> </ul>

#### 4.9. Core expectations of Providers under the RFFR

Providers must, as a minimum, implement and manage the following core expectations to maintain and enhance their security posture:

- [Personnel security](#) - implement security control measures including mature Personnel onboarding practices.
- [Physical security](#) - implement appropriate physical security measures over IT equipment and storage media.
- [Essential Eight](#) - identify a target level of maturity in each of the Essential Eight cyber security strategies published by the Australian Cyber Security Centre, develop a plan to achieve target maturity, and achieve a base level maturity in the first instance.

Providers should implement controls for:

- **Information Security Monitoring** – to manage vulnerabilities in their IT systems, and to manage changes to their IT systems.
- **Incident management** – designed to detect and respond to cyber security incidents, to report incidents internally and to external stakeholders (including the Department) as appropriate, and to keep appropriate Records of security incidents. As a key element of security incident detection, Providers should implement controls to log security-related events occurring in their IT systems and to audit these logs on a regular basis.
- **Restricted access controls** – to enable strong user identification and authentication practices for privileged accounts, user accounts, and service accounts.

Providers should implement security controls that are responsive to:

- **Specific Deed obligations** - such as data sovereignty
- Specific or unique Provider security risks
- **Continual improvement** - Commit to continual improvement as Cyber risks change and develop

Providers are expected to demonstrate their responses to these core expectations through the submission of documentation at each RFFR milestone as detailed.

#### **4.9.1. RFFR Core Expectations: Personnel security**

As part of processes to bring new people into the organisation, Providers must

- identify the individual and positively confirm the individual's identity
- verify the competency of the individual by verifying qualifications, certifications and experience provided on their CV
- obtain a satisfactory police check for the individual
- satisfactorily complete Working with Vulnerable People checks as required by individual states / territories
- confirm the individual has a valid right to work in Australia – a person who is not an Australian citizen must hold appropriate work entitlements
- verify that the individual has successfully completed initial and ongoing security awareness training programs with content and timing tailored to their role
- execute employment contracts which state that responsibilities for information security and non-disclosure requirements continue post termination
- implement higher levels of assurance for individuals that have privileged or administrative level access. The additional Personnel expectations include that individuals must be Australian citizens or permanent residents to give them sufficient connection with Australia and be willing and able to undertake a suitability background check.

#### **4.9.2. RFFR Core Expectations: Physical security**

Providers are required to implement physical security measures that minimise the risk of information and physical assets being:

- made inoperable or inaccessible, or
- accessed, used or removed without appropriate authorisation.

All Providers are expected to meet physical security expectations. Permanent facilities are to be commercial-grade facilities located within Australia. A facility is any physical space where business is performed to support the provision of government services. For example, a facility can be a building, a floor of a building or a designated space on the floor of a building. Providers allowing staff to work from home need to consider how the home environment can be configured to protect staff, program data and IT physical assets in the same manner as in the office environment. Personnel are to be aware of their environment when they transport or store their devices, and when they use mobile devices to access and communicate program data, especially in public areas. In such locations Personnel are to take extra care to ensure conversations are not overheard and data is not observed.

#### **4.9.3. Essential Eight cyber security strategies**

The Australian Cyber Security Centre (ACSC) has developed the Essential Eight strategies to mitigate cyber security threats.

Providers must determine a target maturity level for the Essential Eight cyber security strategies that reflects the organisation's risk profile, and develop plans to achieve target levels over time. The

Department requires that Providers initially implement controls supporting the Essential Eight cyber security strategies to achieve Maturity Level One on the [ACSC's published maturity model](#).

Detailed implementation guidance is also available from the [ACSC's website](#).

**Table 4-I: Essential Eight cyber security strategies**

Control	Description
<b>Application Control</b>	to control the execution of unauthorised software. This prevents unknown and potentially malicious programs executing in your environment.
<b>Patch Applications</b>	to remediate known security vulnerabilities in application software. Security vulnerabilities in applications can be used to execute malicious code. Using the latest version of applications and promptly applying patches when vulnerabilities have been identified will keep your environment robust.
<b>Configure Microsoft Office macro settings</b>	to block untrusted macros. Microsoft Office macros can be used to deliver and execute malicious code. This strategy will only allow macros from trusted locations with limited write access, or those digitally signed with a trusted certificate, to run.
<b>Application Hardening</b>	to protect against vulnerable functionality. Flash, ads and Java on the internet are popular ways to deliver and execute malicious code. This strategy requires the removal of unneeded features in Microsoft Office, web browsers and PDF viewers.
<b>Restrict Administrative Privileges</b>	to limit powerful access to systems. The access required by administrator accounts means they hold the keys to your IT kingdom. When compromised, adversaries use these accounts to gain full access to information and systems and move around Provider networks. Reduce this risk by minimising the number of these accounts and the level of privileges assigned to each account. Do not allow these accounts to be used to read email or web browsing.
<b>Patch Operating Systems</b>	to remediate known security vulnerabilities. Security vulnerabilities in operating systems can be used to further the compromise of systems. Do not use unsupported versions. Using the latest version of operating systems and promptly applying patches when vulnerabilities have been identified will limit the extent of cyber security incidents.
<b>Multi-Factor Authentication</b>	to protect against user accounts being inappropriately accessed. Stronger user authentication makes it harder for adversaries to access information and systems. This is particularly important when users perform higher risk activities such as gaining access remotely, performing administrative functions or when accessing sensitive data. Providers should note that multiple password challenges in series do not constitute multi-factor authentication (MFA) – MFA requires a combination of 2 or more factors made up of secret information (such as an ID/password combination); data uniquely bound to a physical device (such as an authenticator app on a registered smartphone or a one-time SMS code), and data uniquely bound to a physical person (a biometric measure such as facial recognition or a fingerprint).



Control	Description
<b>Regular Backups</b>	to maintain the availability of critical data and systems. This strategy assists with accessing information following a cyber security incident. Backups of data, software and configuration settings, stored disconnected from your main environment, can be used to recover from an incident. Regular testing of backups ensure it can be recovered, and that all critical data is covered by the backup regimen.

## 4.10. General requirements

### 4.10.1. Security Contact

Providers are required to nominate one or more Security Contact officers who will act as point of contact during the term of their Employment Deed. Providers are required to ensure that the contact information for Security Contact officers remains current and if there is a relevant change of Personnel that Providers update the Department within 5 Business Days of the change.

### 4.10.2. Subcontractor and Third Party IT Vendor requirements

Providers are responsible for ensuring that any Subcontractors used in the provision of the Services and any Third Party IT Vendors supporting the Provider's Services also comply with the security, privacy and data sovereignty requirements of their Employment Deed.

The Provider must:

- ensure that its Subcontractors successfully complete the required Personnel vetting processes, and bear any costs associated with doing so.
- ensure that its Subcontractors and its Third Party IT Vendors are aware of, and comply with, the same security requirements that are placed on the Provider by the Department. This includes consideration and implementation of ISM OFFICIAL controls that are relevant to the scope of services provided by the Subcontractor or Third Party IT service provider.

### 4.10.3. Access and information security assurance for External IT Systems

Providers (including any Subcontractors) who use an External IT System in association with the delivery of the Services must ensure that any External IT System used:

- does not negatively impact the performance, availability or data integrity of the Department's IT Systems
- does not breach Employment Deed requirements relating to security, privacy and data sovereignty
- meets the relevant requirements of the ESAF
- does not introduce or permit the introduction of Malicious Code into the Department's IT Systems
- has secure log ons for each operator such that each operator's logon is uniquely identifiable to the Department and entries are traceable, and have date and time stamps, and
- does not default answers to questions or input fields where the Department's IT Systems has no default setting

- is not used to Access the Department's IT Systems without the Department's written approval.

#### 4.10.4. Cloud Services Providers

In November 2021, the Digital Transformation Agency (DTA) released the Hosting Certification Framework. This Framework states that all information defined as government information must be hosted with the appropriate level of privacy, sovereignty and security controls.

The DTA maintains a list of [Certified Cloud Hosting Services](#). The Department will provide advice to Providers on what this will mean towards achieving RFFR accreditation. However, it is important to note that Providers remain responsible for protecting the confidentiality, integrity, and availability of data through their own assurance and risk management activities.

#### 4.10.5. Breaches of security requirements

Where the Department considers that the Provider has breached their Employment Deed, including RFFR or security requirements, or there is a risk of such a breach, the Department may immediately suspend Access, or require the Provider to cease all Access, to the Department's IT Systems. Where the Department determines that the Provider is in breach of, or has previously breached, relevant requirements, the Department may immediately take action including any one or more of the following:

- suspending, terminating, or requiring the cessation of all access to the Department's IT Systems for any Provider Personnel, Subcontractor, Third Party IT Vendor, External IT System or the Provider;
- requiring the Provider to obtain new logon IDs for any Provider Personnel, Subcontractor or Third Party IT Vendor and, if so required, the Provider must promptly obtain such new logons; or
- requiring the Provider to prepare and implement an IT security plan to the Department's satisfaction, and if so required, the Provider must do so within the timeframe required by the Department.

## Chapter 5. Servicing Participants with Challenging Behaviours

### 5.1. Chapter Overview

This Chapter provides information for Providers on recognising and managing challenging behaviour. It includes information on how to continue servicing Participants with challenging behaviours so that they can remain connected with Services and (where applicable) meet their Mutual Obligation Requirements, while limiting risks to the safety of Provider staff, Participants and property.

All Providers are responsible for ensuring people's safety on their premises and that the Services they deliver are carried out safely. Providers should adapt the strategies that are outlined in this Chapter to suit their own circumstances. This Chapter supplements, and does not replace, Provider internal operational policies and procedures. Providers are responsible for informing themselves of their relevant legal and Deed obligations, including relevant Work Health and Safety (WHS) and Privacy Laws, and ensuring compliance with these obligations.

This Chapter provides guidance on [Recognising challenging behaviour](#) and on [Managing a challenging behaviour incident](#).

The [Incident reporting](#) and [post-incident servicing](#) sections provides guidance on servicing strategies for Participants with challenging behaviour. This includes incident notification requirements, Job Seeker Incident Reporting and Managed Service Plans (MSPs) for Participants with challenging behaviours.

This Chapter does not cover WHS incidents. WHS incidents must be reported in accordance with Deed requirements.

### 5.2. Recognising challenging behaviour

Challenging behaviour is any behaviour that a reasonable person would consider unacceptable or hostile and that creates an intimidating, frightening, threatening, offensive or physically dangerous situation in the workplace or other location.

Challenging behaviours may include but are not limited to:

- physical violence against any person—for example, hitting, kicking, punching, spitting on or throwing objects at a person
- acting in a way that would cause a person to have a reasonable belief that assault was intended
- adopting a physical position or state and/or producing an object that a reasonable person would consider constitutes a serious and/or imminent threat of physical violence
- oral or written (for example, email or communication through social media) threats, abuse or harassment, inappropriate touching or stalking of staff members or other Participants
- damaging, defacing or destroying property intentionally or through inappropriate and aggressive behaviour such as throwing objects or punching and kicking property

- theft of property, illicit drug taking on the Provider's premises, use of the Provider's equipment and/or property for illegal purposes
- swearing, making offensive noises or gestures, inappropriate or suggestive comments, vilification
- causing injury to oneself—for example, cutting or indications of suicide or self-harm
- any other behaviour that is deemed inappropriate and warrants an incident being recorded.

A Participant may demonstrate challenging behaviour through digital interactions (including over the phone, email and/or social media), written communication and/or face-to-face interactions (for example at the Provider's office or while attending training, courses, work placements or internships).

### **5.3. Managing a challenging behaviour incident**

The Department views the safety of Provider staff and Participants as a priority and acknowledges that Providers have a wide variety of expertise and arrangements in place to address safety concerns and challenging behaviours.

Providers are responsible for ensuring people's safety on their premises and that the Services they deliver are carried out safely. Where challenging behaviour is observed, Providers should consider whether police involvement is required and are encouraged to contact police if they believe it is necessary.

#### **5.3.1. General considerations**

Strategies may differ between Providers and their sites. Participants' circumstances differ and there may be a range of factors that contribute to incidents of challenging behaviour and the most appropriate strategy for the management of that behaviour.

When Providers are dealing with a case of challenging behaviour, they may wish to discuss the Participant's behaviour with them. Participants have the right to ask questions and appropriately outline their views on their entitlements and servicing. As long as they are not being abusive or using offensive language, Participants should not be considered as demonstrating challenging behaviours in these situations.

Participants bringing children to appointments or activities, including under the ParentsNext program, are responsible for the behaviour of their children.

Where a Participant demonstrates challenging behaviour while participating in an activity, the Provider should take any appropriate action in accordance with the situation (for example, site closure) and their Deed and WHS Laws. They should also discuss with the Referring Provider, or the Digital Services Contact Centre (the DSCC) in the case of Workforce Australia Online Participants, prior to exiting the Participant from the course.

#### **5.3.2. Information sharing between Providers and Services Australia**

It is important that Providers make connections with their local Services Australia offices and build effective working relationships to facilitate information sharing, including incident notifications, having regard to the [Privacy Chapter](#). Providers should contact their Provider Lead if support is required to engage with Services Australia.

### 5.3.3. Immediate notification requirement

Where an incident has occurred and the Provider has reason to believe that the Participant who is displaying threatening, aggressive or violent behaviour poses a serious threat to the life, health or safety of an individual, the Provider should immediately contact the police and advise them of the situation, noting Public Interest Certificate (PIC)/Class PIC requirements (see [Use and disclosure of Protected Information](#)).

### Notifying Services Australia

Given the shared interaction of Participants with Workforce Australia and Services Australia, where a Participant has made threats towards Services Australia staff, it is essential that information on these threats is escalated to keep staff and other Services Australia customers safe. In the first instance, the Provider should attempt to call the Services Australia Service Centre (the office closest to the Provider's location or the location of a threat) to advise of the risk. If the Provider is unable to contact the local Services Australia Office or is not sure who to call, they should phone the Services Australia Security Hotline on 1800 046 021. This hotline is managed by Services Australia Regional Security Advisers and is operational nationally between 7.00 am and 7.00 pm Monday to Friday. The Regional Security Advisers will ensure that the issue is escalated appropriately.

In the event of an emergency call 000.

### 5.3.4. Temporary Site closures

Where Providers experience incidents involving Participants with violent, aggressive or threatening behaviours, they may elect to temporarily close the affected Site until the situation is resolved or until they are satisfied that the threat no longer exists.

The duration of closures will be determined on a case-by-case basis. Where Sites are closed for an extended period, with interruptions to a Provider's ability to service Participants, alternative servicing arrangements may be required.

A Site should generally be closed if Providers consider that there is an ongoing risk to the health and safety of staff or visitors to the Site.

Where Site/s are closed with interruption to servicing Participants, at a minimum, Providers must:

- notify their Provider Lead as soon as practical, and on the same day, following the decision to temporarily close a Site. This initial notification may be either over the phone or by email – this notification must include program/services affected, site code and reason for closure.
- within 24 hours, provide formal written advice (i.e. email) to the Provider Lead of the closure, including details of affected programs/services, site code, reason for closure, any alternative servicing arrangements that have been put in place and an estimation of when the Site/s will reopen
- provide ongoing advice to their Provider Lead regarding the situation, including estimations of when Site/s will reopen, and any mitigation strategies that have been required, and
- advise their local Services Australia office as soon as possible after the incident if the Provider believes there is a threat to Services Australia, otherwise inform them within 24 hours of the of the temporary Site closure. If Services Australia has been notified, provide the Department with details of this notification.

### 5.3.5. Disclosing personal and sensitive information

Providers are responsible for ensuring they are aware of and comply with their legal obligations for the handling, use and disclosure of personal and sensitive information.

For information on disclosing personal information and Protected Information refer to the [APP 6: Use and Disclosure of Personal Information](#) section of the [Privacy Chapter](#).

For information on disclosure of Protected Information under the Social Security Administration - Class of Cases - Public Interest Certificate (No. 1) 2022 (Class PIC), including who can disclose information under the Class PIC and when information can be disclosed under the Class PIC refer to the [Public Interest Certificates](#) section of the [Privacy Chapter](#).

## 5.4. Incident reporting

The following challenging behaviour incident reporting arrangements have been established for Providers delivering the following programs:

- Workforce Australia Services
- Workforce Australia - Transition to Work Services
- Workforce Australia - Career Transition Assistance
- Workforce Australia - Employability Skills Training
- Harvest Trail Services
- Self-Employment Assistance
- ParentsNext
- Workforce Specialists
- Norfolk Island
- Yarrabah Employment Services

### 5.4.1. Completing an incident management plan

It is the Provider's responsibility to have an incident management plan in place that outlines its approach to managing situations where Participants display challenging behaviours, or where Provider staff identify that a situation has the potential to result in this behaviour.

### 5.4.2. Incident reporting

The purpose of the Incident reporting arrangements is to have a written record of incidents involving challenging behaviour to inform Provider and Services Australia frontline staff of the potential for further incidents, support compliance measures where appropriate and assist Providers to manage the safety of their staff.

The arrangements are designed to make Participants' experiences more consistent across both the Department and Services Australia by aligning processes and terminology for managing challenging behaviour with those used by Services Australia. This is achieved through the use of:

- an **Incident Severity Matrix** – an automated process which assigns a severity level to an incident. The matrix removes subjectivity when determining the severity of an incident based on key information about the incident. The matrix considers the importance of all

incidents being considered in the context of ‘organisational tolerance’ not ‘personal tolerance’ and;

- **Managed Service Plans (MSPs)** – replacing the previous Case Management Plans (CMPs) and Restricted Servicing Arrangements (RSAs).



Providers must complete a Job Seeker Incident Report for all incidents where a Participant exhibits challenging behaviour, including where it has resulted in a Site closure, in the incident report screen in the Department’s IT Systems (see the [Completing a Job Seeker Incident Report section](#)).

### 5.4.3. Completing a Job Seeker Incident Report

Completing a Job Seeker Incident Report ensures all staff are informed about the history of a Participant’s challenging behaviour and potential for further incidents. The Job Seeker Incident Report also assists with determining appropriate future servicing arrangements. Accurate recording of incidents ensures that, if the Participant is transferred to another Site or Provider, the receiving Site or Provider is aware of the challenging behaviour/s and can arrange to service the Participant accordingly.

A challenging behaviour incident may also be considered a WHS incident. In these cases, the Provider may need to submit a Job Seeker Incident Report and also Notify the Department of the WHS incident in accordance with Deed requirements.

When creating a Job Seeker Incident Report, Providers should consider that under the FOI Act, a person has the right (with limited exceptions) to access their personal information or documents held by the Department or Providers.

Providers should ensure that, when creating a Job Seeker Incident Report, all records are factual, comprehensive, free from jargon and do not include unnecessary or inappropriate commentary.

Records created by the Department or Providers may also be released as part of Court proceedings

The tables below outline descriptions for the terminology used for the purpose of reporting incidents in the Department’s IT Systems:

**Table 5-A: Challenging Behaviour Incident Reporting Terminology - Types of Incidents**

Type	Behaviour or action displayed during the incident
<b>Assault – no weapon</b>	Actual or attempted physical attack: <ul style="list-style-type: none"> <li>• strike</li> <li>• touch or</li> <li>• applies force</li> <li>• without a weapon, either directly or indirectly upon a person.</li> </ul>
<b>Assault – weapon</b>	Actual or attempted physical attack <ul style="list-style-type: none"> <li>• strike</li> <li>• touch or</li> <li>• applies force</li> </ul>

Type	Behaviour or action displayed during the incident
	<ul style="list-style-type: none"> <li>with a weapon, either directly or indirectly upon a person.</li> </ul>
<b>Health and Safety</b>	<p>Any event where the person requires first aid or medical attention due to:</p> <ul style="list-style-type: none"> <li>physical or psychological injury</li> <li>stress reaction</li> <li>illness</li> <li>disease</li> <li>or exposure</li> </ul>
<b>Self-Harm</b>	Any incident where a person causes or indicates deliberate injury to themselves
<b>Property</b>	Any incident where a person causes property damage to furniture or office equipment within the Site
<b>Abuse</b>	<p>The use of language:</p> <ul style="list-style-type: none"> <li>to insult or cause offence</li> <li>including racially or religiously motivated abuse</li> </ul>
<b>Behaviour</b>	<p>Any incident where a customer acts in a counterproductive manner, including:</p> <ul style="list-style-type: none"> <li>offensive language</li> <li>gestures</li> <li>refusal to leave or disruptive on premises</li> <li>excessive contacts</li> <li>intimidation/coercion</li> <li>harassment and stalking</li> </ul>


**Table 5-B: Challenging Behaviour Incident Reporting Terminology - Nature of Incident**

Nature of Incident	Description
<b>Actual</b>	Where there is a factual occurrence
<b>Threat – Provider</b>	Expression of the intention to do something to the Provider
<b>Threat - Other</b>	Expression of the intention to do something to an ‘other’ person/organisation




**Table 5-C: Challenging Behaviour Incident Reporting Terminology - Incident Impact**

Impact	Description
<b>Impact Provider staff (with injury)</b>	Where the Provider staff was physically or psychologically injured
<b>Impact Provider other (with injury)</b>	Where an 'other' person/organisation was physically or psychologically injured
<b>Non-compliance with restriction</b>	Breach of existing service channel restrictions applied under an MSP
<b>Site Closure</b>	Where the incident warranted a Temporary Site Closure
<b>None of the above</b>	Other impacts not specified above

 Providers must record a Job Seeker Incident Report in the incident report screen in the Department's IT Systems where a Participant exhibits challenging behaviour. Incidents should be recorded on the day the incident occurred or as soon as possible and within 24 hours.


Where it is not possible for the staff member who witnessed the incident to complete the Job Seeker Incident Report, another staff member should do so on their behalf.

The Department's IT Systems allows a Job Seeker Incident Report to be backdated up to 14 calendar days. If Providers are unable to record an incident in the Department's IT Systems due to technical issues, Providers must notify the Department as soon as possible and create a Job Seeker Incident Report in the Department's IT Systems at the earliest opportunity.

 Based on information recorded in a Job Seeker Incident Report, the Incident Severity Matrix will automatically assign one of 3 severity levels:

- **Low Severity:** An incident or behaviour that is a low risk to the life, health or safety of an individual or to property. The Provider may issue a verbal warning or a warning letter.
- **Moderate Severity:** An incident or behaviour that is a moderate risk to the life, health or safety of an individual or to property. Incident requires follow-up and may require escalation. An MSP should be considered.
- **Serious Severity:** An incident or behaviour that is a serious risk to the life, health or safety of an individual or to property. Incident requires follow-up and must be escalated to the Provider Lead if there is a Temporary Site Closure (see Temporary Site Closures). An MSP, including restrictions on access to services, may be required.

The above incident severity levels are the same for Services Australia and Provider lodged Job Seeker Incident Reports.

 An Incident Report Alert will appear in the top right hand corner of a Participant's record in the Department's IT Systems, where a Job Seeker Incident Report has been recorded against the Participant in the previous 24 months. The alert displays the number of active Job Seeker Incident Reports to provide a visual indicator of potential risk.

Providers can view the number of active Job Seeker Incident Report/s and Services Australia incident reports for a Participant registered with them, under the incident report screen. Providers will be able to view the date of the incident and severity level. A Provider can only view the details of an incident if the incident was recorded by that Provider or a Provider in the same Organisation.

## 5.5. Post-incident servicing

The following challenging behaviour post-incident servicing arrangements have been established for Providers delivering the following programs:

- Workforce Australia Services
- Workforce Australia - Transition to Work Services
- Harvest Trail Services
- Self-Employment Assistance
- ParentsNext
- Norfolk Island
- Yarrabah Employment Services

### 5.5.1. Managed Service Plans (MSPs)

MSPs are plans that Providers can put in place to tailor the way Services are delivered to Participants who display challenging behaviours including by:

- using [Servicing Strategies](#) to assist in addressing any barriers or personal circumstances, contributing to behaviour, and/or
- applying [Service Channel Restrictions](#) to assist in managing the impact of behaviour.

MSPs prioritise the safety of staff and Participants while ensuring Participants stay connected to employment services and, where applicable, are able to meet their Mutual Obligation Requirements.

An MSP can be applied at any time where it is considered by the Provider to be appropriate.

Consideration of the contributing factors/barriers should be explored before Providers consider applying servicing restrictions through an MSP. Examples of factors Providers could consider include:

- any Participant history, for example, a death in the family, carer's responsibilities, mental health issues (past or present), and drug or alcohol dependencies (past or present), and
- whether the Participant has disclosed information or displays/has previously displayed behaviour that may warrant:
  - conducting a Change of Circumstances Reassessment (CoCR) using the Job Seeker Snapshot; or
  - requesting the Participant to conduct a CoCR using the Job Seeker Snapshot.

If the Provider is unable to conduct a CoCR, they should discuss the issue with their Provider Lead.

All MSP arrangements must ensure that the Participant remains connected to employment services to meet their Mutual Obligations Requirements.

The Provider should ensure that the Participant understands the requirements of the MSP arrangements.

Some programs have been designed around more intensive and shorter servicing periods and support for their Participants. Providers should follow the relevant processes for their program.

## Key steps before applying an MSP

Following an incident or change in behaviour, the Provider should, where possible, discuss the Participant's behaviour with them and, where appropriate, warn them of the implications of that behaviour. This will ensure the Participant is given the opportunity to:

- improve their behaviour, and
- disclose any contributing barriers or personal circumstances.



Warnings can be given verbally or in writing. Where a warning is given, it must be recorded on the Participant's record in Department's IT Systems, under the comments screen or in the free text section of the Job Seeker Incident Report where the warning was a result of an incident.

Before the Provider decides whether to apply an MSP, including the timeframe and type of MSP, they should consider:

- the severity of the behaviour and/or incident(s) including any safety concerns the behaviour may raise
- any contributing factors including barriers or personal circumstances
- the time needed to address issues (e.g. a Participant may only require a short 'cooling off' period), and
- the importance of ensuring Participants remain connected to employment services (see [General Considerations](#)).

## Types of MSPs

There are 2 types of MSP:

- **Reactive** – following a challenging behaviour incident (an MSP becomes reactive once it is linked to a Job Seeker Incident Report in the Department's IT Systems).
- **Proactive** – where there has not been an incident but the Provider assesses a change in a Participant's behaviour and has identified barriers or personal circumstances that may increase the risk of an incident. An example of a Proactive MSP might be where a Participant has presented to a Provider Site intoxicated on several occasions, without causing any incident. While an incident has not occurred, the Provider might assess that there is a risk of one occurring in the future and, as such, may put a Proactive MSP in place.

## MSP timeframes

When applying an MSP, Providers should consider a timeframe that is appropriate to the severity of the Participant's behaviour and/or incident(s). For example:

An MSP for a short period, e.g. 1 to 10 Business Days, can be used:

- as an immediate response following an incident to provide a 'cooling off' period, or
- to allow the Provider time to further consider contributing personal factors (see [General Considerations](#)) or any other circumstances on the day e.g. physical environment, staffing etc.
- to allow the Provider time to determine if a longer-term MSP is necessary and communicate with the Participant.

An MSP for a longer period, e.g. 11 Business Days up to 12 months, allows time for the Provider to assist the Participant to address any barriers or personal circumstances, provide support and manage interactions between the Provider and the Participant to ensure the safety of all involved.

## Servicing Strategies

The types of Servicing Strategies used are at the discretion of the Provider and should, where possible, be discussed with the Participant prior to being put in place. This is to ensure strategies are appropriate to the circumstances and proportionate to the behaviour and risk.

Providers can put in place the following Servicing Strategies:

**Table 5-D: Servicing Strategies**

Strategy	Description
<b>Anger Management Counselling</b>	This can include general counselling.
<b>Change of Circumstances Reassessment (CoCR)</b>	A reassessment of a Participant's level of disadvantage, using the Job Seeker Snapshot, which may inform if a Participant requires a Job Capacity Assessment (JCA) or Employment Services Assessment (ESAt).
<b>Financial Planning</b>	Referral to assistance with financial planning.
<b>Housing/Accommodation</b>	Referral for housing/accommodation assistance.
<b>Legal Aid</b>	Referral to legal aid.
<b>Welfare Agency</b>	Referral to a welfare agency including, but not limited to, drug and alcohol counselling, grief counselling, social or community program/course or family relationship counselling.

### Internal referral

As part of the MSP, the Provider should consider whether the Participant would benefit from other internal services they might offer such as counselling. They should also check with the Participant to see if their circumstances have changed and if appropriate, update a Participant's Job Seeker Snapshot or request that the Participant update their Job Seeker Snapshot.

### External referral

As part of the MSP, the Provider should consider whether the Participant would benefit from other external services. This could include referral for an ESAt or JCA to ensure the Participant has been referred to the appropriate employment pathway or referral to a range of services, including but not limited to, counselling services (if not available internally), housing assistance, crisis assistance, drug and alcohol rehabilitation or legal aid.

If the Provider is unable to refer the Participant for an ESAt or JCA, they should discuss this with their Provider Lead.

The Provider should also consider the following factors when determining the Servicing Strategies:

- if a participant indicates that they generally feel better at a particular time of day, reasonable steps should be taken to hold the interview at that time (if practicable)

- an individual could be provided with the opportunity to have a support person (such as a family member or friend) who can attend any interviews
- if the participant makes any other reasonable requests in relation to the conduct of an interview or other communications, reasonable steps should be taken to accommodate those requests, and
- an interview should not continue if the participant becomes particularly distressed.

## Service Channel Restrictions

The partial or full restriction of one or more service channels may assist Providers in managing the impact of challenging behaviours by enabling them to limit a Participant’s contact with them.

**Table 5-E: Channel Restrictions**

Type	Effect
<b>Face-to-face - full restriction</b>	Participant cannot attend, in person, a Site where the Provider delivers services.
<b>Face-to-face - partial restriction</b>	There are limitations on how, when and where the Participant may access face-to-face services. For example, a Participant is directed to attend the Site at a particular time on a particular day.
<b>Telephone - full restriction</b>	Participant cannot contact the Provider by telephone.
<b>Telephone - partial restriction</b>	There are limitations on how and when the Participant can telephone the Provider. For example, a Participant is directed to call <a href="#">One Main Contact</a> only.
<b>Writing - full restriction</b>	Participant cannot contact the Provider through any written or digital channel.
<b>Writing - partial restriction</b>	There are limitations on how the Participant can write to the Provider. For example: <ul style="list-style-type: none"> <li>• the Participant is directed to write to a single specific address, or</li> <li>• the Participant is directed to write to their OMC only.</li> </ul>

At least one channel must be available, either fully or partially, at all times to ensure the Participant remains connected to employment services.

### One Main Contact

As part of the MSP, a Provider may decide to restrict a Participant to OMC within its organisation.

- The OMC should be named in the MSP and the specific details of how the Participant should contact or work with their OMC should be clearly outlined.
- A back up OMC should also be assigned and named in the MSP in the event the primary OMC is unavailable.

## Approval to apply an MSP

All MSPs require approval from a Site Manager of the Provider or equivalent and must be recorded in the Department's IT Systems.

## Advising the Participant of MSP arrangements

Participants must be notified of the Servicing Strategies and Service Channel Restriction/s in writing as soon as possible after the MSP arrangements have been approved. This notification should also advise the Participant that they can request the restriction/s be reviewed at any time.

Participants can be provided a letter:

- in person, if the Participant is on site
- by postal delivery (Providers should consider registered post to ensure that they can confirm that the Participant has received the letter), or
- by email.

An example template of a letter that may be sent to a Participant is [available on the Provider Portal](#).

## Review of MSPs including Participant's request for review/appeal

Participants can have their MSP reviewed at any time or appeal the MSP when it is applied or reviewed. Participants can request a review by their Provider or contact the Department's National Customer Service Line (NCSL) to discuss the servicing arrangements in the MSP.

The Provider should review each MSP regularly (at a minimum, this will be required prior to it expiring) to assess any ongoing risk posed by the Participant. The review should also assess the suitability of transitioning the Participant back to standard service channels.

The Participant should be given the opportunity to participate in the review of the MSP.

As part of the review, the Provider should work through the MSP with the Participant where possible and safe to do so. If an agreement cannot be reached, the Provider should contact its Provider Lead.

If an MSP expires, it will not be automatically renewed and the Participant will no longer have any restrictions in place.

Where necessary, Providers should discuss options with their Provider Lead to either extend the MSP (if there is a continued threat to safety) or transition the Participant off the MSP.

The outcomes of a review may be to:

- end an MSP and return a Participant to standard service channels
- extend an MSP unchanged, or
- vary the MSP arrangements and set a new review date.

Additional reviews of an MSP can be initiated where the Provider sees fit, such as where a Participant's circumstances change or there is a request from the Participant.



The Department's IT Systems automatically populate review date/s depending on the length of the MSP. Providers can amend these dates at any time. A noticeboard message will display when a review is due.

## Breach of MSP arrangements

It is considered a breach when a Participant does not follow the servicing arrangements and service channel restrictions as set out in their MSP.

Where a Participant is in breach of the MSP, the Provider must lodge a Job Seeker Incident Report in the Department's IT Systems.

If the Provider identifies that the Participant was not aware of the MSP or service channel restrictions (i.e. did not receive their letter) this should also be recorded in the Department's IT Systems.



Where a Participant has an MSP in place, an MSP Alert will appear in the top right hand corner of a Participant's record in the Department's IT Systems. The alert displays:

- Service Channels and the level of restrictions, in a traffic light format
- if an OMC is in place, and
- if Servicing Strategies are in place.

Where a Participant repeatedly breaches their MSP and/or continues to be a threat to staff, the Provider should escalate the matter to its Provider Lead. Where necessary, the Provider Lead will refer the case to the relevant team in the National Office of the Department for review and further assistance in managing the behaviour.

## Servicing Participants post MSP

Providers should consider and record in the Participant's MSP how the Participant will be serviced after transitioning back to standard servicing, once the MSP and service channel restrictions have been lifted. Consideration should be given to what ongoing measures will be implemented to ensure improved behaviour by the Participant.

### 5.5.2. Transfers between Providers when a Participant has a Serious Incident and/or Reactive MSP

Participants with a current Provider-lodged Serious Job Seeker Incident Report and/or Reactive MSP seeking a transfer to a different Provider can only be transferred with the involvement of the Department. For more information, Providers should refer to the relevant transfer processes for their program.

## Notification of Transfers

Providers will receive a noticeboard message in the Department's IT Systems where a Participant had a Reactive MSP in place at the time of transfer.




For all transfers where a Serious Job Seeker Incident Report was in place at the time of the transfer the receiving Provider will be notified via email through their Provider Lead.

The transfer reason 'Department Administration Transfer (DAT)' can only be actioned by the Department.

### 5.5.3. Transfers Due to Relationship Failure

If a Provider thinks it cannot maintain a reasonable and constructive servicing relationship with a Participant, they can request that the Participant be transferred to another Provider for servicing. This type of request will require the Provider to demonstrate a genuine attempt to implement post-incident servicing arrangements as outlined in this Chapter. For more information, Providers should refer to the relevant transfer processes for their program.

### 5.5.4. Summary of required Documentary Evidence

-  Providers must use the Incident Report screen in the Department's IT Systems to record all instances where a Participant exhibits challenging behaviours.
-  Any warnings given to a Participant must be recorded on the comments screen on the Participant's record in the Department's IT Systems.
-  Providers must record all MSP arrangements and restriction/s that are put in place in the MSP screen on the Participant's record in the Department's IT Systems.





# Workforce Australia Guidelines

## Part B: Workforce Australia Services

### Disclaimer

This Guideline is not a stand-alone document and does not contain the entirety of Provider obligations. It must be read in conjunction with the Workforce Australia Services Deed of Standing Offer 2022-2028 (the **Deed**), including any relevant Guidelines and reference material issued by Department of Employment and Workplace Relations under or in connection with the Deed.

This Guideline is not legal advice and the Commonwealth accepts no liability for any action purportedly taken in reliance upon it and assumes no responsibility for the delivery of the Services. This Guideline does not reduce the obligation of Providers to comply with their relevant legal obligations and, to the extent that this Guideline is inconsistent with obligations under the Privacy Act, Social Security Law, the WHS Laws or any other legislation or laws relevant to the respective jurisdictions in which Providers operate, the relevant legislation or laws will prevail.

### Version History

**Version 1.5**

**Published on:** 13 December 2022

**Effective from:** 1 January 2023

In this version of the Guideline, the following Chapters have been updated, including to give effect to the cessation of PaTH Internships and the National Work Experience Program:

- Eligibility and Referral
- Commencements, Transfers, Suspensions and Exits
- Provider Payments and Vacancies, including in relation to documentary evidence requirements
- Wage Subsidies
- Structural Adjustments
- Job Plan and Mutual Obligations Requirements, including changes to Points Target calculation
- Activity Management
- Employability Skills Training, including changes to course fee requirements
- Career Transition Assistance

- Work for the Dole, and
- Quality Assurance Framework

A full version history of this Guideline can be found on the [Archived Guidelines page on the Provider Portal](#).

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# Guideline Interpretation and Glossary

## Reading Notes

In this Guideline, 'must' means that compliance is mandatory and 'should' means that compliance represents best practice for Providers and is expected by the Department.

While reading this document, please note the following Icons and their meaning:

-  This icon represents 'System Steps' – information contained under this dot point will relate to usage of the Department's IT Systems.
-  This icon represents 'Work, Health and Safety Steps' – information contained under this dot point will relate to matters of Work, Health and Safety.
-  This icon represents 'Documentary Evidence' – information contained under this dot point will relate to matters of Documentary Evidence.

## Glossary

All capitalised terms in this Guideline have the same meaning as in the Deed unless otherwise defined below.

**'4 Week Employment Outcome'** means an Employment Outcome achieved over a 4 Week Period.

**'12 Week Employment Outcome'** means an Employment Outcome achieved over a 12 Week Period

**'25 Plus Course'** means an EST Course (delivered as either a Training Block 1 Course or a Training Block 2 Course) provided to EST Eligible Participants aged 25 years and older.

**'26 Week Employment Outcome'** means an Employment Outcome achieved over a 26 Week Period

**'All Ages Course'** means an EST Course (delivered as either a Training Block 1 Course or a Training Block 2 Course) provided to EST Eligible Participants aged 15 years and older.

**'Arranging Provider'** means a Workforce Australia Employment Services Provider that has the Host Organisation Agreement with the Host Organisation for a Work for the Dole activity.

**'Approved Program of Work Supplement'** or **'APWS'** means a fortnightly payment of \$20.80 by Services Australia to Participants in Work for the Dole.

**'Certification Audit'** is the initial audit that is conducted when a Provider is seeking to gain Quality Standards and/or QAF Certification to provide a measure of the quality systems and processes in place to deliver Services.

**'Close out'** means that all non-conforming Practice Requirements constituting the Minor or Major Non-conformance are corrected.

**'Community Support Project'** or **'CSP'** means a Work for the Dole activity that will contribute to recovery efforts following a disaster, or to assist with nationally significant projects at a local level that have been identified as providing a social, economic, environmental, cultural, and/or heritage benefit to the Australian community.

**'Continuous Supervision'** means that a Participant must be with or alongside the Supervisor or within the Supervisor's line of sight at all times while undertaking the Activity.

**'Conformity Assessment Body'** or **'CAB'** is a company responsible for carrying out conformity assessment activities (audits) in accordance with standards and industry regulations. Also known as a Quality Auditor.

**'Corrective Action Plan'** or **'CAP'** means the documented corrective actions required for all identified non-conformances.

**'Downgraded'** means enough non-conforming Practice Requirements have been corrected so that the conditions for a Major Non-conformance are no longer met.

**'Early Access'** provides retrenched workers and their partners, who are not in receipt of Income Support or eligible for Structural Adjustment Program assistance, with early access to employment services.

**'Employer Visit'** means, as applicable:

- an 'Inbound Employer Visit' - a visit by an Employer to the premises of a CTA or an EST Provider, or
- an 'Outbound Employer Visit' - a visit by Participants to an Employer's premises, arranged by the CTA Provider

for the purpose of providing Participants with an insight into the tasks and duties of a particular occupation or industry.

**'Extraordinary Audit'** means undertaking an additional Quality Principles Audit if directed by the Department.

**'Family Member'** means, in relation to a particular individual (such as a Participant or an Employer):

- (a) any spouse, de facto partner, child, parent, grandparent, grandchild or sibling, including where any of these are adopted relations, of the particular individual;
- (b) any child, parent, grandparent, grandchild or sibling, including where any of these are adopted relations, of the spouse or de facto partner of the particular individual; or
- (c) any in-law of any individual referred to in paragraph (a) or (b) above, including any in-law of the particular individual.

**'Full-Time Study'** has the same meaning as the definition of full-time study (for tertiary students and secondary students) within the Social Security Guide.

**'Generalist Course'** means a Training Block 2 Course which provides EST Participants with training in relation to a mix of industries and occupations that address the needs of a broad range of Employers, in accordance with any Guidelines. A Generalist Course may be a Youth Course or 25 Plus Course.

**'Harvest Area'** means an area comprising of one or more SA2 geographical regions (defined by the Australian Bureau of Statistics) from which HTS is delivered.

**'Harvest Employer'** means an entity:

- (a) whose business undertakes Harvest Work within a Harvest Area; and
- (b) that has the legal capacity to enter into a contract of employment with an eligible Harvest Worker.

**'Incident'** means:

- an unplanned, accidental or deliberate event or happening resulting in personal injury (physical or mental), illness or damage to equipment, property, plant, site or building;
- an event or happening that had the potential to result in personal injury (physical or mental), illness or damage to equipment, property, plant, site or building;
- unacceptable or hostile behaviour that could result in legal proceedings or potential personal injury (physical or mental), illness or damage to equipment, property, plant, site or building.

**'ISO 9001'** means the internationally recognised standard that promotes a quality management system as an integral part of an organisation's operations.

**'Key Performance Measure'** or **'KPM'** means the measures that underpin the 7 Quality Principles.

**'Labour Hire Organisation'** means an organisation which engages workers and assigns these workers to perform work for client organisations, including organisations that may be referred to as 'on-hire organisations' or 'contract recruitment agencies'.

**'Learning Outcomes'** means, in respect of an EST Course, the specifications of knowledge and skills expected to be attained by a Participant as a result of their participation in the EST Course.

**'National Standards for Disability Services'** or **'NSDS'** means the disability employment standards which underpin the Quality Strategy for Disability Employment.

**'Non-arranging Provider'** means a Workforce Australia Employment Services Provider which has a Participant in a Work for the Dole activity for which they are not the arranging Provider.

**'Non-Government Program'** means work-focused programs or vocational interventions approved by the Department and identified as such on the Provider Portal.

**'Pay Slip Verified Outcome'** means an Employment Outcome where the Participant's earnings or hours worked have been verified by the Provider uploading Documentary Evidence to the Department's IT Systems.

**'Personal Handover Meeting'** means an individual meeting between the Provider, the Participant and the CTA Provider which takes place within 5 Business Days after completion of the Participant's CTA Course.

**'Practice Requirement'** provides the detailed areas of assessment within the KPM.

**'Pre-Training Assessment'** or **'PTA'** means an assessment conducted by the SEE Provider to determine the Participant's capability levels against the Australian Core Skills Framework and their capacity to benefit from the SEE program.

**'Pre-release Prisoner'** means a Participant as defined in the Workforce Australia Deed, who meets the eligibility criteria for a Pre-release Prisoner as described in the Guidelines.

**'Principal Carer Parent'** means the definition of principal carer as set out in the Social Security Guide.

**'Private homes'** means places of residence where individuals currently reside and the 'grounds' to which a private home is attached. This may include entry into an apartment, unit, house or boarding

facility, or grounds such as courtyards, gardens or balconies that are attached to the main dwelling and privately occupied.

**'Private property'** means privately owned land or privately owned or occupied estate or house acreage. It may also encompass private homes or grounds.

**'Progress Payment Period'** means a period during which a Participant may meet the requirements for a Progress Payment to be payable. A Progress Payment Period is 730 Period of Service days long. Following completion of a Progress Payment Period, a new Progress Payment Period begins, and a further Progress Payment may be claimed if the requirements specified in this Guideline have been met.

**'Project Overhead Costs'** means the costs directly associated with the establishment and running of a Work for the Dole Project, as detailed in the Deed.

**'QAF Evidence Requirement'** means the minimum evidentiary requirements to demonstrate conformance with the KPM.

**'Recertification Audit'** is conducted every 3 years to maintain QAF Certification.

**'Services Australia Fortnight'** means the fortnightly periods that align with the fortnight for which a Participant has reported earnings and income to Services Australia.

**'Specialist Course'** means a Training Block 2 Course which provides EST Participants with training in the context of a particular industry's or industries' work environment (e.g. retail, hospitality, construction), in accordance with any Guidelines. A Specialist Course may be a Youth Course or 25 Plus Course.

**'Surveillance Audit'** is conducted annually in between certification and recertification audits to confirm that a Provider is maintaining the systems which led to Certification.

**'Time to Work Employment Service'** or **'TWES'** is an Other Service and means the Commonwealth program of that name (or such other name as advised by the Department), administered by the Department and the National Indigenous Australians Agency.

**'Time to Work Employment Service Participant'** or **'TWES Participant'** means a person who is participating in the Time to Work Employment Service.

**'Time to Work Employment Service Provider'** or **'TWES Provider'** is an Other Service Provider and means any entity contracted by the Commonwealth to provide services for the Time to Work Employment Service.

**'Training Block 1 Course'** means the EST Course as described in the [Benefits of Training Block 1](#) section.

**'Training Block 2 Course'** means the EST Course as described in the [Benefits of Training Block 2](#) section.

**'Volunteer Period'** means the period of time in which a Participant (Mutual Obligations) is Suspended and chooses to voluntarily engage in Services.

**'Vulnerable Youth'** means an individual who:

- (a) is aged 15 to 21 years
- (b) is not Employed for more than 15 hours per week



- (c) is not in Full-Time Study
- (d) is not in receipt of Income Support Payments
- (e) has at least one Non-vocational Barrier that requires immediate intervention with a view to stabilising the individual's circumstances, and
- (f) has a legal right to work in Australia.

**'Vulnerable Youth (Student)'** means an individual who:

- (a) is aged 15 to 21 years
- (b) is in Full-Time Study
- (c) presents in crisis
- (d) has at least one Non-vocational Barrier that requires immediate intervention with a view to stabilising the individual's circumstances, and
- (e) has a legal right to work in Australia.

**'Workforce Australia Online for Individuals Base Service'** or **'Online Base Service'** refers to the Department's *Self-managing in Workforce Australia Online for Individuals* service that is available to any Australian wishing to participate in employment services who is not otherwise considered a fully eligible Participant. Access is via myGov, with no referral from Services Australia required. The Online Base Service will enable users to look for jobs, develop their résumé and access complementary programs, based on the eligibility of each program.

**'Workforce Australia Online for Individuals Full Service'** or **'Online Full Service'** refers to the Department's *Self-managing in Workforce Australia Online for Individuals* service available to fully eligible Participants who are assessed as able to self-manage their search for work. The Online Full Service allows Participants to self-manage their participation in employment services with a range of supports available such as access to the Digital Employment Fund, pre-employment pathways for eligible Participants and support provided by the Digital Service Contact Centre (DSCC).

**'Youth Course'** means an EST Course (delivered as either a Training Block 1 Course or a Training Block 2 Course) provided to EST Eligible Participants aged under 25 years.

# Chapter 1. Eligibility and Referral

## Supporting Documents for this Chapter:

- [Referral to Workforce Australia Online Form](#)

### 1.1. Chapter Overview

This Chapter outlines who is eligible to receive Services from Workforce Australia Employment Services Providers (Providers), how Providers may receive Referrals, and other employment services that Participants may be eligible for and the associated Referral process. Providers must provide Participants with appropriate Services, taking into account their individual circumstances, to assist them to find employment and move off Income Support Payments.

The [Eligibility Table](#) identifies categories of Participants based on their individual circumstances and their eligibility for Services.

### 1.2. Referrals of Eligible Participants

Participants are generally Referred to Services from Services Australia, from the Department's IT Systems, from an Other Service or from Workforce Australia Online.

Some Participants may elect to voluntarily participate in Services and can Directly Register with a Provider. Refer to [Direct Registration](#) Chapter.

Providers can check an individual's program eligibility by reviewing the Participant's record on the Department's IT Systems. The eligibility information can be found in the *Servicing and Eligibility* section of the Participant's record.

Please note, the eligibility results in the Department's IT Systems are a guide only. When the eligibility result shows a Participant is eligible for Workforce Australia Online, the Participant is also eligible for Workforce Australia Services.

(Deed Reference(s): Clauses 99 and 102)

#### 1.2.1. Referrals from Workforce Australia Online

Participants can be Referred from the full level of services in Workforce Australia Online (Online Full Service) to a Provider for a range of reasons, including:

- where the Participant opts out of the Online Full Service for any reason,
- following a Capability Assessment or Capability Interview which identifies a Participant receiving the Online Full Service would be better supported by a Provider,
- where the Participant enters the Penalty Zone, and
- where the Participant is no longer eligible for the Online Full Service (for example, the Participant has reached a Period of Registration of 12 months or more in the Online Full Service).

## Selecting a Provider

Participants will be able to choose their Provider<sup>1</sup> when they are Referred to Services. Where a Participant Referred to Services selects a Provider, they will be Referred to that Provider as long as:

- the Provider has not exceeded their Business Share, and
- the Provider has sessions in their Electronic Calendar available.

Where the Participant does not select a Provider for themselves, they will be allocated one based on a range of criteria including Provider Site location, Business Share and Provider Specialisation.

Participants who are randomly allocated to a Provider will still have the opportunity to transfer to a different Provider if they choose to do so (refer to [Transfers](#)).

### 1.2.2. Referrals from Workforce Australia Services to Online Full Services

Participants may be referred from a Provider to the Online Full Service, in certain circumstances, via the Department's National Customer Service Line (NCSL). To request a Participant be referred to the Online Full Service, the Provider must send a completed Referral to Workforce Australia Online form to [nationalcustomerserviceline@dese.gov.au](mailto:nationalcustomerserviceline@dese.gov.au).

In considering whether a Participant should be referred to the Online Full Service, the NCSL will take a range of factors into account, including whether:

- the Provider has assessed the Participant is able to self-manage in the Online Full Service, including that they have appropriate access to technology,
- the Provider has determined the Participant would benefit from the Online Full Service,
- the Participant agrees to the referral, and
- the Participant has linked their myGov account with Workforce Australia.

Participants will not be referred to the Online Full Service if the Participant:

- has a High JSCI score,
- is in the Penalty Zone,
- has not registered for myGov and linked their Workforce Australia account,
- has a Managed Service Plan or Serious Incident Report,
- has a draft or approved wage subsidy,
- has a Pre-release Prisoner Flag, or
- has no email or phone number in the Department's IT Systems.

Providers must check in the Department's IT Systems that none of the above reasons apply before making a referral request.

If the NCSL approves a referral request, the Participant will be notified and the NCSL will action the referral request in the Department's IT Systems.

If the NCSL does not approve the transfer, it will notify the Provider and the Participant.


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<sup>1</sup> Participants will only be offered the choice of a Specialist Provider where one is available, and the Participant is eligible.

If the Participant and/or the Provider is not satisfied with the outcome of a referral request, they can seek a review of the decision by contacting the NCSL in writing within 14 Business Days of the original decision. If a review has been requested, it will be undertaken by a departmental officer who was not involved in the original approval process.

If the outcome of the review is that the request for referral is approved, the NCSL will action the referral in the Department's IT Systems and notify the parties.

If the outcome of the review is the request for referral is not approved, the parties will be notified, and the Provider must continue to provide Services to the Participant.

 The Provider must retain records of their assessment of the Participant's suitability for online services.

### 1.2.3. Referrals from Workforce Australia Services to Transition to Work

A Provider may Refer Participants to Transition to Work (TtW) if they meet eligibility requirements and would benefit from the Service.

The core eligibility requirements that apply to young people in TtW are:

- aged 15-24 years on Commencement in the service, and
- an Australian citizen, or
- the holder of a permanent visa, or a nominated Visa Holder (including a New Zealand Special Category Visa, Temporary Protection Visa Holder and a Safe Haven Visa Holder).

Eligibility for TtW services is broken into 2 groups. Along with the core eligibility, eligible Participants fall into one of the following groups:

- **Group One** includes a young person who is:
  - receiving an Activity Tested Income Support Payment [other than Youth Allowance (student)], and
  - assessed as being at higher risk of not successfully transitioning to employment, and
  - not a ParentsNext Participant.
- **Group Two** includes a young person who is:
  - not receiving an Activity Tested Income Support Payment, and
  - not already in provider-delivered employment services, and
  - not connected to education and/or employment for the specific period based on their level of education as specified in the Transition to Work Deed 2022-2027, or
  - an Indigenous Australian, or
  - a ParentsNext Participant who is participating in TtW.

### 1.2.4. Referrals of Time to Work Employment Service Participants

The Australian Government's Time to Work Employment Service (TWES) provides support to Aboriginal and Torres Strait Islander prisoners to better prepare them to find employment and reintegrate into the community following their release from prison.

Referrals of TWES Participants to Workforce Australia Employment Services Providers are made by Services Australia. A TWES Participant may be referred to a Workforce Australia Services Provider

prior to their release from prison, generally no more than 21 days before their release date, or following their release from prison.

If contacted by a TWES Provider to attend a facilitated transfer meeting, the Workforce Australia Employment Services Provider must attend the facilitated transfer meeting and discuss the referral and commencement of the TWES Participant. The facilitated transfer meeting is to share information about the Participant and prepare for their commencement of servicing under Workforce Australia Services. The facilitated transfer meeting can be conducted face-to-face or over the phone if required.

During the facilitated transfer meeting the Workforce Australia Employment Services Provider will be provided with a copy of the Participant's TWES Transition Plan. The Transition Plan will include details such as the TWES Participant's post-release requirements for parole; reintegration and rehabilitation services; vocational education, employment, and other activities; and support services, as well as their skills, experience, work history and work interests.

(Deed Reference(s): Clause 102.3)

### 1.3. Eligibility Table

Table 1-A identifies which Participants are eligible for provider-led Workforce Australia Services and Online Full Services. It does not consider eligibility for Other Services. Most fully eligible Participants will have their eligibility determined by their JSCI<sup>2</sup>. In some cases, Participants are eligible for provider-led services regardless of their JSCI.

The sections below are not mutually exclusive, and sections of this table should be considered in combination according to Participants' individual circumstances. For example, a Participant may be in receipt of JobSeeker Payment, be Mature-age (aged 55+) and have a Partial Capacity to Work.

Participants not eligible for provider-led services or Online Full Services will be able to access the Online Base Service.

**Table 1-A Eligibility Table**

Type	Eligibility
<b>Australian Government Disaster Recovery payment</b>	Not eligible for provider-led services or Online Full Services.
<b>Disability Support Pension (DSP)</b>	<p><b>DSP recipients with compulsory participation requirements</b></p> <p>Eligible for provider-led services</p> <p><b>People intending to claim DSP who are undertaking a Program of Support (not eligible for Disability Employment Services or Community Development Program)</b></p> <p>Eligible for provider-led services or Online Full Services (JSCI will determine) while they undertake their Program of Support requirement, provided they remain connected or do not Exit for more than 13 weeks.</p>

<sup>2</sup> Participants can choose to move from Online Full Services to provider-led services at any time.

Type	Eligibility
<b>Early School Leaver</b>	<p>Eligible for provider-led services.</p> <p>Note: Early School Leavers unable to access Transition to Work will be Referred by Services Australia to a Workforce Australia Employment Services Provider.</p>
<b>JobSeeker Payment</b>	Eligible for provider-led or Online Full Services (JSCI will determine).
<b>Mature-aged (aged 55 years and over)</b>	<p>Eligible for provider-led or Online Full Services (JSCI will determine).</p> <p>Note: Mature-aged Participants who are fully meeting their part-time Mutual Obligation Requirements or are currently subject to a Services Australia granted Exemption may voluntarily elect to participate in provider-led services.</p>
<b>Newly arrived refugee</b>	<p>Eligible for provider-led or Online Full Services (JSCI will determine).</p> <p>Note: Newly arrived refugees may voluntarily participate in provider-led or Online Full Services for 12 months after they have started on Income Support. Standard eligibility and Mutual Obligation rules apply after the end of this period.</p>
<b>Not in receipt of Income Support</b>	Not eligible for provider-led or Online Full Services unless eligible for Direct Registration (including Transition to Work).
<b>Other Income Support payment without participation requirements</b>	Not eligible for provider-led or Online Full Services.
<b>Parent</b>	<p><b>Principal Carer Parents</b></p> <p>Principal Carer Parents who are not fully meeting their requirements through part-time paid employment or study may be Referred to provider-led or Online Full Services (JSCI will determine).</p> <p><b>Parenting Payment recipients with participation requirements</b></p>

Type	Eligibility
	<p>Eligible for provider-led or Online Full Services (JSCI will determine).</p> <p>Note: Participants who are fully meeting their part-time Mutual Obligation Requirements or are currently subject to a Services Australia granted Exemption may voluntarily elect to participate in Services.</p>
<b>Pre-release Prisoner</b>	<p>Directly Eligible for provider-led services.</p> <p>See the <a href="#">Pre-release Prisoners Chapter</a> for full eligibility criteria.</p> <p>See the <a href="#">Direction Registration Chapter</a> for further information on direct registration of Pre-release Prisoners.</p>
<b>Retrenched worker or partner of a retrenched worker</b>	<p><b>Early Access Participants (Retrenched workers and their partner)</b></p> <p>Eligible for provider-led or Online Full Services (JSCI will determine).</p> <p>See the <a href="#">Direction Registration Chapter</a> and <a href="#">SAP Chapter</a> for further information.</p> <p><b>Structural Adjustment Package (SAP) Participants</b></p> <p>Eligible for provider-led or Online Full Services (SAP will determine eligibility).</p> <p>See the <a href="#">Direction Registration Chapter</a> and the <a href="#">SAP Chapter</a> for more information</p> <p>Note: Where an SAP provides Services for a retrenched worker but not their partner, the partner will be eligible as an Early Access Participant.</p>
<b>Special Benefit</b>	<p>Eligible for provider-led or Online Full Services (JSCI will determine).</p> <p>Note: Special Benefit recipients who are Nominated Visa Holders have the same Mutual Obligation Requirements, and consequences for non-compliance as JobSeeker Payment and Youth Allowance (other) recipients.</p>



Type	Eligibility
	<p>Note: Special Benefit recipients, who are not Nominated Visa Holders, but are capable of looking for and undertaking work must be connected to employment services and have voluntary requirements. To remain qualified for their Income Support Payment, these Participants must remain connected to employment services either through provider-led or Online Full Services.</p>
<p><b>Time to Work Employment Service</b></p>	<p>Eligible for provider-led services.</p> <p>Time to Work Employment Service is a voluntary in-prison service, delivered by Time to Work Employment Service Providers, available in all states and territories across Australia. Participants must:</p> <ul style="list-style-type: none"> <li>• self-identify as Aboriginal or Torres Strait Islander</li> <li>• be over 18 years of age; and</li> <li>• be sentenced and within one-to-four months of their release from prison.</li> </ul> <p>Time to Work Employment Services Participants can participate in the Pre-Release Prisoner initiative concurrently.</p>
<p><b>Visa holders and migrants</b></p>	<p><b>Visa holders with working rights attached and on Income Support</b></p> <p>Eligible for provider-led or Online Full Services (JSCI will determine).</p> <p>Note: Visa holders with working rights attached are eligible for employment services if they are in receipt of an Income Support Payment that would otherwise make them eligible for Services.</p> <p><b>New Zealand non-protected Special Category Visa holders in receipt of JobSeeker Payment or Youth Allowance (other)</b></p> <p>Eligible for provider-led or Online Full Services (JSCI will determine).</p>
<p><b>Youth and students</b></p>	<p><b>Youth Allowance (other) recipient</b></p>

Type	Eligibility
	<p>Eligible for provider-led or Online Full Services (JSCI will determine).</p> <p><b>Vulnerable Youth</b></p> <p>Directly Eligible for provider-led services. More information in <a href="#">Direction Registration</a> Chapter.</p> <p><b>Vulnerable Youth (Student)</b></p> <p>Directly Eligible for provider-led services. More information in <a href="#">Direction Registration Chapter</a>.</p>

## Chapter 2. Commencements, Transfers, Suspensions and Exits

### Supporting Documents for this Chapter:

- [Transfer by Agreement Form](#)
- [Transfer Due to Relationship Failure Form](#)

### 2.1. Commencements

This section outlines what Providers must do to Commence Participants in Workforce Australia Services, and what Providers should be aware of when undertaking these actions.

(Deed Reference(s): Clauses 89, 101, 102, 105, 106 and 108)

#### 2.1.1. Commencing Participants in Workforce Australia Services

A Participant must be a Fully Eligible Participant to be Commenced. Providers will not be able to Commence a Participant who is flagged as 'No Referral Required'. Please refer to *KB0015191 - Workforce Australia Online for Providers - No Referral Required*.

A Participant with a Pending status will generally Commence in Services in the Department's IT Systems when the Provider records attendance at the Initial Interview and the Participant's Job Plan is recorded as approved in the Department's IT Systems i.e. Commencement is triggered by the status date and not the actual approval date which may be different. It is therefore recommended that Providers enter the approved status of the Job Plan into the Department's IT Systems on the day the Participant has read, understood and agreed to the Job Plan and the date the Job Plan was agreed.

As part of Commencing a Participant, the Provider should:

- confirm whether the Participant has a myGov account which is linked to the Workforce Australia website,
- help the Participant to establish a Job Seeker Profile in the Department's IT Systems, and
- determine whether the Participant is able to fulfil the requirement to report their Points Based Activation System (PBAS) themselves via the Workforce Australia website, where applicable.

For Participant's without mutual obligation requirements, a Participant will Commence in Services in the Department's IT Systems when the Provider records attendance at the Initial Interview. While an approved Job Plan is not required, the Provider must discuss and determine suitable Activities and record relevant details, including the Activity placement and subsequent attendance and completion of those Activities. For further information refer to [Arrangements for Participants \(Voluntary\)](#).

### Participants must be Commenced in a timely manner

Providers must ensure Participants are Commenced within 10 Business Days of the Referral (excluding Transitioned Participants). This includes 'think time' for Participants to agree to their Job Plan (if requested and applicable). For further information please refer to the [Job Plan and Mutual Obligations Requirements Chapter](#) and [the Provider Transition Advice](#).

## Commencing a Refugee in Workforce Australia Services

Under the Better Targeting of Support for Refugees measure, from 1 January 2020, newly arrived refugees receiving activity tested income support receive an exemption from mutual obligation requirements for their first 13 weeks after arrival in Australia.

### Refugees in their first 12 months

After their initial 13-week exemption, individuals who are refugees can choose to participate in employment services but are not required to do so. Those who choose to participate are not compellable until they have been receiving income support for 12 months.

At the Initial Appointment, Providers must check if the Participant is a newly arrived refugee. If the individual is a refugee, Providers need to confirm the individual wishes to participate in Workforce Australia Services. If they don't, they can be Exited.

Commencement of a refugee only requires recording the Participant's attendance at their Initial Appointment. The Participant's Centrelink Job Plan **must** be left in place. Refer to *KB0015170 – Commencing a Refugee in Workforce Australia Services*.

### Refugees after their first 12 months

Individuals who are refugees are required to be referred to employment services once they have been receiving income support for 12 months. Those who are referred to Providers at this time are commenced in the same way as all other Participants.

## Participants with sensitive records (restricted access)

Participants with sensitive information in their records may be allocated to a Provider's Caseload and the Participant's contact details will not be visible.

Services Australia will contact these Participants and if they wish to be serviced by a Provider, Services Australia will make a referral to the Provider. Participants will be required to provide their contact details to the Provider at the first appointment.

## TWES Participants

A TWES Participant will generally commence in Workforce Australia Services following the facilitated transfer meeting and once the Provider records attendance at the Initial Interview and the Participant has an approved Job Plan. Participants will be exited from TWES once they commence in Workforce Australia Services.

Participants who participated in TWES must be assisted to prepare a Job Plan. The Job Plan must meet the requirements outlined in the [Job Plan and Mutual Obligations Chapter](#). In addition, the Provider should ensure the Job Plan includes the details of the Participant's TWES Transition Plan where available.

Providers must deliver high quality case management to support to Participants who participated in TWES, to find sustainable employment, taking into account the circumstances and servicing needs of the Participant.

The Provider must, in delivering services to Participants who participated in TWES, collaborate with the TWES Provider, other Workforce Australia Employment Services Providers, and providers of other initiatives and services.

### **2.1.2. Initial Interview**

Providers are required to deliver face-to-face servicing to Participants, including at the Initial Interview, unless otherwise directed by the Department, but only where it is safe, beneficial to the Participant and reasonable in the circumstances. Circumstances in which it might be acceptable to conduct a non-face-to-face Initial Interview are those that are beyond the Participant or Provider's control, and include where any one or more of the following applies to the Participant:

- they reside in an area that is affected by:
  - extreme weather conditions
  - a natural disaster
  - public transport strikes
  - lack of access to reasonable transport, and/or
  - a written direction as notified by the Department, addressing expectations in relation to Provider servicing arrangements and Participants' Mutual Obligation Requirements,
- travel time and/or cost is not reasonable;
- they are participating in full-time Education (including training) and this participation restricts their availability to attend the Initial Interview face-to-face;
- they are Employed and their hours restrict their availability to attend the Initial Interview face-to-face;
- they are not medically fit to attend the Initial Interview face-to-face, and/or
- they have health considerations (including COVID- 19 considerations) that impact on the Participant's ability to participate face-to-face. These may include:
  - being immunocompromised or being a household contact of someone who is immunocompromised,
  - vaccination status precludes attendance at the provider or Activity site,
  - being required to isolate with COVID-19 or being a household or close contact of someone with COVID- 19 or being required or recommended to isolate under State or Territory Health guidelines,
  - In line with State or Territory Health Orders, and/or
  - other relevant health considerations.

Where a Provider determines face-to-face servicing is not appropriate, they must record this determination in the Comments section of the Department's IT Systems and the reasons, and update as circumstances change.

### **2.1.3. Connecting a Participant's Workforce Australia account to myGov**

As part of Commencing a Participant in Services, the Provider should identify whether the Participant has connected their myGov profile to their Workforce Australia account. If the Participant has not connected, the Provider should support them to do so. Connecting the myGov account will enable the Participant to use the online tools and resources available through the

Department's IT Systems and will enable the Participant to self-report for the PBAS, where applicable.

Participants who do not have a myGov profile connected to their Workforce Australia account and who have a PBAS requirement will be unable to report on their PBAS points; the Provider must undertake this action on behalf of the Participant.

Providers must support Participants to report their PBAS points where they are not capable of doing so on their own.

## 2.2. Transfers

Participants may transfer between Providers for a range of reasons. Transfers can be automatic or involve a manual process and can be initiated by the Participant, a Provider or the Department. Transfer arrangements support continuity of servicing when Participants change location, and support Participant choice.

(Deed Reference(s): Clause 103)

### 2.2.1. Automatic transfers

If the Participant's address is updated in the Department's IT Systems and the new address is not within a reasonable distance of the Participant's current Site, the Department's IT Systems will automatically transfer the Participant to a new Site.

Where a Participant has a change of address that results in a transfer, Sites will be prioritised using criteria such as:

- whether the current Provider has a Site in the new location,
- the distance from the Participant's new address,
- whether the Participant is eligible for a Specialist Provider, and
- Provider market share tolerance.

**Example:** A Participant receiving Services moves 150km away from their current residence. The Participant no longer lives within a reasonable distance of their current Provider Site and must be transferred. The Participant is not eligible to be serviced by a Specialist Provider and their current Provider does not have a Site within a reasonable distance of their new address. As a result, the Department's IT Systems will transfer the Participant to a new Provider at a site within a reasonable distance from their new residential address.

### 2.2.2. Participant or Provider initiated transfer

A Participant or their Provider can initiate a transfer to a different Provider. In some instances, the Department will transfer Participants without seeking agreement from Providers.

#### Transfer by agreement

Participants and Providers can initiate a transfer by agreement.

Either the current or the proposed Provider can request a transfer by agreement in the Department's IT Systems using the Transfer by Agreement form. If all parties (the current and

proposed Provider and the Participant) agree and sign the form, the current Provider must enter the details into the Department's IT Systems to action the transfer.



The current Provider must retain a copy of the signed Transfer by Agreement form.

Note: where the transfer is between two of the Provider's own Sites, a signed Transfer by Agreement form is not required. However, Providers must record the reason for the move, and that the 'Transfer by Agreement' option was used without a signed form, in the Comments section of the Department's IT Systems.

Participants can initiate a transfer by agreement through [workforceaustralia.gov.au](https://workforceaustralia.gov.au). The request is sent to the proposed Provider for agreement. If the proposed Provider agrees, the transfer request is sent to the current Provider. Participants unable to initiate the transfer through [workforceaustralia.gov.au](https://workforceaustralia.gov.au) can use the Transfer by Agreement paper form and submit this to the proposed Provider to action.

If both Providers agree to the Participant's transfer request the Participant is automatically transferred. If either Provider declines the request or does not action the Participant's online transfer request within 3 business days of receiving the request, the transfer will not be actioned, and the Participant will be notified. This does not preclude the Participant from contacting the Department's National Customer Service Line (NCSL) to facilitate the transfer.

### Some Participants cannot be transferred through an online request

There will be some circumstances in which a Participant or Provider initiated transfer will not be actioned in the Department's IT Systems. For example, where a Participant has a current Serious Incident Report or Managed Service Plan (refer to [Part A Guidelines: Servicing Participants with Challenging Behaviours Chapter](#)).

Where this occurs, the Participant will need to contact the NCSL or the Provider will need to contact their Provider Lead to have the request actioned. A range of factors will be considered when actioning a transfer request, including Provider location. If the transfer is not approved the Provider and/or the Participant will be notified (see below for how to get a decision reviewed). If the transfer is approved, the Department will action it in the Department's IT Systems.

### Transfer due to relationship failure

If a Provider thinks it cannot maintain a reasonable and constructive servicing relationship with a Participant, it can complete the [Transfer Due to Relationship Failure Form](#) and forward to the NCSL ([nationalcustomerserviceline@dese.gov.au](mailto:nationalcustomerserviceline@dese.gov.au)) for investigation. The NCSL will consider the request based on the evidence provided, including whether the Provider has followed the process outlined in the [Part A Guidelines: Servicing Participants with Challenging Behaviours Chapter](#).

If the NCSL approves a transfer due to relationship failure, the Participant will be sent a notification advising them of their new Provider and the date and time of their next appointment.

If the NCSL does not approve the transfer, it will notify the Provider and/or the Participant.

## Transfer where a change in Provider would be beneficial

If a Participant thinks a change in Provider would be beneficial to them, they can request a transfer by contacting the NCSL. The NCSL will action the transfer if it thinks the Participant has demonstrated their case for a transfer or where the Participant had been randomly allocated to the Provider. If the NCSL does not agree to the request, it will inform the Participant of the decision.

### 2.2.3. Participants or Providers can request the Department review a decision

If the Participant and/or the Provider is not satisfied with the outcome of a transfer request, they can seek a review of the decision by contacting the NCSL in writing within 14 Business Days of the original decision. If a review has been requested, it will be undertaken by a departmental officer who was not involved in the original approval process, and will consider, where relevant, whether the Provider has applied the strategies outlined in [Part A Guidelines: Servicing Participants with Challenging Behaviours Chapter](#).

If the outcome of the review is that the request for transfer is approved, the NCSL will action the transfer in the Department's IT Systems and notify the parties.

If the outcome of the review is the request for transfer is not approved, the Provider and/or Participant will be notified, and the Provider must continue to provide Services to the Participant.

## 2.3. Suspensions

Suspensions are periods during which Participants on the Caseload of a Provider are not required to participate in Services.

Providers are not required to deliver Services to a Suspended Participant unless the Participant chooses to voluntarily participate in Services.

(Deed Reference(s): Clauses 115, 116 and 117)

### 2.3.1. When are Participants Suspended?

Participants are Suspended if they are a Participant (Mutual Obligation):

- with an Exemption applied by Services Australia,
- who is a Principal Carer Parent and is fully meeting their part-time Mutual Obligation Requirements through participating in 30 hours a fortnight of paid work and/or study,
- who has a Partial Capacity to Work (PCW) of 15 to 29 hours a week and is fully meeting their part-time Mutual Obligation Requirements through participating in 30 hours a fortnight of paid work and/or study,
- aged 55 years and over and is meeting their full-time Mutual Obligation Requirements through participating in paid work and/or approved Voluntary Work depending on their age and circumstances.
  - If the Participant is aged 55 – 59 and in their first 12 months of receiving their Income Support Payment, they can fully meet their Mutual Obligation Requirements by completing 30 hours per fortnight of paid work. These Participants can also fully meet their Mutual Obligation Requirements by completing 30 hours per fortnight of a



combination of approved Voluntary Work and paid work, however, this must include at least 15 hours per fortnight of paid work.

- If the Participant is aged 55 – 59 and has been receiving their Income Support Payment for more than 12 months, they can fully meet their Mutual Obligation Requirements if they undertake at least 30 hours per fortnight of paid work, approved Voluntary Work or a combination of both Activities.
- If the Participant is aged between 60 and the Age Pension age, they can fully meet their Mutual Obligation Requirements if they undertake at least 30 hours per fortnight of paid work, approved Voluntary Work or a combination of both activities.
- with a temporary reduced work capacity of less than 15 hours per week, or
- identified as a PCW Participant who has a current and future work capacity of less than 15 hours per week.

### **2.3.2. Who applies a Suspension?**

#### **Suspensions can only be applied by Services Australia**

A Participant can be Suspended by Services Australia where they are granted an exemption from their Mutual Obligation Requirements, or a Participant is participating in an appropriate activity to meet their Mutual Obligation Requirements.

Providers will not be able to apply suspensions. If a Participant (Voluntary) is experiencing a situation that means they are temporarily unable to participate in Services, the Provider may Exit the Participant. The Provider should take into account any potential impact on the Participant's future eligibility for Services in the event the Exit is likely to be greater than 13 consecutive weeks. Refer to [Exits](#) for more information.

### **2.3.3. Participants who are Suspended can voluntarily participate in Provider Services**


The Provider must provide Services to a Suspended Participant if they advise they want to voluntarily participate in Services. Participants who are Suspended can choose to participate voluntarily in Services while they are Suspended after:

- being contacted by their Provider to discuss and agree to voluntarily participate while Suspended,
- notifying Services Australia who will either call their Provider or book an Appointment for them, or
- directly contacting their Provider to request Services.

For Participants (Voluntary) who elect to volunteer during a Suspension period, the Provider must record a Volunteer Period in the Department's IT Systems. Once a Volunteer Period is entered, the Department's IT Systems will revert the Participant to their pre-Suspended status.

- If the Participant was Commenced prior to the Suspension, they will revert to Commenced on entering of the Volunteer Period.
- If the Participant was Pending prior to the Suspension, they will revert to Pending on entering of the Volunteer Period. The Participant's status will change to Commenced when the Participant attends their Initial Interview.
- The Participant will revert to Suspended status upon expiry of the Volunteer Period.

For further information about the servicing arrangements for Participants (Voluntary) refer to [Arrangements for Participants \(Voluntary\)](#).

-  Where a Participant elects to volunteer while Suspended, the Provider must record the agreed start and end dates for the Volunteer Period in the Department's IT Systems. Where the Participant chooses to end the Volunteer Period earlier than originally agreed, the Provider must adjust the end date for the Volunteer Period in the Department's IT Systems.

### 2.3.4. Services resume when a Suspension ends

When a Suspension ends, Providers must resume delivery of Services.

Suspensions do not affect a Participant's Period of Unemployment. However, the Participant's Period of Registration and Period of Service pause when a Participant is Suspended and restart when the Suspension ends.

## 2.4. Exits

Participants may be Exited from Services for a range of reasons. This will usually happen automatically (Effective Exit) but there are some instances where Providers can manually Exit Participants.

(Deed Reference(s): Clauses 115 and 118)

### 2.4.1. When are Participants Exited?

#### Effective Exit (Automatic Exit)

Participants will be Exited automatically (known as an Effective Exit) when:

- The Participant (Mutual Obligation) is no longer receiving an eligible Income Support Payment. This can include where a Participant is in a job and has had 6 consecutive fortnights with nil rate of Income Support, or where the Participant has not lodged a report of income with Services Australia (even if this is zero) 14 days after their Report Due Date.
- The Participant is commenced in Disability Employment Services or the Community Development Program.
- The Participant begins receiving Self-Employment Assistance Small Business Coaching (formerly known as 'Comprehensive Services').

#### Provider Exit (manually actioned by Providers)

Providers may manually Exit a Participant in the following circumstances:

- The Participant (Mutual Obligation) is Suspended and has a Partial Capacity to Work of:
  - less than 15 hours per week, or
  - 15 hours or more per week, and they are meeting their Mutual Obligation Requirements through 30 hours or more a fortnight of paid work and/or study that will likely be ongoing or last more than 13 weeks.
- The Participant (Mutual Obligation) is a Principal Carer Parent and Suspended and:
  - has a long-term Exemption (end date longer than 16 weeks), or

- is meeting their Mutual Obligation Requirements through 30 hours or more a fortnight of paid work and/or study that will likely be ongoing or last more than 13 weeks.
- The Participant (Voluntary) ceases to participate in voluntary activities or no longer wishes to participate in Services.
- The Participant's Youth Bonus Wage Subsidy is suspended.

## Structural Adjustment Program and Directly Registered Participants

Providers should manually Exit a Structural Adjustment Program (SAP) Participant (who have no Mutual Obligation Requirements) or a Directly Registered Participant if:

- they no longer wish to participate; or
- the Participant is in Employment and the Provider has claimed a 26-Week Employment Outcome for that Employment.

### 2.4.2. Assessing Participant requests to Exits

If a Participant advises their Provider they wish to Exit, the Provider should determine whether a Provider Exit is appropriate, the Participant is eligible for a Provider Exit and whether the Participant is aware of the Services the Provider can offer.

The Provider must advise a Participant when they do not approve a request for an Exit and must continue to deliver Services.

### 2.4.3. Circumstances where Participants cannot be Exited

Participants who are fully meeting requirements, as indicated by the Department's IT Systems, can be Exited from Services where the appropriate conditions are met.

The exception to this is Participants aged 55 years and over who are fully meeting their full-time Mutual Obligation Requirements through 30 hours per fortnight or more of paid work (including self-employment), approved Voluntary Work, or a combination of these Activities.

While these Participants are fully meeting their Mutual Obligation Requirements, they will be Suspended but must remain connected with a Provider in order to continue to receive Income Support Payments. These Participants are required to attend job interviews that do not interfere with their existing paid work and accept increased hours of paid work until they obtain a full-time job or no longer receive Income Support. However, they cannot be required to undertake any additional requirements including Job Search, or to attend Provider Appointments, unless they relate to employment opportunities or job referrals. Appointments must be made around the times of their paid and Voluntary Work hours.

### 2.4.4. Participants returning to services after an Exit

Where an Exit occurs but the Participant returns to Services fewer than 13 consecutive weeks after the Exit, the Participant's Period of Service and Period of Registration (if relevant), continue from the date of the Participant's return, and the Provider must resume providing appropriate Services.

Where an Exit occurs and the Participant subsequently returns to the service 13 consecutive weeks or more after the date of the Exit, the Participant begins a new Period of Service; Period of Registration (if relevant).

Where the Participant is Exited to commence in another employment service, the Participant's Period of Unemployment continues in the new service and on return to Workforce Australia Services. The Period of Unemployment also continues in the case of the reactivation of Participant's record (e.g. the restoration of a cancelled allowance if the Participant returns within 13 consecutive weeks after the cancellation). Otherwise, a new Period of Unemployment begins.

## Chapter 3. Direct Registration

### Supporting Documents for this Chapter:

- [Direct Registration Form](#)

### 3.1. Chapter Overview

Some Participants who are not in receipt of Income Support Payments are eligible to voluntarily engage in Services and can Directly Register with a Provider.

(Deed Reference(s): Clause 102)

### 3.2. Eligibility for Direct Registration

Providers must only Directly Register a person who has a legal right to work in Australia and is:

- a Vulnerable Youth or Vulnerable Youth (Student),
- a [Pre-release Prisoner](#), or
- a [Structural Adjustment Program](#) (SAP) Participant.
- an [Early Access](#) Participant (retrenched worker or their partner).

Where the Provider assesses a person as ineligible for Direct Registration, they should direct them to contact Services Australia to assess their eligibility for Income Support (if relevant) and advise them they can register for the Online Base Service by linking through myGov.

#### 3.2.1. Confirming a person's legal right to work in Australia

The Provider must confirm whether a person has a legal right to work in Australia. Two resources can be used to assist the Provider in this regard:

- the [Visa Entitlement Verification Online \(VEVO\)](#) service can be used to check a non-citizen's visa status after sighting their international passport, or
- [Schedule 8 of the Migration Regulations 1994](#) sets out the visa conditions that prohibit or restrict the work that a visa holder can do in Australia.

The Provider must not proceed with the Direct Registration process if the person does not have a legal right to work in Australia or the Provider has any reservations. If the person's legal right to work cannot be established, the person should be encouraged to contact the Department of Home Affairs (DHA) to check their legal right to work in Australia. The person should also be referred to Services Australia or an appropriate community service for assistance.

Note: Providers can be legally liable for referring non-citizens who are not allowed to work or are restricted from undertaking certain work in Australia to a job. See the DHA's [guide for businesses](#) for information and examples of the steps that Providers can take when assisting non-citizens.

#### 3.2.2. Vulnerable Youth and Vulnerable Youth (Student)

Where a Vulnerable Youth or Vulnerable Youth (Student) presents to the Provider without a Referral, and in the case of a Vulnerable Youth (Student), no appropriate local youth services are available, the Provider must:

- assess their eligibility for Transition to Work (TtW) and if eligible, refer them to TtW unless the participant chooses to be serviced by the Provider,
- if they present in crisis, immediately provide, or refer them to, relevant crisis assistance, and
- within 4 weeks of the Direct Registration, refer them to Services Australia to determine their eligibility for Income Support Payments, regardless of whether the Provider expects them to be eligible for Income Support or not.

Refer to [Referrals from Workforce Australia Services to Transition to Work](#) for further information about TtW eligibility.

### 3.2.3. Pre-release Prisoner

State or territory corrective or youth justice services refer Pre-release Prisoners to Providers they deem suitable. Suitability depends on factors such as proximity to the prison, pre-release or detention centre and a Provider's performance and experience in servicing Pre-release Prisoners.

Pre-release Prisoners must meet the Pre-release Prisoner eligibility criteria before Direct Registration. Refer to the [Pre-release Prisoners Chapter](#) for further information.

### 3.2.4. Early Access and Structural Adjustment Participants

In most cases retrenched workers and their partners who are not in receipt of Income Support are eligible for assistance through the Early Access initiative. Structural Adjustment Programs (SAP) provide additional assistance in exceptional circumstances only.

Retrenched workers eligible under Early Access are those not participating in a SAP and have been retrenched in the last 6 months or have received notification from their employer in the 3 months prior to their retrenchment date.

Partners eligible under Early Access are the spouse or de facto partner of a retrenched worker.

Where an Early Access Participant is referred to a Provider, the Provider should check whether the Participant is eligible for a specific SAP. A retrenched worker (and/or their partner) can only be registered in one retrenched worker program, with a SAP taking priority over Early Access as it offers a higher level of support.

## 3.3. Commencing a Directly Registered Participant


A Directly Registered Participant will Commence in the Department's IT Systems when the Provider records attendance at the Initial Interview.

As part of Commencing a Directly Registered Participant, the Provider should:

- confirm whether the Participant has a myGov account which is linked to the Workforce Australia website,
- conduct a JSCI for the Participant,
- help the Participant to establish a career profile in the Department's IT Systems, and
- conduct a Registration search in the Department's IT Systems as part of the Registration process. This will determine whether the person has an existing Registration that may contain relevant information, such as a Job Seeker Identification Number (JSID), or to confirm the receipt of an Income Support Payment.

Where the Participant does not have a myGov account, the Provider should assist the Participant to create one. Where myGov authentication cannot be completed, the Provider may use the Direct Registration form.

Note: If the person is a Services Australia customer, the Department's IT Systems can obtain information from Services Australia, such as current Income Support Payment type, recent Referrals or Mutual Obligation Requirements. For this to occur, where the records are not already linked, the Provider must link the JSID to the Customer Reference Number through the Department's IT Systems.

 Directly Registered Participants should be verified through their myGov account. In the limited circumstances where the Participant does not have a myGov account and is unable to obtain a myGov account, the Provider must use the Workforce Australia Direct Registration form and retain a copy of the completed and signed form. Providers must also retain a note that they sighted relevant identification and the form of that identification (for example, a driver's licence).

### 3.3.1. Registration search

Where the person has:

- A current Registration and is on the Provider's Caseload—the Provider must provide Services in accordance with the Deed (Direct Registration is not applicable).
- A current Registration and wishes to transfer to the Provider but is on another Provider's caseload—the Provider must follow the [Transfers](#) process (Direct Registration is not applicable).
- A current Registration, is eligible for Services and is not connected to a Provider—the Provider must connect them to their Caseload and provide Services.
- An inactive Registration and is eligible for Services —the Provider must re-register the person, connect them to their Caseload and provide Services.
- No Registration and is eligible for Services—the Provider must create a new record for the person prior to connecting them to their Caseload and providing Services.

People wishing to register for the Self-Employment Assistance program do not need to first be Referred to a Provider's Caseload. These people should instead be directed to the relevant Self-Employment Assistance Provider, who may complete a self-referral if appropriate.

## Chapter 4. Job Seeker Assessments

### Supporting Documents for this Chapter:

- [Explanation of the Job Seeker Snapshot Questions](#)
- [Job Seeker Snapshot Offline Form](#)
- [Job Seeker Snapshot Overview and Factors](#)
- Learning Centre Training Module - Job Seeker Assessment Framework

### 4.1. Chapter Overview

This Chapter describes the role and purpose of the Job Seeker Assessment Framework (JSAF) under Workforce Australia Services. It provides instructions on the JSAF assessments used by a Provider to determine the services a Participant is eligible for, and supports they may need to secure employment.

### 4.2. The Job Seeker Assessment Framework

The JSAF informs Participants of the employment services that they are eligible for and supports them in making relevant choices. The JSAF is intended to be ongoing and dynamic, to support Participant disclosure and engagement and to minimise reporting duplication for Participants. It uses analytics to personalise interventions and support, and includes Workforce Australia Online safeguards for Participants in Workforce Australia Online.

It also acknowledges that Providers have their own tools, assessments, and resources to ensure that servicing is tailored to the Participant's individual needs, circumstances, skills, strengths, and any barriers or issues they may have in relation to finding employment.

The Job Seeker Snapshot and Employment Services Assessment (ESAt) retain fundamental roles in Workforce Australia Services. The results of a Participant's Job Seeker Snapshot and ESAt should be used in conjunction with other assessments to understand a Participant's goals and personal circumstances. Providers may also support Participants to access and use the assessments and tools available on Workforce Australia Online, including the Job Seeker Snapshot and Profile.

(Deed Reference(s): Clause 112)

### 4.3. The Job Seeker Snapshot and the JSCI

The Job Seeker Snapshot is the questionnaire completed by the Participant, Services Australia or the Provider. The results of the Job Seeker Snapshot inform the Participant of the employment services that they are eligible for and supports them in making relevant choices. It includes questions that determine the Participant's Job Seeker Classification Instrument (JSCI) score, support the Participant to make an informed decision when given a choice between Workforce Australia Online and Workforce Australia Services, and helps identify if the Participant requires an ESAt. Refer to [Referring Participants for an Employment Services Assessment](#) for details.

The JSCI is the statistical tool that determines a Participant's risk of becoming long-term unemployed. It considers the overall labour market disadvantage of a Participant to determine the level of support and assistance required. The JSCI score is a product of various personal factors such



as a Participant's work experience and qualifications. For further information see [Job Seeker Snapshot Overview and Factors](#).

#### 4.3.1. When to conduct the Job Seeker Snapshot

The Job Seeker Snapshot is generally first completed prior to a Participant's Referral to Workforce Australia Services. If a Participant has not completed the Job Seeker Snapshot, or has an inactive Job Seeker Snapshot upon Referral, the Provider must:

- ask the Participant to complete the Job Seeker Snapshot; or
- conduct the Job Seeker Snapshot with the Participant (e.g. if the Participant cannot access the internet or has limited digital ability).

The Provider may, at any time, record changes in the Participant's personal circumstances (for example a loss of licence) or include new information (for example education attainment) in a Participant's record in Workforce Australia Online for Providers by conducting a Change of Circumstances Reassessment using the Job Seeker Snapshot. As part of undertaking a Change of Circumstances Reassessment, a Provider must record a detailed description of the changes in the Participant's circumstances that triggered the need to conduct the update. This will be recorded in the appropriate field at the end of the Job Seeker Snapshot in the Department's IT Systems. Where a Participant supplies documentation to support their answers in the Job Seeker Snapshot, it is good practice for the Provider to retain this documentation.

Providers should inform Participants they can access and update their Job Seeker Snapshot at any time and that this will assist in identifying services that may be beneficial to them. When a Participant updates their Job Seeker Snapshot, the Provider is notified of the Participant's results via Workforce Australia Online for Providers. Some data such as their age or length of time in an employment service will update automatically.

A hard copy of the Job Seeker Snapshot can be used if Workforce Australia Online for Providers is unavailable. Any information obtained this way must be recorded by the Provider personnel in Workforce Australia Online for Providers as soon as practicable. Until the Participant's responses are captured, the system cannot determine the level of assistance and support required.

(Deed Reference(s) Clause 113)

#### 4.3.2. How to conduct the Job Seeker Snapshot

Should the Provider need to conduct a Job Seeker Snapshot, the Provider should ensure:

- the Job Seeker Snapshot is conducted in a private setting and in a professional and culturally appropriate manner
- the Participant has given their consent for the Provider to collect and use the sensitive information collected through the Job Seeker Snapshot (refer to Part A Universal Guideline Personal information and sensitive information, for further information)
- an interpreter is provided when requested by the Participant and the Provider considers it appropriate
- the Participant understands they may be accompanied by a support person of their choosing

- the Participant is informed their responses to the questions will not affect their payments in any way and that the questions are designed to ensure they receive the services and support best suited to their needs
- the Participant understands some of the questions in the Job Seeker Snapshot are voluntary questions and the Provider will inform the Participant if a question is voluntary before the question is asked
- the Participant is informed of the [Explanation of the Job Seeker Snapshot Questions](#) which is part of the Job Seeker Snapshot Form available on the Provider Portal.

If a Participant discloses a need for crisis assistance or other support, the Provider should refer them to services appropriate to their needs. Please refer to the [Assisting Job Seekers and Participants in Crisis Factsheet on the Provider Portal](#).

Services Australia may also assist with counselling, child support payment and the crisis payment. For further information, please visit [Services Australia's website](#).

#### **4.4. Referring Participants for an Employment Services Assessment**

Services Australia conducts an Employment Services Assessment (ESAt) to determine if a Participant has significant barriers to being able to work. These could include personal or vocational issues or a long-term reduced work capacity. The Participant should also be referred to an ESAt if the Provider believes they may be eligible for Disability Employment Services (DES) or may need a reduced work capacity. Providers can make direct referrals, through the FOCUS team, to an ESAt for any Participants on their Caseload. See [How to refer a Participant for an ESAt](#) for further information on the FOCUS team.

If the Participant has a medical condition(s) or disability that may require further assessment, the Participant will need to be able to provide medical evidence to Services Australia by uploading it via their Centrelink account.

If, as part of a Capability Interview, the Job Seeker Snapshot indicates that the Participant may benefit from a further assessment through an ESAt, Workforce Australia Online for Providers will automatically set the Job Seeker Snapshot to a status of 'pending'. For further information, see Knowledge Base Article KB0013414. The Provider needs to determine whether the Participant can benefit from an ESAt before referring them for an ESAt Appointment.

If the Provider decides an ESAt is not required, then they must select the button 'Withdraw need for ESAt' in the Job Seeker Snapshot to change the Job Seeker Snapshot status to 'Active'.

A referral for an ESAt must be of genuine benefit to the Participant and should generally not be completed for the Participant if:

- they have a valid ESAt (i.e., submitted within the past 2 years) and the assessed level of work capacity has not changed
- their identified barriers will not/do not have a significant long-term impact on the Participant's ability to work or participate in other activities, including Workforce Australia Services
- their identified barriers are being actively addressed by the Provider or another provider of appropriate services (e.g. a state government or community sector provider and/or Services Australia)

- an ESAt referral is not likely to result in a change to the Participant's Services or their currently assessed work capacity e.g. because there has not been a significant change in the Participant's barriers or medical conditions or there is no medical evidence available and the Participant will not benefit from further assessment, or
- they are expected to be exempt from Mutual Obligation Requirements for an extended period and are unlikely to benefit from further Assessment while the exemption is current.

A Provider may adjust a Participant's Mutual Obligation Requirements to reflect a short-term or temporary change in circumstances in certain situations, such as an injury or temporary medical condition.

See the [Job Plan and Mutual Obligation Requirements Chapter](#) for further information.

#### 4.4.1. How to refer a Participant for an ESAt

The FOCUS response team at Services Australia manages all ESAt appointment times.

To book an urgent appointment for a vulnerable Participant, the Provider should contact the FOCUS team directly on 1800 110 608.

In all other cases, Providers must email the Services Australia FOCUS Response Team to request an ESAt appointment via [FOCUS.RESPONSE.TEAM@servicesaustralia.gov.au](mailto:FOCUS.RESPONSE.TEAM@servicesaustralia.gov.au)

The FOCUS Response Team will determine whether an ESAt is required and will contact the Participant and attempt to complete the ESAt over the telephone.

If the ESAt cannot be completed immediately, the FOCUS Response Team will book an ESAt appointment, and the FOCUS team will notify the Participant.

**Note:** Providers need to ensure medical evidence is available for the assessment before requesting an ESAt through the FOCUS Response Team.

The Department of Social Services (DSS) is responsible for arranging an ESAt for a Pre-release Prisoner. Corrective services need to approve the Referral for an ESAt. Refer to [the Pre-release Prisoners Chapter](#).

#### 4.4.2. Medical evidence needed for the ESAt referral

Prior to referring the Participant for an ESAt, the Provider must confirm that the Participant has appropriate medical evidence supporting their condition(s). If no medical evidence is available to support a Participant's identified condition, the Provider should ask the Participant to obtain this and assist where required.

Appropriate medical evidence can include:

- a Services Australia medical certificate
- a standard general practitioner medical certificate
- a specialist medical report
- a hospital/outpatient's report
- a psychologist's report (by a certified/registered psychologist)
- a special school report (IQ report for people with intellectual disability)
- x-rays and related reports

- psychometric test results
- prescription medication
- reports from community services and organisations (for example, drug and alcohol support services).



The [Verification of medical conditions form \(SU684\) - Services Australia](#) should be given to the Participant for their treating doctor to complete. The completed form provides appropriate information to assess medical conditions for an ESAt. Providers should encourage Participants to upload medical evidence to Services Australia online through either their Centrelink online account or the Express Plus Centrelink mobile app if not already uploaded through Health Professional Online Services (HPOS) by their healthcare professional. The Provider does not need to retain medical evidence to justify an ESAt referral, unless presented by the Participant to have on their record for other purposes such as a Change of Circumstances Reassessment.

#### 4.4.3. Preparing the Participant for the ESAt

When a Provider refers a Participant to an ESAt appointment the Provider must advise the Participant of the following:

- the reason for the ESAt
- that the ESAt is an interview to assess their work capacity and their eligibility for specialist employment services assistance
- that attending the appointment is compulsory and they are to contact the Services Australia assessor at least 24 hours before the appointment time if they cannot attend
- the importance of disclosing all of their barriers to employment at the ESAt appointment
- the importance of providing medical evidence via their Centrelink account prior to the appointment and the steps they will need to take to gather the medical evidence
- they may have a support person present to assist them.

#### 4.4.4. ESAt outcomes

Should the ESAt result in the Participant no longer being serviced by the Provider, for example the Participant is referred to Disability Employment Services or no longer required to Participate in Employment Services, the Provider will see this exit on Workforce Australia Online for Providers in Servicing and Eligibility.

An ESAt report will capture the Participant's:

- medical conditions
- barriers to employment
- recommended interventions
- current baseline work capacity
- future work capacity with intervention
- recommended Service.

The Provider must take account of the recommendations for interventions made by the Services Australia assessor in the ESAt report – working with the Participant to reflect their capacity when setting their Mutual Obligation Requirements, and in tailoring their services.

See [Job Plan and Mutual Obligation Requirements Chapter](#) for further information.

## Requesting a review of the ESAt report

A Provider may contact Services Australia to request a review of the ESAt if new information is made available or if the Provider believes an error has been made, provided it is within 28 calendar days of the ESAt report being submitted.

The Provider will need to justify the review with supporting evidence. If the Services Australia assessor does not agree to change their referral recommendation, the Provider must accept the assessor's decision as final.

A Participant can also contact Services Australia directly to discuss the decision with a Service Officer and hear about their options to request an explanation or apply for a formal review of the decision.

### 4.4.5. Releasing the ESAt report to the Participant

The ESAt report may be released to a Participant except where Services Australia has indicated in the report that it contains information that may be prejudicial to the Participant's health. In this circumstance, the Participant has the option of requesting the report through the Department's Corporate Legal team, email: [foi@dese.gov.au](mailto:foi@dese.gov.au).

Additional information regarding disclosure of information and privacy considerations can be found in [Part A Guidelines: Privacy Chapter](#).

## Chapter 5. Provider Payments and Vacancies

### Supporting Documents for this Chapter:

- [Calculating the rate reduction for Pre-Existing Employment Supporting Document](#)
- [Manual Claim Provider Advice](#)
- [Progress Payment Review template](#)

### 5.1. Chapter Overview

The Workforce Australia Employment Services Provider payment model recognises Providers will be servicing the most disadvantaged Participants and will need to invest in them if they are to secure long-term employment. The payment model has been designed to incentivise personalised support and outcomes for those hardest to help, and to support Provider viability.

The payments covered in this Chapter are:

- Upfront Payments to support early intervention through:
  - Engagement Payments on a Participant's initial Commencement into Services, and
  - Transfer Payments when a Participant Commences with a Provider having previously Commenced with another Workforce Australia Employment Services Provider, including where they are returning from another employment service.
- Progress Payments where a Participant's job readiness has improved through participation in education, vocational and non-vocational activities, and work placements including paid work that does not result in an Employment Outcome.
- Employment Outcome Payments upon achievement of 4, 12 and 26 Week Employment Outcomes.
- Harvest Work Outcomes upon achievement of 4, 12 and 26 Weeks in Harvest Work.
- Very Long Term Unemployment (VLTU) Bonus paid in addition to 12 and 26 Week Employment Outcomes and Harvest Work Outcomes for Participants unemployed longer than 24 months.

**Note:** All Provider payment amounts in this Guideline are inclusive of GST.

### 5.2. Upfront Payments

#### 5.2.1. General

An Upfront Payment will be available once per Provider for each Participant in a Period of Unemployment<sup>3</sup>. Upfront Payments include Engagement Payments and Transfer Payments.

(Deed Reference(s): Clause 154)

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<sup>3</sup> The Department's IT Systems will determine a Period of Unemployment has ended when the Participant Exits employment services for longer than 13 consecutive weeks.

### 5.2.2. Engagement Payments

An Engagement Payment of \$1,200 will be paid once during a Participant's Period of Unemployment upon their initial Commencement in Services, except for Transitioned Participants from jobactive or the New Employment Services Trial (NEST).

The Engagement Payment will be paid automatically by the Department's IT Systems once the Provider has Commenced the Participant in Services, and the Participant's Income Support Payment has been granted. For Directly Registered Participants, the Engagement Payment will be paid automatically on Commencement.

No further Engagement Payments will be payable during the Participant's same Period of Unemployment. This includes where a Participant transfers between Workforce Australia Services or between Other Services such as Workforce Australia – Transition to Work or Workforce Australia Online. Where a Participant Exits and returns to Services within 13 consecutive weeks, a new Engagement Payment will not be payable.

### Engagement Payments for Transitioned Participants

Where a Participant Commences in Services up to and including 30 June 2023, having transitioned from either jobactive or the NEST, an Engagement Payment of \$600 will be paid. From 1 July 2023, the Engagement Payment amount for Participants still transitioning from jobactive or NEST will be \$1,200, the same as that paid for other Participants newly Commenced in Services.

### 5.2.3. Transfer Payments

A Transfer Payment of \$600 is paid when a Provider Commences a Participant who has previously been Commenced in Workforce Australia Services. This includes where the Participant has transferred from another Provider, or who is returning within the same Period of Unemployment to Workforce Australia Services from Other Services or Workforce Australia Online.

There is no limit on the number of Transfer Payments that can be made in respect of a Participant Commencing with a Provider who has not provided Services to them before, nor on the number of times a Participant can transfer. However, a Provider is only eligible for one Upfront Payment (either an Engagement Payment or Transfer Payment) for each Participant per Period of Unemployment. Hence, if a Participant transfers off a Provider's Caseload and then transfers back within the same Period of Unemployment, the Provider is not eligible for another Upfront Payment.

**Example:** where a Participant Commences with Provider A (who receives an Engagement Payment), transfers to Provider B (who receives a Transfer Payment) and later transfers back to Provider A, all in the same Period of Unemployment, there is no new Upfront Payment for Provider A.

Where the same Participant leaves Workforce Australia Services and returns to Workforce Australia Services within the same Period of Unemployment:

- a) If the Participant returns to Provider A, there is no further payment for Provider A, who has already received an Engagement Payment.
- b) If the Participant is Referred to Provider B, there is no further payment for Provider B, who has already received a Transfer Payment.

c) If the Participant Commences with a different Provider, a Transfer Payment is payable to that Provider.

Where a Participant has Exited employment services and recommences outside the allowable break period of 13 consecutive weeks, a new Period of Unemployment starts and an Upfront Payment will be available to the Provider, even where they have previously serviced the Participant.

#### 5.2.4. Scaling of Upfront Payments

Engagement Payments will be scaled in the 6 months prior to the end of a Licence when a Provider will cease to deliver services. Instead of \$1200, the Engagement Payment will be:

- \$600 on the Commencement of a new Participant when 4 to 6 months of the Licence remains, and
- \$300 when a new Participant Commences during the final 3 months of the Licence.

Transfer Payments will also be scaled in the 6 months prior to the end of a Licence, with \$300 payable on the Commencement of a transferred Participant between 4 and 6 months from the end of the Licence and \$150 payable on Commencement during the final 3 months of the Licence.

If scaling applies, the Department's IT Systems will automatically adjust the value of the Upfront Payment, and no further action is required of the Provider.

When a Participant is Commenced in the Department's IT Systems the Upfront Payment is made automatically and a Recipient Created Tax Invoice is automatically generated.

If a Provider has previously received a scaled Upfront Payment for a Participant, and the Participant subsequently Commences with them in a situation that would usually allow a full Upfront Payment, the Department will make a top-up payment of the difference.

Top-up payments will be made based on the original payment that was scaled. For example, if the payment that was scaled was a Transfer Payment of \$600 (scaled to \$150), the top-up payment will be \$450.

**Example:** Consider a Provider who has a licence in 2 regions, Region A and Region B. In Region A, the Provider will be ceasing to deliver Services in 5 months, and Upfront Payments have been scaled by 50 per cent. The Provider is continuing to deliver Services in Region B.

A Participant Commences in Region A with the Provider (having not previously been Commenced in Workforce Australia Services), triggering an Engagement Payment of \$600 (50 per cent of the full rate). They later transfer to Region B, with the same Provider. As Upfront Payments are not being scaled in Region B, the Provider receives a top-up payment of \$600 to bring them up to the full amount of the Engagement Payment.

### 5.3. Progress Payments

Progress Payments are payable for demonstrable improvement in a Participant's employment prospects through the provision of intensive, tailored services. Progress Payments recognise the



investments made to get Participants job-ready, including efforts to reduce or remove Vocational or Non-vocational Barriers.

(Deed Reference(s): Clause 157)

### 5.3.1. Eligibility for Progress Payments

Progress Payments are available to claim when the Participant's circumstances have been changed during participation in Workforce Australia Services such that they are more prepared to gain and maintain Employment. There are a number of ways a Participant may demonstrate progress towards Employment:

- duration or attainment within a course of study, such as participating for 6 months, completing a minimum benchmark qualification, or demonstrating advancement (see [Progress Payments for undertaking Education](#))
- successfully completing the requirements of 2 or more Activities or interventions that build work readiness through work-like Activities or that address Vocational or Non-vocational Barriers (see [Progress Payments for undertaking Activities](#)),
- successfully completing an Activity that provides a pathway to employment (see [Progress Payments for completing a pathway to employment](#)), or
- the Participant has completed a number of non-vocational interventions, the Provider considers the Participant has made progress towards Employment, and the Participant agrees and verifies this (see [Progress Payment Review](#)).

Participation in a Work for the Dole activity undertaken to meet the Mandatory Activity Requirement cannot be counted towards the Progress Payment, however it may be counted in some other circumstances (please see the Work for the Dole row in Table 5-B for more information).



Providers must upload the required Documentary Evidence in the Progress Payment screen of the Department's IT Systems at the time of claiming the Progress Payment.

### Availability to claim

The Progress Payment is available to claim once in each 24 month Progress Payment Period the Participant is in Workforce Australia Services. The availability of the Progress Payment resets after each 24 months Period of Service, not 24 months after the previous Progress Payment was claimed. For example, if a Progress Payment is claimed after 18 months, the next Progress Payment will be available 6 months later, after the Participant reaches 24 months in service.

The Progress Payment can only be claimed once in each 24 month Progress Payment Period, even where the Participant transfers between Providers or completes further Activities or interventions before the next Progress Payment Period begins.

The milestone date determines which period a Progress Payment falls in. This is the date the requirements to attract a Progress Payment have been met. Generally, this is the date the Participant completed an Activity or intervention but will vary based on the type of intervention.

Providers are able to claim a Progress Payment up to 28 days from when a Participant Exits or Transfers off their caseload (noting the milestone date must be on or before the date the Participant Exits or Transfers).

All Personnel must complete the [Workforce Australia - Progress Payments](#) training module before lodging a claim for Progress Payments in the Department's IT Systems. The training module is available through the Learning Centre.

(Deed Reference(s): Clause 56.3, 157)

## Payment if a Participant Transfers

Where a Participant meets the requirements for a Progress Payment by completing 2 Activities or interventions with different Providers, the Progress Payment will be payable to the Provider that is servicing the Participant when they complete the second Activity or intervention.

When a Participant transfers after completing the requirements for a Progress Payment (i.e. the milestone date occurred while the Participant was on the relinquishing Provider's caseload), the relinquishing Provider must enter a claim for a Progress Payment within 28 calendar days from the date of transfer if not already claimed prior to the transfer. The relinquishing Provider will not be able to make a claim for the Progress Payment after 28 calendar days after transfer.

If the milestone date occurs after the date of transfer, including within this 28 day period, the Progress Payment is payable to the gaining Provider where the Participant is Commenced on the gaining Provider's caseload on the milestone date. The gaining Provider will not be able to enter a claim until 28 days after the date of Transfer to allow time for the relinquishing provider to enter any claims for a Progress Payments with the milestone dates prior to the Transfer.

### 5.3.2. Progress Payments for undertaking Education

The Progress Payment for undertaking Education recognises the importance of Education in improving the job readiness and employability of Participants.

Providers may claim a Progress Payment where a Participant:

- participates full-time for 26 consecutive weeks in, or attains, a Certificate III or higher qualification, or
- makes progress in the Adult Migrant English Program (AMEP) and/or Skills for Education and Employment (SEE) as defined in [Table 5-A](#).

Education may include distance learning, online or self-paced study methods.

The following table sets out the requirements and Documentary Evidence to claim an Education Progress Payment.

**Table 5-A: Requirements and Documentary Evidence for Education (one Education activity is required to claim a Progress Payment)**

Education Activity	Requirements	Evidence
<b>Accredited Education</b>	<p>26 consecutive weeks full-time participation in, or attainment of:</p> <ul style="list-style-type: none"> <li>• a Certificate III course or higher qualification. A higher qualification includes a Diploma, Advanced Diploma, Associate Degree or Bachelor Degree, or University Bridging Course (provided the University Bridging Course meets the additional requirements of being delivered by an Australian University or Registered Training Organisation); and for an attainment outcome the course is a minimum of 12 weeks duration, or</li> <li>• Year 12.</li> <li>• The 26-week period for participation in Education includes scheduled breaks in study as calculated by the training institution (i.e. term or semester breaks).</li> <li>• Self-Employment Assistance Small Business Training comprising completion of a Certificate III or Certificate IV in Entrepreneurship and New Business. Completion of a skill set through Self-Employment Assistance that does not result in a Certificate III or IV does not meet the Education requirements for a Progress Payment, but may be counted as a Vocational Intervention towards a Progress Payment for undertaking Activities.</li> </ul>	<p>Record the Activity ID in the Progress Payment screen in the Department’s IT Systems.</p> <p>Upload Documentary Evidence in the form of either:</p> <ul style="list-style-type: none"> <li>• a copy of the qualification or a statement of attainment issued by the Registered Training Organisation (RTO) or Education institution showing the qualification achieved, the Participant’s name, details of the RTO or Education institution; or</li> <li>• confirmation from the RTO or Education institution that the course is full-time study as defined by the RTO or Education institution and that the Participant is still participating in the course 6 months after commencement. This may be in the form of correspondence from the RTO or Education institution, a certificate of attainment, an academic transcript or extract.</li> </ul>
<b>Adult Migrant English Program (AMEP)</b>	<p>Providers can claim a Progress Payment where:</p> <ul style="list-style-type: none"> <li>• an AMEP Participant achieves a Statement of Attainment as part of participating in AMEP; or</li> <li>• the Participant has participated in AMEP for 6 months.</li> </ul>	<p>Record the Activity ID in the Progress Payment screen in the Department’s IT Systems.</p> <p>Upload Documentary Evidence in the form of either:</p>

Education Activity	Requirements	Evidence
		<ul style="list-style-type: none"> <li>• a copy of the Statement of Attainment (Statements of Attainment are available with the Unique Student Identifier (USI) through the USI website<sup>4</sup> or the Provider can contact the RTO for documentation); or</li> <li>• written confirmation from the AMEP provider acknowledging participation for at least 6 months. The confirmation can be in any format (e.g. email exchange) but must include the Participant's start date and end date or the start date and acknowledgment that the Participant is still undertaking AMEP. Note, Providers should, where possible, include any relevant dates in the request to AMEP providers to confirm rather than requesting this information. An AMEP provider is not required to provide specific hours and/or days attended by the Participant.</li> <li>•</li> </ul>
<p><b>Skills for Education and Employment (SEE)</b></p>	<p>Providers can claim a Progress Payment where:</p> <ul style="list-style-type: none"> <li>• a SEE Participant has participated in SEE for 6 months, or</li> <li>• the participant achieves advancement in at least one level of a Core Skill in the Australian Core Skills Framework (ACSF) as part of participating in SEE.</li> </ul>	<p>Record the Activity ID in the Progress Payment screen in the Department's IT Systems.</p> <p>Upload Documentary Evidence that shows the Participant has participated for at least 6 months or has achieved advancement in at least one level of an ACSF Core Skill, i.e. Learning, Reading, Writing, Oral Communication, Numeracy and/or Digital Skills.</p>

<sup>4</sup> <https://www.usi.gov.au>

Education Activity	Requirements	Evidence
		<ul style="list-style-type: none"> <li>• This applies to advancement in levels 1 through to 5 in the ACSF and within Pre Levels A and B outlined in the framework’s Pre Level 1 supplement.</li> <li>• Advancement to the next level in all indicators of an individual Core Skill must be demonstrated, noting that in some cases, the indicators may span more than one level.</li> </ul> <p>The Documentary Evidence can be in the form of:</p> <ul style="list-style-type: none"> <li>• a statement from the SEE provider including the dates the Participant was participating in SEE or that they are continuing in SEE; or</li> <li>• a statement from the SEE provider detailing the advancement(s) the Participant has achieved in terms of level(s), such as via email or in the “Additional comments” section of the SEE/AMEP Capability Guide; or</li> <li>• a copy of the Client Training Profile Report completed by the SEE Provider, indicating progress achieved. Information in the Client Training Profile Report is available on the <a href="#">SEE page</a>.</li> </ul>

### 5.3.3. Progress Payments for undertaking Activities

Providers may claim a Progress Payment when a Participant completes 2 approved Activities or interventions across 3 categories:

- work placements,
- vocational interventions, or
- non-vocational interventions.

Only one vocational intervention can be used for this purpose.

The Progress Payment for completion of Activities or interventions recognises the importance of addressing barriers to employment and must be appropriate to a Participant's individual needs. The Progress Payment is not intended to be paid for participation in activities, but for progress towards Employment.

When claiming a Progress Payment based on approved Activities or interventions, the Provider is required to assess whether the Participant's circumstances have changed such that they are now closer to finding Employment or being ready to find Employment. For example, the Participant has more work experience, additional skills or relevant qualifications, or has addressed a barrier to their Employment. Paid Employment is not required to be the next step. For example, undertaking a non-vocational intervention may mean the Participant is now capable of undertaking training or a work experience placement.

The following tables provide a list of the activities and interventions that could count towards the Progress Payment, including the requirements or principles for each intervention type, and the type of evidence that might be used to substantiate the claim. These are intended to guide Providers in making the decision that progress towards Employment has been achieved; however, these are not intended as rigid requirements where they are not appropriate for the individual Participant.

Some reasons a Provider might determine that alternative or reduced requirements should apply might include:

- Where the Participant has multiple or severe barriers to employment. For example, one week of paid work might be a significant achievement for a particularly disadvantaged Participant, whereas this would not be the case for a more job-ready Participant.
- Where an Activity has been a success for the Participant, despite a very short period. For example, if a Participant undertook work experience in a new industry, found it beneficial and is now enrolled in a related training Activity to secure Employment in that industry.
- A Participant with a history of not participating in Activities or compliance action actively engages in an Activity for a substantial portion of its running time. Even though the Participant might not complete the Activity, undertaking a substantial portion may constitute progress if previously they would not have participated.

The requirements and evidence are intended to be flexible, and alternative evidence can be used at the Provider's discretion.

## Progress Payments based on work placements

**Table 5-B: Requirements and Documentary Evidence for work placements**

Activity/Intervention	Requirements	Evidence
<b>Defence Reserves</b>	The Participant has undertaken training or service with the Australian Defence Force Reserves for at least 2 weeks.	Record the Activity ID in the Progress Payment screen in the Department's IT Systems.  Upload a copy of the signed training notice, training signal, notice of annual camp or equivalent.
<b>Local Jobs Program Activity</b>	The Participant successfully participates in and/or completes the Local Jobs Program Activity, as part of the Local Jobs Program, of at least 2 weeks in accordance with the rules in place for the Activity.	Record the Activity ID in the Progress Payment screen in the Department's IT Systems.  Confirmation that the Participant participated in the project for at least 2 weeks. This may be in the form of attendance hours recorded on the system, a Participant's declaration of their attendance for the purposes of PBAS or where these are not available, written confirmation directly from the Local Jobs Program Activity Host where the Provider is the Local Jobs Program Activity Partner or through the Local Jobs Program Activity Partner if that is another Provider.
<b>Observational Work Experience</b>	Undertake Observational Work Experience which lasts for at least 2 weeks. The Participant must participate for the period and weekly hours as agreed in the Host Agreement.	Record the Activity ID in the Progress Payment screen in the Department's IT Systems.

Activity/Intervention	Requirements	Evidence
		<p>Upload written confirmation from the Host Organisation that the Participant participated in the placement for the required duration. Confirmation can be in the form of a letter or email, and must include:</p> <ul style="list-style-type: none"> <li>• details uniquely identifying the specific placement (such as the Activity ID, or details of the Participant and placement dates), and</li> <li>• Host Organisation's name and ABN</li> </ul>
<p><b>Other Government programs (e.g. Indigenous Skills and Employment Program)</b></p>	<p>Undertaking a local, state or federal government program with an employment focus. The Participant must complete the program in accordance with the program's rules.</p> <p>If the other Government program does not have a measure of completion, the Provider must determine whether it has led to progress towards Employment for the Participant.</p>	<p>Record the Activity ID in the Progress Payment screen in the Department's IT Systems.</p> <p>Record comments indicating why the other Government program was required for the Participant, what the program rules are and how the Provider has determined it was successful.</p>
<p><b>Paid work that is not eligible for an Employment Outcome</b></p>	<p>The Provider must determine the paid work placement was meaningful to the Participant and has increased their likelihood of finding sustainable Employment. As a guide, a job that lasts 4 weeks would increase the likelihood of a typical Participant securing Employment, however for a Participant with significant</p>	<p>Upload Documentary Evidence that demonstrates the Participant is in paid work, such as pay slips.</p> <p>Record comments describing how the Employment has substantially increased the likelihood of securing further Employment.</p>



Activity/Intervention	Requirements	Evidence
	<p>barriers or very limited work history, a shorter work placement may be appropriate if it is successful.</p> <p>Employment that is eligible to trigger an Employment Outcome cannot be counted towards the Progress Payment, even if the Employment Outcome has not been claimed. Employment the Participant is already undertaking on Commencement with the Provider cannot be counted towards the Progress Payment unless the Participant has either transferred providers or transitioned to Workforce Australia Services during the paid work placement.</p>	
<p><b>Voluntary Work</b></p>	<p>Participate in Voluntary Work which lasts for at least 4 weeks.</p>	<p>For Provider Sourced Voluntary Work, record the Activity ID in the Progress Payment screen in the Department's IT Systems.</p> <p>For Participant Sourced Voluntary Work, record comments in the Progress Payment screen in the Department's IT Systems describing the Voluntary Work undertaken, that it was sourced by the Participant and the time period.</p> <p>Upload written confirmation from the Host Organisation that the Participant participated in the placement for the required duration.</p>

Activity/Intervention	Requirements	Evidence
		<p>Confirmation can be in the form of a letter or email, and must include:</p> <ul style="list-style-type: none"> <li>• details uniquely identifying the specific placement (such as the Activity ID, or details of the Participant and placement dates), and</li> <li>• Host Organisation's business name and ABN.</li> </ul>
<p><b>Work for the Dole</b></p>	<p>Participation in a Work for the Dole activity undertaken to meet the Mandatory Activity Requirement cannot be counted towards the Progress Payment.</p> <p>Work for the Dole that is undertaken at another point, following consideration by the Provider that Work for the Dole would be a valuable intervention for the Participant to make them more likely to gain Employment, can be counted towards the Progress Payment, provided the Participant undertakes Work for the Dole for at least 8 weeks.</p>	<p>Record the Activity ID in the Progress Payment screen in the Department's IT Systems.</p>
<p><b>Workforce Specialist Project</b></p>	<p>The Participant successfully completes the individual Workforce Specialist Project in accordance with the rules in place for the project.</p>	<p>Record the Activity ID in the Progress Payment screen in the Department's IT Systems.</p>

Activity/Intervention	Requirements	Evidence
	The Department will determine whether the Workforce Specialist Project can be counted towards the Progress Payment as a Work Placement during the co-design stage of the relevant project and communicate this information on the Provider Portal.	

### Progress Payments based on vocational interventions

**Table 5-C: Requirements and Documentary Evidence for vocational interventions**

Activity/Intervention	Requirements	Documentary Evidence
<b>Career Transition Assistance (CTA) completion</b>	<p>The Participant completes the CTA Course in accordance with the CTA requirements.</p> <p>The Participant must achieve at least 80 per cent attendance over the CTA course.</p>	<p>Record the Activity ID in the Progress Payment screen in the Department’s IT Systems.</p> <p>Providers are not required to record evidence the Participant achieved 80 per cent attendance as the Department can verify this.</p>
<b>Employability Skills Training (EST) completion</b>	<p>The Participant completes one or both EST Courses in accordance with the EST requirements.</p> <p>Providers can determine whether, for an individual Participant, completion of one or both Training Block 1 Course or/and Training Block 2 Course of EST may be sufficient depending on the Participant’s circumstances.</p>	<p>Record the Activity ID in the Progress Payment screen in the Department’s IT Systems.</p> <p>Providers are not required to record evidence the Participant achieved 80 per cent attendance as the Department can verify this.</p>

Activity/Intervention	Requirements	Documentary Evidence
	The Participant must achieve at least 80 per cent attendance over the EST Course.	
<b>Language, Literacy and Numeracy training completion ((other than those that meet the Education requirements in Table 5.1)</b>	Completion of an accredited Language, Literacy and Numeracy course at any level can be counted as one intervention for the Progress Payment if Language, Literacy or Numeracy is a barrier for the Participant.	Record the Activity ID in the Progress Payment screen in the Department’s IT Systems. Upload evidence the Participant completed the course (e.g. a statement of attainment, academic transcript or certificate).
<b>Non-Government Programs</b>	<p>Undertaking a Non-Government Program (NGP) approved by the Department (in accordance with the arrangements detailed in the <a href="#">Other Activities Chapter</a>) for at least a 2 week period. The Participant must complete the program in accordance with the program’s rules.</p> <p>If the NGP does not have a measure of completion, the Provider must determine whether it has led to meaningful progress towards Employment for the Participant.</p>	<p>Record the Activity ID in the Progress Payment screen in the Department’s IT Systems.</p> <p>Record comments when claiming the Progress Payment indicating why the NGP was required for the Participant and why it was successful.</p>
<b>Self-Employment Assistance Small Business Training</b>	Participant enrolls in and completes at least one of the accredited units of competency available through Small Business Training.	<p>Record the Activity ID in the Progress Payment screen in the Department’s IT Systems.</p> <p>Upload evidence the Participant completed the qualification (e.g. a statement of attainment, academic transcript or certificate).</p>
<b>Self-Employment Assistance Exploring Self-Employment Workshops</b>	Participant completes an Exploring Self-Employment Workshop.	Record the Activity ID in the Progress Payment screen in the Department’s IT Systems.

Activity/Intervention	Requirements	Documentary Evidence
<p><b>Skill based qualification completion (other than those that meet the Education requirements in Table 5-A)</b></p>	<p>The Participant completes a qualification (e.g. a Certificate II course) that is less than a Certificate III, one or more units of a qualification, or non-accredited training (such as Barista Training, software training or food safety training).</p> <p>The course is linked to a work placement (including a vacancy the Participant applies for) or is directly relevant to the industry the Participant is seeking work in.</p>	<p>Record the Activity ID in the Progress Payment screen in the Department’s IT Systems.</p> <p>Upload evidence the Participant completed the qualification (e.g. a statement of attainment, academic transcript or certificate).</p> <p>Record comments when claiming the Progress Payment outlining the work placement, vacancy or industry the qualification is linked to and why it is relevant for the Participant.</p>
<p><b>Workplace certification completion</b></p>	<p>The Participant completes and is awarded the certification.</p> <p>The certification is linked to a work placement (including a vacancy the Participant applies for) or is directly relevant to the industry the Participant is seeking work in (e.g. obtaining a White Card where the Participant is seeking work in the construction industry).</p>	<p>Record the Activity ID in the Progress Payment screen in the Department’s IT Systems.</p> <p>Upload evidence the Participant achieved the certification, such as a copy of the certificate or licence itself, or confirmation from the body that issued the certificate.</p> <p>Record comments when claiming the Progress Payment outlining the work placement, vacancy or industry the certification is linked to and why it is relevant for the Participant.</p>

## Progress Payments based on non-vocational interventions

Table 5-D: Requirements and Documentary Evidence for non-vocational interventions

Activity/Intervention	Requirements	Documentary Evidence
<p><b>Drug and alcohol program</b></p> <p><b>Treatment for behavioural addictions (e.g. gambling)</b></p> <p><b>Counselling and mental health program</b></p> <p><b>Medical/health related interventions</b></p> <p><b>Obtaining stable housing</b></p> <p><b>Addressing barriers associated with caring responsibilities</b></p> <p><b>Addressing financial instability/difficulty</b></p>	<p>The Participant has undertaken and completed a non-vocational intervention to address a barrier that is impacting their ability to gain and sustain Employment.</p> <p>The intervention has changed the Participant's circumstances such that they have made progress towards Employment. For example, previously all efforts were related to treating the Participant's barrier, but now they are able to participate in other interventions (e.g. treating a different Vocational or Non-vocational Barrier), a work placement or job search.</p> <p>If the Participant has not completed an intervention, but their circumstances have changed such that they have made Progress towards Employment, a <a href="#">Progress Payment Review</a> should be conducted.</p>	<p>Record the Activity ID in the Progress Payment screen in the Department's IT Systems.</p> <p>Upload evidence or record comments to demonstrate the Participant has/had a barrier, and the non-vocational intervention to address that barrier has been undertaken and completed.</p> <p>This may include:</p> <ul style="list-style-type: none"> <li>• Evidence from an Assessment (including an Employment Services Assessment or Job Seeker Classification Instrument) showing the Participant is affected by a barrier.</li> <li>• Evidence from a doctor, counsellor or rehabilitation provider (e.g. invoices for services or a letter of acceptance into a program) voluntarily supplied by the Participant.</li> <li>• Medical evidence voluntarily supplied by the Participant.</li> <li>• Recording the Employment Fund Commitment ID in comments, where payment was through the Employment Fund and Documentary Evidence is already held to substantiate that claim.</li> </ul>

Activity/Intervention	Requirements	Documentary Evidence
		<ul style="list-style-type: none"> <li>• Evidence of attendance (e.g. the Participant reporting their attendance for activities scheduled in the diary).</li> <li>• A statement from the Participant they undertook the intervention.</li> </ul>
<p><b>Addressing transport access issues (e.g. driver's licence)</b></p>	<p>The Participant previously had a transport barrier that has been addressed such that the Participant is now able to access Employment and/or study opportunities. For example, organising driving lessons alone is not sufficient; the barrier to accessing transport must be addressed by gaining a licence.</p> <p>Assisting a Participant with work-related licensing (e.g. a heavy vehicle licence), should be considered a vocational intervention and recorded as Workplace Certification.</p>	<p>Upload evidence in the Progress Payment screen in the Department's IT Systems indicating the nature of the transport barrier and how it has been addressed. For example, a copy of the Participant's new driver's licence and comments they have access to a vehicle to get to work.</p>

#### 5.3.4. Progress Payments for completing a pathway to Employment

Activities that provide a full pathway towards Employment can be used to claim a Progress Payment on its own. While these activities would usually result in a job placement, they can still be used to claim the Progress Payment where a job placement does not eventuate if the Participant successfully completes the Activity (for example, because the business is no longer operating or the job is no longer suitable for the Participant).

**Table 5-E: Pathway to Employment Activities**

Activity/Intervention	Requirements	Documentary Evidence
Workforce Specialist Project	<p>The Participant successfully completes the individual Workforce Specialist Project in accordance with the rules in place for the project.</p> <p>For Workforce Specialist Projects, the Department will determine whether it can be counted towards the Progress Payment as a pathway to Employment activity during the design stage, and will communicate this information on the Provider Portal.</p>	Record the Activity ID in the Progress Payment screen in the Department’s IT Systems.
Launch into Work	The Participant successfully participates in and/or completes the Launch into Work Project.	Record the Activity ID in the Progress Payment screen in the Department’s IT Systems and upload evidence from the Departmental Launch into Work Program Team (confirming the job seeker has participated and/or completed the Project).



### 5.3.5. Progress Payment Review

For some Participants with Non-vocational Barriers, it may be possible to demonstrate progress towards Employment without actually completing interventions. For example, a Participant may participate in treatment for a substance abuse addiction and successfully stabilise their circumstances such that they are now able to look for work, however as their addiction is an ongoing challenge, they continue to attend a support group. In this case, although the Participant has not *completed* an intervention, their circumstances have materially changed and they are more prepared to look for, gain and maintain Employment.


For Participants in this circumstance, the Provider can undertake a Progress Payment Review. The Progress Payment Review has 3 components:

1. considering the Participant's initial circumstances,
2. the intervention(s) undertaken, and
3. the change in the Participant's circumstances following the intervention(s) that has increased their capacity to look for and gain Employment.

To undertake a Progress Payment Review, the Provider must complete the [Progress Payment Review template](#) capturing these 3 elements. As the Progress Payment Review is an inherently subjective undertaking, an important consideration is that the Participant agrees they have made progress towards Employment, which must be documented as part of the Progress Payment Review.

In completing the Progress Payment Review, the Provider must include evidence to show the interventions undertaken and how the Participant's circumstances have changed. Examples of evidence a Provider might use are provided below. This is not an exhaustive list and Providers may use one or more of these, or may have alternative evidence that is more appropriate, taking into account any sensitivities for the Participant.

- The results of an assessment such as the JSCI, a Capability Assessment or Interview, an ESAT or an assessment completed by the Provider, demonstrating improvement in the Participant's circumstances.
- Medical evidence voluntarily supplied by the Participant.
- Observations of changes in the Participant's behaviour or demeanour, where these improve job readiness and employability.
- Recording the Activity ID of the Activity/intervention.
- Recording the Employment Fund Commitment ID, where payment was through the Employment Fund and Documentary Evidence is already held to substantiate that claim.
- Evidence from a doctor, counsellor or rehabilitation provider (e.g. invoices for services or a letter of acceptance into a program) voluntarily supplied by the Participant.
- Evidence of supports made available to the Participant to assist with caring responsibilities.
- Evidence of attendance (e.g. the Participant reporting their attendance for activities scheduled in the diary).
- A statement from the Participant that they undertook the intervention(s).
- Evidence the Participant is now participating, or participating to a greater degree or more successfully, in other Vocational or Non-vocational activities, work placements or job search.

 The Progress Payment Review must be completed in full by the Provider and agreed by the Participant. The Participant's agreement can be documented by them countersigning the Progress Payment Review or provided electronically (e.g. an email acknowledgement). The completed Progress Payment Review must be uploaded in the Department's IT Systems when claiming the Progress Payment.

## 5.4. Employment Outcome Payments

Providers may claim Employment Outcomes when a Participant they are servicing achieves Employment, Unsubsidised Self-Employment, an apprenticeship or traineeship, or self-employment by accessing Self-Employment Assistance Small Business Coaching. This includes Employment sourced through another Workforce Australia Employment Services Provider, Workforce Specialist, CTA or EST Provider.

Providers may claim Harvest Work Outcomes or Employment Outcomes where a Participant they are servicing is placed in Harvest Vacancies by Harvest Trail Services (HTS) Providers and satisfies the required hours of eligible Harvest Work for 4, 12 or 26 weeks.

(Deed Reference(s): Clauses 155 and 156, Annexure B1 – Payments and Employment Fund Credits, Annexure B2 - Outcomes)

### 5.4.1. Employment Outcome Payments

#### Calculation of Outcome Rate

The Department's IT Systems will automatically calculate the correct payment rate to apply where a Participant achieves an Employment Outcome.

The amount of the Employment Outcome paid will depend on:

- the duration of the Employment Outcome (4, 12 or 26 weeks),
- whether a Full or a Partial Outcome is achieved, and
- the Participant's JSCI score at the time of the Job Placement Start Date or Self-Employment Assistance Commencement.

A Very Long Term Unemployment (VLTU) Bonus is paid automatically by the Department's IT Systems on top of the 12 and 26 Week Employment Outcome Payment if a Participant's Period of Unemployment exceeds 24 months on the Job Placement Start Date or Self-Employment Assistance Commencement date. The Department's IT Systems will display the Participant's Period of Unemployment (as at the Job Placement Start Date) on the Outcome Tracker (labelled as 'Unemployment Period').

#### 4, 12 and 26 Week Employment Outcomes

Employment Outcomes are payable for Participants who maintain eligible Employment for periods of 4, 12 and 26 weeks (see [Starting an Employment Outcome](#)). Generally, these weeks are consecutive, however in some circumstances there is flexibility around when the period begins (see [Outcome Start Date](#)) or to include a Permissible Break.

The 4 and 12 Week Outcomes Periods both commence on the Employment Outcome Start Date and run concurrently (i.e. the 4 Week Outcome comprises the first 4 weeks of the 12 Week Outcome).

The 26 Week Outcome Period begins after the achievement of the 12 Week Outcome and comprises 7 fortnights. The 26 Week Outcome Period may start in any of the 8 Services Australia Fortnights following the date that the 12 Week Outcome was achieved.

### Full and Partial Employment Outcomes

There are 2 types of Employment Outcomes – Full and Partial. Outcomes can be achieved at different levels for the different Outcome Periods. For example, a Participant may achieve a Full Outcome at 4 and 12 Weeks, but a Partial Outcome at 26 Weeks.

### Moderate or High Rate

Outcomes rates are based on the risk of the Participant becoming long-term unemployed, as measured through the [Job Seeker Classification Instrument \(JSCI\)](#).

Participants are assessed as having a High JSCI or a Moderate JSCI. Participants with High JSCI will attract the higher payment rate for Employment Outcomes.

The Employment Outcome payment rate (Moderate or High) is determined based on the Participant's JSCI score at the time of the Job Placement Start Date.

Providers can identify if a Participant has a High or Moderate JSCI through the Department's IT Systems.

## Outcomes in Special Circumstances

### Not on Income Support (including Directly Registered Participants)

Where a Participant is not receiving an Income Support Payment, Employment Outcomes cannot be tracked using Services Australia data, and all Employment Outcomes must be claimed as [Pay Slip Verified Outcomes](#).

### Significant Increase in Income


In some cases, a Participant may be in Employment they started after Commencement in Workforce Australia Services (including while on the Caseload of the Provider or with another Provider), but not working enough to achieve a Full Outcome. If the Participant goes on to increase their earnings such that they are now eligible for a Full Outcome, the Provider can record this as a 'Significant Increase in Income' and begin tracking for Full Outcomes from the date of the increase.


The increase in earnings can be for any reason, including the Participant working additional hours in their current job, the Participant working the same hours but receiving a higher hourly wage, or starting work in an additional job.

The Significant Increase in Income provisions are available for Participants who obtained Employment while Commenced in Workforce Australia Services. For Participants who were already working prior to Commencement in Workforce Australia Services refer to [Pre-existing Employment](#).

A Significant Increase in Income can be claimed in addition to Partial Outcomes already claimed for the Participant in the current Period of Unemployment but cannot be entered if a Full Outcome has previously been claimed.

Where the Significant Increase in Income is because the Participant has started in an additional job, the combined earnings/hours from all jobs can be counted in determining whether a Full Outcome is payable.

 Documentary Evidence of the Participant's Employment earnings/hours for the 4 weeks prior to the Significant Increase in Income. Documentary Evidence should be in the same form as required for Pay Slip Verified Outcome Payments and uploaded into the Department's IT Systems.

 Enter a Vacancy in the Department's IT Systems and select the Significant Increase in Income vacancy type. Place the Participant into the Vacancy recording the Job Placement Start Date as the day on which the Significant Increase in Income occurred.

### Pre-existing Employment

Generally, where a Participant is already undertaking Employment prior to Commencing in Workforce Australia Services this is not eligible to count towards an Employment Outcome.

However, where a Participant increases their working hours or earnings after Commencing in Workforce Australia Services an Outcome may be payable where it is a Significant Increase in Pre-existing Employment.


There are 2 ways a Significant Increase in Pre-existing Employment may be used to achieve an Outcome:

- Full Outcome where the Participant increases their income earned (for Participants with earnings based outcomes) or their hours worked (for Participants with hours-based outcomes) from below a Partial Outcome level to achieve a Full Outcome. For example, a Participant previously achieving less than a 60 per cent rate reduction increases their hours and is now achieving a 100 per cent rate reduction.
- Partial Outcome where in addition to meeting the minimum requirements for a Partial Outcome, the Participant increases their income earned (for Participants with earnings based outcomes) or their hours worked (for Participants with hours-based outcomes) from below a Partial Outcome level by the difference between the requirements of a Full and Partial Outcome. For example, for an earnings based outcome, the Participant would need to increase their rate reduction by at least 40 per cent (e.g. from 20 per cent to 60 per cent, or 40 per cent to 80 per cent). For information about how to calculate the rate reduction, please refer to the [Calculating the rate reduction for Pre-Existing Employment Supporting Document](#).

To determine whether a Significant Increase in Pre-existing Employment has occurred, the Provider must determine the initial earnings or hours that previously applied. This can be measured over either:

- the 4 week period from immediately prior to Commencement in Workforce Australia Services, or
- the 4 week period immediately prior to the significant increase occurring.

The Participant must then increase their earnings or hours as outlined above and maintain the increased earnings/hours over the Outcome Period.

 Documentary Evidence of the Participant's Employment earnings/hours previously applied. This must be in the form of:

- Evidence of the earnings/hours for the 4 weeks immediately prior to Commencement. Documentary Evidence must be in the same form as required for Pay Slip Verified Outcome Payments and uploaded into the Department's IT Systems, or
- Evidence of the earnings/hours for the 4 weeks immediately prior to the significant increase (which must be in the same form as required for Pay Slip Verified Outcome Payments) and evidence that the Participant was employed in the same job immediately prior to commencement in Workforce Australia Services (this does not need to be payslip evidence, a statement from the Participant or Employer are also acceptable). All evidence must be uploaded into the Department's IT Systems when claiming the Outcome.



Enter a Vacancy in the Department's IT Systems and select the Pre-Existing Employment vacancy type.

### Recurring Employment

Employment or Unsubsidised Self-Employment which results in more than one Employment Outcome for a Participant with the same Employer during the same Period of Unemployment is considered to be Recurring Employment.

### 4 Week Employment Outcomes

Providers may claim a maximum of four 4 Week Employment Outcome Payments for any single Participant over any one 12 month period, regardless of whether that Employment is Recurring or not.

Allowing Providers to claim four 4 Week Outcome Payments recognises:

- short-term jobs with a duration of 4 weeks or more equip Participants with work experience and work habits that enable them to move into sustained Employment in the future, and
- Participants who have had 4 or more job placements have a higher chance of staying long term in a job.

### 12 Week and 26 Week Employment Outcomes

Providers are not entitled to claim 12 and 26 Week Employment Outcomes for Recurring Employment.

This means that if a Provider has claimed a 12 or 26 Week Employment Outcome for a Participant with an Employer, they cannot claim another 12 or 26 Week Employment Outcome with that same Employer, regardless of whether the Participant is working in a different position, unless a [Significant Increase in Income](#) has occurred.

### Employment Outcomes Triggered by Participation in Self-Employment Assistance Small Business Coaching

Partial Outcomes are payable for Participants who start a business with assistance from a Self-Employment Assistance Provider. The Participant must commence in Small Business Coaching and be receiving services for the duration of the relevant 4, 12 and 26 Week Periods to trigger a Partial Outcome.

## Employment Outcomes Triggered by Engagement of a Workforce Specialist

Workforce Australia - Workforce Specialists deliver projects providing tailored support to meet the workforce needs of identified key industries and large employers, helping them connect to suitable Participants registered in Workforce Australia Online and Workforce Australia Services. Workforce Specialists identify key priority industries and occupations for targeted investment, and may also be used to respond to more immediate workforce opportunities or challenges (e.g. natural disasters or pandemics).

Projects will vary in size and duration, and one or more Workforce Specialists could be engaged in each project. Providers can claim an Employment Outcome where the Participant gains Employment through a Workforce Specialist, assuming all other Outcome requirements are met. If the Workforce Specialist has entered the Job Placement into the Department's IT Systems, this will track Outcomes for the Provider. Please refer to [Tracking towards an Outcome](#) for further information.

## Harvest Work Outcomes

HTS links eligible workers, including Australian job seekers, with seasonal harvest jobs to meet seasonal peaks in employer demand in horticultural locations across Australia. The objectives of HTS are to address Harvest Employers' recruitment needs in 16 Harvest Areas, improve community understanding of the legal requirements for fair and safe Harvest Work and increase the number of Australians employed in Harvest Work. Providers are required to collaborate with local HTS Providers to support Participants in gaining and maintaining Harvest Work.

Providers are required to encourage Participants to consider Harvest Work and refer any Participant who has expressed interest in a Harvest Placement to an HTS Provider. Referrals to an HTS Provider are not possible through the Department's IT Systems and must be undertaken directly by contacting the HTS Provider, who will assess Participant's suitability for the Harvest Work and connect them with relevant Harvest Employer.

Providers may contact the National Harvest Trail Information Service (HTIS) on 1800 062 332 to get connected with a HTS provider in the relevant Harvest Area.

When a HTS Provider places a Participant (referred by a Workforce Australia Employment Services Provider to the HTS Provider) into a Harvest Placement, 2 Employment Outcomes will begin tracking simultaneously for the Provider in the Department's IT Systems:

- Harvest Work Outcome; and
- Employment Outcome.

More information about HTS and HTIS can be found on the [Department's website](#), including information about the [AgMove initiative](#) that provides financial assistance to participants who are eligible for HTS to relocate to take up short-term, agricultural work, including Harvest Work.

(Deed Reference(s): Clauses 148 and 155, Annexure B2 – Outcomes)

## Harvest Work Outcomes


Harvest Work Outcomes are payable for Participants who meet the required hours of Employment over 4, 12 and 26 weeks from the same Harvest Work Outcome Start Date.

Outcome Payments for Harvest Work Outcomes are specified in Table 5B of Annexure B1 of the Workforce Australia Deed of Standing Offer 2022-2028. The requirements to satisfy an Outcome are described at Table 1 of Annexure B2 of the Deed.


The payment rate (Moderate or High) is determined based on the Participant's JSCI score on the Harvest Work Outcome Start Date.

A Very Long Term Unemployment (VLTU) Bonus is paid automatically on top of the Harvest Work 12 or 26 Week Outcome Payment if a Participant's Period of Unemployment exceeds 24 months on the Harvest Work Outcome Start Date.

If claiming the Harvest Work Outcome:


 The Harvest Work Outcome will appear on the Outcome tracker in the Department's IT Systems. The Provider will be able to submit an auto claim if the Harvest Work Outcome is verified by Services Australia data. If the data does not generate an Outcome, and the Provider has Documentary Evidence that the Participant has achieved Harvest Work Outcome requirements, they may lodge a Pay Slip Verified Outcome claim.


Regardless of which form of Outcome is being claimed, Providers are encouraged to work with the HTS Provider and share Documentary Evidence where possible, to avoid burdening the Harvest Employer or Participant with having to provide evidence to both providers.

 Documentary Evidence will only be required where Providers are claiming a Harvest Work Outcome or Employment Outcome as a Pay Slip Verified Outcome. Documentary Evidence requirements are the same as required for all [Pay Slip Verified Outcome Payments](#).

## Employment Outcomes

Employment Outcomes will be available to the Provider where an eligible Participant who is placed in a Harvest Vacancy achieves Employment Outcome requirements. Employment Outcomes will be paid at normal Partial and Full Outcomes rates as outlined in the Deed unless Harvest Work Outcomes are claimed.

 Employment Outcomes resulting from a Harvest Placement will be claimed as per normal processes including verification by Services Australia data or by submitting a Pay Slip Verified Outcome claim.

 Documentary Evidence will only be required where Providers are claiming a Harvest Work Outcome or Employment Outcome as a Pay Slip Verified Outcome. Documentary Evidence requirements are the same as required for all Pay Slip Verified Outcome Payments.

## Same provider delivering both HTS and Workforce Australia Services

Where a Provider is delivering both HTS and Workforce Australia Services, the Provider may only claim one set of Outcomes in relation to each Harvest Placement.

The Provider may claim:

- one of the Harvest Work Outcome, or the Employment Outcome under the Workforce Australia Deed of Standing Offer 2022-2028, or
- the HTS Outcome under the HTS Deed.

Providers may claim Outcomes of the highest eligible value under either Deed but they must not claim under both Deeds.

Different providers delivering HTS and Workforce Australia Services

Where different providers deliver HTS and Workforce Australia Services, both the HTS Provider and the Provider may claim an Outcome. The Provider may choose to claim either the Harvest Work Outcomes if the Harvest Work Outcome conditions are satisfied, or the Employment Outcomes for Harvest Placements that meet Employment Outcome eligibility as per the Deed.

## Non-Payable Outcomes

There are some Employment types that are not eligible for Employment Outcome payments, even where the Participant works sufficient hours or earns sufficient income to meet the Employment Outcome requirements. These are referred to as Non-Payable Outcomes. The following Employment types are Non-Payable Outcomes:

- Employment in a position that is Unsuitable.
- Any Employment involving the Participant generating their income or earnings directly from gambling work. For example, if the Participant works as a bookmaker or card dealer and keeps their 'winnings' as declared earnings, an Employment Outcome is not payable. However, an Outcome could still be payable where Employment is in a venue where legal gambling occurs (for example, working in a bar in a licensed venue with poker machines) but the Employment does not involve earnings derived from gambling.
- Employment that started before the Participant commenced in Workforce Australia Services, except where a [Significant Increase in Pre-Existing Employment](#) applies.
- A program, including a Work Trial program funded by the Australian Government or a state and territory government, including a Complementary Program as advised by the Department.
- Employment Outcomes where:
  - the Provider has already claimed an Outcome Payment for another Participant who previously occupied the same or a similar position (the prior outcome); and
  - the Employment Outcome Start Date occurs less than 12 weeks after the end of the Outcome Period for the prior outcome.
- Employment or Unsubsidised Self-Employment which is Recurring, except for:
  - 4 Week Full and Partial Employment Outcomes,
  - Employment Outcomes where the Participant has, and maintains, [a Significant Increase in Income](#), or
  - Harvest Work 4 Week Outcomes.
- In relation to a Harvest Placement:
  - Employment that does not involve Harvest Work, or
  - Employment that does not involve the direct Employment of the Harvest Worker by a Harvest Employer or Harvest Labour Hire Firm as an employee.
- Any other situation the Department may advise.



## 5.4.2. Vacancy Management


Providers must engage and work with Employers to understand their needs and to identify job opportunities.

-  Providers must record all Employment Vacancies, including those found by Participants, in the Department's IT Systems. They must ensure each Vacancy is complete, up-to-date and compliant with any conditions of use for [workforceaustralia.gov.au](https://workforceaustralia.gov.au).


(Deed Reference(s): Clause 147)

### Lodging a Vacancy

#### Vacancy Types

-  When entering a Vacancy in the Department's IT Systems, Providers need to enter a range of information including a job description, employer details, hours, salary and whether the job was sourced by the Participant. Providers will also need to select a Vacancy type. The Vacancy types are listed below, and some Vacancy types trigger certain functionality when tracking for or claiming an Outcome:

- Apprenticeship – Apprenticeship or Traineeship must be selected to make use of the provision that allows a Full Outcome to be paid for any [Full time Apprenticeship or Traineeship](#)
- Pre-existing Employment – this vacancy type must be selected to enable claiming an Outcome for a [Significant Increase in Pre-Existing Employment](#)
- Internship
- Normal position – this vacancy type should be used when none of the other (more specific) vacancy types are applicable.
- Graduate
- Seasonal
- Significant Increase in Income – this vacancy type must be selected to enable claiming an [Outcome for a Significant Increase in Income](#)
- Traineeship – Apprenticeship or Traineeship must be selected to make use of the provision that allows a Full Outcome to be paid for any [Full time Apprenticeship or Traineeship](#)
- Self-Employment

-  Providers should be aware that Outcome requirements and Documentary Evidence requirements may differ according to the type of Vacancy selected.

#### Checking Minimum Wage

Where a Provider has sourced a Vacancy they must, at the time they lodge the Vacancy in the Department's IT Systems, make sure the relevant minimum wage is satisfied.

The minimum wage may be set out in the Modern Award that relates to the Vacancy. If a Modern Award is not in place, then the National Minimum Wage will apply. As Providers will check this at the Vacancy lodgement stage, they will not be expected to check minimum wages again when they claim an associated Outcome Payment.

Where a Participant has sourced a Vacancy, Providers are not required to check the applicable minimum wage. The Participant should already have information relating to the National Minimum Wage and the Fair Work Ombudsman. Providers must give this information to all Participants when they Commence in Services.

The information must include the following, which is contained in the [Minimum wages fact sheet](#) available on the [Fair Work Ombudsman website](#):

- details of the latest National Minimum Wage rates,
- where to access information about the [Pay and Conditions Tool](#) and any changes to the National Minimum Wage rates, and
- the contact details of the Fair Work Ombudsman.

## Placing a Participant in a Vacancy

Providers must:

- refer suitable eligible Participants to appropriate Vacancies, including Vacancies sourced by the Provider and by other services such as Workforce Australia - Workforce Specialists, the Local Jobs Program and Launch into Work Organisations,
- ensure any Participants referred to Vacancies meet that Employer's needs, and
- advise eligible Participants they are required to accept any suitable job and explain the consequences of failing to do so.



Where a Participant is successful in gaining Employment, the Provider must place the Participant into the relevant Vacancy and record the Job Placement Start Date.

- For Pre-existing Employment, the Job Placement Start Date must be the day on which the increase in hours or earnings occurred (see [Pre-existing Employment](#)).
- For Full Outcomes based on a Significant Increase in Income, the Job Placement Start Date must be the day on which the increase in earnings occurred (see [Significant Increase in Income](#)).
- For a trial or probationary period of employment funded by the Provider which leads to ongoing Employment with the Employer, the Job Placement Start Date is the first day of the ongoing Employment.
- For a job with a Paid Induction Period the Provider can decide whether to use the date on which the Participant commences the induction or the first day of continuous Employment following the induction as the Job Placement Start Date.
- For volunteer work/work experience/unpaid work that leads to ongoing Employment the Job Placement Start Date is the first day of the ongoing Employment.



The Job Placement Start Date must be recorded within 56 calendar days of the Participant commencing in the job or the date of the Significant Increase in Income/Significant Increase in Pre-existing Employment. The Department's IT Systems will not allow Providers to backdate a Job Placement Start Date by more than 56 days. The Department expects Providers to remain in regular contact with Participants, including awareness of gaining Employment.

### 5.4.3. Achieving an Employment Outcome

#### Starting an Employment Outcome

To trigger the Department's IT Systems to commence tracking the 4 and 12 Week Periods for an Employment Outcome, a Provider must record a Vacancy in the Department's IT Systems and record the Job Placement Start Date against that Vacancy.

For Participants on an Income Support Payment, the Department's IT Systems capture the Participant's earnings and hours information as declared to Services Australia by the Participant. The Department's IT Systems use this information to calculate whether the requirements for a Partial or Full Outcome have been met.

For Participants where this information is not available (such as Participants not on an Income Support Payment), or the Provider disagrees with the information in the Department's IT Systems, the Provider will need to enter the relevant information manually, supported by Documentary Evidence. Please see [Pay Slip Verified Outcomes](#) for more information.

#### Setting the Outcome Start Date - Participants on income support

Where a Participant is receiving an Income Support Payment, the Outcome Period will always be aligned with the fortnightly cycle that the Participant declares their earnings and hours worked to Services Australia.

After a Job Placement Start Date is entered, the Department's IT Systems will initially set the Employment Outcome Start Date to be the first day of the Participant's first full Services Australia Fortnight on or after the Job Placement Start Date.

Depending on the Participant's earnings or hours worked each fortnight, the Department's IT Systems will automatically move the Outcome Start Date to a different fortnight as required, to maximise the Provider's opportunity to achieve a Full Outcome or, if a Full Outcome is not possible, a Partial Outcome. The Outcome Start Date can be set to any of the first 4 Services Australia fortnights beginning on or after the Job Placement Start Date for the 4 and 12 Week Outcome Periods (which will have the same Outcome Start Date). For the 26 Week Outcome Period, the Outcome Start Date can be set to any of the first 8 Services Australia fortnights following achievement of the 12 Week Outcome.

Providers can manually set the Outcome Start Date, within the fortnight limits, if they would prefer to choose a different fortnight that is more beneficial to them and no Documentary Evidence of the reason is required for manually selecting an Outcome Start Date.

Once an Employment Outcome has been claimed, the Employment Outcome Start Date cannot be changed. As the 4 and 12 Week Outcomes share an Outcome Start Date, claiming the 4 Week Outcome will set the Outcome Start Date for both the 4 and 12 Week Outcome periods.

#### Setting the Outcome Start Date - Participants not on income support

For Participants who are not receiving an Income Support Payment when they are placed in Employment, as there is no Services Australia Fortnight to align to, the Employment Outcome Start

Date will initially be set to the Job Placement Start Date recorded in the Department's IT Systems by the Provider.

Providers can move the Employment Outcome Start Date for Participants not on an Income Support in the Department's IT Systems to be any of the first 4 calendar fortnights from the Job Placement Start Date. In other words, the Employment Outcome Start Date can be on the Job Placement Start Date, or 14, 28 or 42 days later.

#### Timing of the Job Placement Start Date

For an Employment Outcome to track, the Job Placement Start Date must be a date that the Participant was commenced on the Provider's Caseload (unless the provisions of the next paragraph apply). Where the Participant has Commenced with another employment services provider prior to the Job Placement Start Date, an Outcome will not track for the Provider.

Where a Participant has Exited due to gaining employment and has a Job Placement Start Date within 28 calendar days of the Exit, an Employment Outcome will not track but may be payable (provided all other Employment Outcome requirements are met). In these circumstances, the Provider may submit a manual claim using the Request Payment functionality in the Department's IT Systems.

#### Setting the Outcome Start Date - Special Circumstances

For Employment Outcomes triggered by participation in Small Business Coaching in Self-Employment Assistance, the Employment Outcome Start Date will be the commencement date in Small Business Coaching. The Department's IT Systems will set this date automatically when the Participant commences in Small Business Coaching.

For Outcomes linked to a Harvest Placement, the Department's IT Systems will automatically start tracking towards an Outcome (either an Employment Outcome or a Harvest Work Outcome). The Outcome Start Date can be adjusted as with any other Employment Outcome, if an Employment Outcome is tracked based on the Harvest Placement. The Outcome Start Date for Harvest Work Outcomes is always the start date of the Harvest Placement which cannot be adjusted.

### Tracking towards an Outcome - Fortnightly Result

The Department's IT Systems will use available information to determine whether an Outcome (Employment Outcome or Harvest Work) will be payable, including:

- earnings and/or hours worked information declared by the Participant to Services Australia, or
- earnings and/or hours information entered by the Provider based on Documentary Evidence (such as payslips).

Outcomes are assessed using fortnightly periods, comprising 2 fortnights (for a 4 Week Outcome), 6 fortnights (for a 12 Week Outcome, which includes the 2 fortnights counted for the 4 Week Outcome), and 7 fortnights (for the 14 week component of a 26 week Outcome, i.e. weeks 13 to 26 of the Outcome Period).

Where a Participant achieves the requirements for a Full Outcome for each fortnight of the Outcome Period, the Department's IT Systems will make a Full Outcome available to claim. If a Full Outcome is


not payable, but the requirements for a Partial Outcome have been met, the Department's IT Systems will make a Partial Outcome available to claim.


There are some circumstances where an Outcome may still be payable despite the requirements not being met in one or more fortnightly periods:

- For Partial Outcomes, the Participant needs to achieve the necessary income rate reduction or hours requirement on average over the Outcome Period. For example, to achieve a 4 Week Outcome (earnings based) which requires a 60 per cent rate reduction, a Participant may achieve an 80 per cent rate reduction in one fortnight, and a 50 per cent rate reduction in the second fortnight.
- For Full Outcomes based on the Participant's earnings, a small number of fortnights with reduced earnings are permitted. Please see [Variability of Earnings](#) for more information.
- For all Outcomes, [Permissible Breaks](#) may be applied in some circumstances to remove one or more fortnightly periods from the Outcome calculation. Each fortnightly Permissible Break will extend the Outcome Period by one fortnight.


### Full time Apprenticeship or Traineeship

For Participants who are undertaking a full-time apprenticeship or traineeship, a Full Outcome is payable provided they remain full-time in the apprenticeship or traineeship for the Outcome Period.

 Documentary Evidence is required where a Full Outcome is not presented as system verified. Where a Full Outcome cannot be verified by Services Australia data, Providers will need to upload Documentary Evidence to claim the Outcome. The Documentary Evidence must show that the Participant was in a full-time apprenticeship or traineeship for the Outcome Period and must be uploaded at the time the Outcome is claimed.

 Documentary Evidence must include the following information:

- the name of the Employer;
- the period of Employment; and
- evidence that the Participant remained in the apprenticeship/traineeship on a full-time basis for each week of the relevant Outcome Period.

 Providers can only lodge a claim using this process where the Vacancy was created with the Vacancy type of Apprenticeship or Traineeship. When claiming an Employment Outcome for an Apprenticeship or Traineeship Vacancy, the Department's IT System will give Providers the option to claim a Full Outcome by using this provision.

### Earnings-Based Outcomes

For Participants on JobSeeker Payment or Youth Allowance (other) with full-time Mutual Obligation Requirements, eligibility for an Outcome Payment is determined based on their earnings during the Outcome Period. The Department's IT Systems will consider the Participant's earnings each fortnight, to calculate the amount their income support has been reduced due to those earnings (i.e. the rate reduction). For example, if the Participant's earnings from Employment mean they only receive 30 per cent of their JobSeeker Payment in a fortnight, their rate reduction for that fortnight is 70 per cent.

Earnings information will either be imported from Services Australia's IT system or entered by the Provider. Please refer to the [Completion of the Outcome](#) section for more information.

## Hours-Based Outcomes

For Participants with a Partial Capacity to Work, on other payments (such as Disability Support Pension Recipients), Directly Registered Participants or those with part-time or no Mutual Obligation Requirements, eligibility for an Outcome Payment is determined based on the number of hours worked during the Outcome Period.

For Participants with a Partial Capacity to Work of 0-7 or 8-14 hours per week, a Full Outcome is payable when they work 16 hours per fortnight, while a Partial Outcome is payable where they work 10 hours per fortnight on average.

A Participant not on an Income Support Payment must complete an average of 40 hours a fortnight of paid work to trigger a Full Outcome, or an average of 30 hours a fortnight to trigger a Partial Outcome.

For all other hours-based Outcomes, the Participant must work 30 hours each fortnight for a Full Outcome, or an average of 20 hours each fortnight for a Partial Outcome.

Hours information will either be imported from Services Australia's IT system, or entered by the Provider. Please refer to the [Completion of the Outcome](#) section for more information.

## Change of Circumstance during the Outcome Period

Where a Participant moves off an Income Support Payment for Employment-related reasons (such as recording sufficient income to reduce their Income Support Payment to \$0 over repeated fortnights, or by stopping their declarations to Services Australia), the Department's IT Systems will treat this as a 100 per cent rate reduction or sufficient hours to trigger a Full Outcome.

Where a Participant moves off their Income Support Payment for non-Employment-related reasons, such as because the Participant is deceased, or where the Participant moves to an allowance that is ineligible for Workforce Australia Services (such as Austudy or the Age Pension) the Outcome will stop tracking and will be made non-payable.

If a Participant transfers to another Provider, or another service such as Workforce Australia Online, Disability Employment Services or the Community Development Program, the Outcome will remain payable to the Provider who was servicing the Participant on the Job Placement Start Date (provided all other requirements are met).

## Variability in Earnings

Participants beginning or returning to work may have reduced earnings due to irregular working hours early in their Employment. The Workforce Australia Services payment structure recognises this and provides flexibility for variability in earnings to achieve an Outcome.

Participants tracking towards a Full Outcome may have up to 2 fortnights of reduced earnings during each of the 12 Week and the 26 Week Periods and still achieve a Full Outcome. A minimum of 85 per cent income support reduction will be allowed for 2 fortnights. For example, if a Participant achieved a 100 per cent income support reduction for the first 4 fortnights, and a reduction of 85 to 99 per cent in the fifth and sixth fortnights, a Full 12 Week Outcome can be claimed (provided all other requirements are met).

Reduced earnings are not permitted as part of the 4 Week Outcome period, but calculations for the 12 Week Outcome Period will consider any reduced earnings that occurred in the initial 4 Week Outcome Period (for example, if the Participant has a rate reduction of 85 per cent during their second fortnight, the Provider may claim a Partial 4 Week Outcome, but go on to achieve a Full 12 Week Outcome).

Note: where the Provider has entered a [Permissible Break](#), the Department's IT Systems will not apply variability in earnings for the same Outcome Period.

### Permissible Breaks

Where a Participant is tracking towards a Partial or Full Outcome, there may be events or circumstances that interfere with their Employment that are beyond the Participant's or the Provider's control, and prevent an Outcome being paid (that would otherwise have been available). In these circumstances, a break in the Outcome period (a Permissible Break) can be entered.

A Permissible Break is available where:

- the break in the Participant's continuous attendance in Employment would result in them not meeting the ordinary requirements of a 4, 12 or 26 Week Partial or Full Outcome, and
- the break is outside the control of the Provider or the Participant, and
- the Participant returns to the same Employment position with the same Employer after the break.

The maximum break is 2 Services Australia fortnights for a Participant on income support, or 2 calendar fortnights for a Participant not on income support.

When a Permissible Break has been entered, the Employment Outcome Period will be extended to include the Permissible Break period. For example, a 12 Week Outcome including 1 fortnight's Permissible Break will last for 14 weeks.

Permissible Breaks are only available for:

- Employer initiated shutdowns, including over the Christmas period,
- breaks due to the Participant's illness or a major personal crisis,
- carer emergencies,
- temporary lack of access to child care (for example, lack of care during school holidays, or a school or child care centre closing unexpectedly),
- declared natural disasters, for example a state of emergency due to natural disaster or a major disaster (as declared by the Australian Government), or
- culturally significant events for Aboriginal and Torres Strait Islander persons.

If a Participant leaves a job inappropriately or takes unapproved leave, these instances are not considered as Permissible Breaks.

Where a Participant takes approved, paid leave, a Permissible Break is not required and the earnings can continue to be counted.

Providers are able to enter an additional Permissible Break of up to 4 fortnights for Principal Carer Parents over the long school holiday Christmas/New Year period (provided one of the reasons listed above applies). As with all Permissible Breaks, the Participant must return to the same Employment position with the same Employer following the break.

The Department may allow additional Permissible Breaks in response to extenuating circumstances such as natural disasters or health emergencies. The Department will advise the number of additional breaks permitted and timeframes for which they will apply.

When lodging a Permissible Break, the Provider should be aware that:

- if a Participant was only on a break for 2 days, the Permissible Break will be lodged for the full 2 week period, that is, a full Services Australia Fortnight or a full calendar fortnight, and
- there can only be 2 standard Permissible Breaks lodged across the combined 4, 12 and 26 Week Period. Therefore, if both Permissible Breaks are used in the 12 Week Period, there are no more Permissible Breaks available for the 26 Week Period, unless the Participant is a Principal Carers.
- Permissible Breaks should be attributed to the Services Australia fortnight where the Participant's pay was impacted by the break, not the fortnight in which the Participant worked less hours/did not work. For example, if the Employer shuts down over the Christmas period (from December 25 – January 1) and this impacts the Participant's wages on 8 January, the Permissible Break should be applied to the fortnight that 8 January falls in.



The Provider must upload Documentary Evidence (in electronic form or hard copy) of the Permissible Break at the time of submitting the claim. Documentary Evidence must contain information provided by the Participant or Employer which confirms:

- the Permissible Break in Employment, including the reason for the Permissible Break,
- the duration of the Permissible Break, including the start and end dates, and
- the Participant is employed in the same position following the Permissible Break.

All of the above Documentary Evidence must be contained in a signed and dated written statement or in an email from the Employer or Participant.



The Provider must record the fortnight/s to be covered by the Permissible Break in the Department's IT Systems prior to claiming the relevant Employment Outcome. Where a Permissible Break falls within both the 4 and 12 Week Outcome Periods, the Permissible Break must be recorded before either Outcome can be claimed.

(Deed Reference(s): Annexure B2 – Outcomes, Definitions)

## Completion of the Outcome

### Verification of Outcomes

Once a Participant achieves the requirements for a 4, 12 or 26 Week Outcome, the Department's IT Systems will make it available to claim.

There are 3 ways that Outcomes can be verified – by information from Services Australia, by Documentary Evidence (Pay Slip Verified Outcome Payment) or, for most Self-Employment Assistance Participants, by information from the Department's IT Systems.

- For Participants receiving Income Support, Outcomes are based on the earnings or hours declared to Services Australia by the Participant each fortnight. This information is used by the Department's IT Systems to automatically calculate whether an Outcome is achieved (see the section in this Guideline on Outcomes supported by Services Australia data).
- Where a Provider considers a Participant on Income Support has earned enough or has worked enough hours to achieve an Outcome but the information from Services Australia



does not support this, the Provider may lodge a claim for the Employment Outcome as a Pay Slip Verified Outcome Payment.

- A Provider may also lodge a claim for a Pay Slip Verified Outcome Payment where a Participant is not on Income Support (see the section in this Guideline on Pay Slip Verified Outcome Payments).
- For Participants undertaking Self-Employment Assistance Small Business Coaching, the Department's IT Systems will capture the commencement and duration of the Self-Employment Assistance Small Business Coaching Agreement and calculate whether Outcomes have been achieved.

All Personnel must complete the [Workforce Australia - Outcome Payments](#) training module before lodging a claim for Outcome Payments in the Department's IT Systems. The training module is available through the Learning Centre.

(Deed Reference(s): Clause 56.3)

### Outcomes supported by Services Australia data

The Department's IT Systems will automatically communicate with Services Australia's IT systems to obtain earnings/hours relating to the Participant's Employment and add this to the Outcome tracker. Where earnings or hours are sufficient to pay a Partial or a Full Outcome, the Department's IT Systems will make it available.

Please see [Change of Circumstance during the Outcome Period](#) for information about how the Department's IT Systems treats cases where the Participant stops receiving an Income Support Payment while tracking for an Employment Outcome.



If the requirements have been met, the Department's IT Systems will present the Employment Outcome claim so that it can be lodged by the Provider.



Providers do not need to hold Documentary Evidence for Employment Outcomes where the Department's IT Systems are able to use Services Australia data to verify that an Employment Outcome is payable.





Note: The only exceptions are [Pre-existing Employment](#) and Full Outcomes Based on a [Significant Increase in Income](#). In these instances, Documentary Evidence for the 4 week period prior to the increase in Employment earnings/hours must be obtained and uploaded into the Department's IT Systems.


### Pay Slip Verified Outcomes

The Provider may submit a claim for an Outcome as a Pay Slip Verified Outcome Payment if the requirements of an Employment Outcome have been met and either the Participant is not on an Income Support Payment or the Provider considers the data provided by Services Australia does not correctly reflect the number of hours worked or income received by the Participant.

Providers are encouraged to wait 4 weeks after the Outcome Period to claim a Pay Slip Verified Outcome Payment for a 4 Week Outcome Period for Participants on Income Support. This gives the Participant the opportunity to declare their Employment earnings/hours to Services Australia which may enable an Employment Outcome to be calculated automatically by the Department's IT Systems.

 Providers must upload Documentary Evidence into the Department's IT Systems at the time of submitting a Pay Slip Verified Outcome Payment claim. Please see [Documentary Evidence Requirements](#) or [Documentary Evidence Requirements – Unsubsidised Self-Employment](#) for more information.

 For earnings-based Outcomes, Providers should enter the Participant's earnings based on the date they received their earnings (i.e. the date their Employer paid them). For example, if a Participant did a week's work between Christmas and New Year, but was paid for this on 4 January, the earnings should be assigned to the fortnight that 4 January falls in, even if this is different from when the work was undertaken.

 For hours-based Outcomes, Providers should enter the Participant's hours to align with the Services Australia Fortnight in which the Participant worked, not when they received their earnings.

### Pay Slip Verified Outcomes Documentary Evidence Requirements

Documentary Evidence for Pay Slip Verified Outcomes must include a pay slip or Employer payroll summary/ies and must be uploaded into the Department's IT Systems at the time of the claim.

The following information should be included in the pay slips or Employer payroll summary/ies:

- Employer's and Participant's name
- Employer's ABN (if applicable)
- Payment Period
- date of payment
- gross and net pay
- if the Participant is paid an hourly rate
- the ordinary hourly rate
- the number of hours worked at that rate
- the total dollar amount of pay at that rate.

The pay slips or Employer payroll summary report/s used to verify the Employment Outcome are only required for the period of time/fortnight in the Outcome Period that cannot be verified by Services Australia data.

A pay slip is a record, generated by an Employer, which satisfies the requirements of the *Fair Work Act 2009* and *Fair Work Regulations 2009*, of the Employer's payment to a Participant in relation to the performance of work.


The Employer payroll summary report must be a printout of the Participant's official payment history, generated by the Participant's Employer, not a spreadsheet/tracking tool implemented or prepared by the Provider.

Providers can derive the following information from available pay slips or payroll summaries without being required to seek supplementary information from the Employer:

- hourly rate - where the pay slip or payroll summary shows the number of hours worked and wages earned for that period;
- gross amount - where the pay slip or payroll summary shows the hourly rate and the number of hours worked for that period;


- net amount - where the pay slip or payroll summary shows the gross amount, tax payable and other deductions for that period;
- payment period - where the pay slip or payroll summary shows the payment date and frequency of payment (i.e. fortnightly, weekly etc); and
- date of payment - where the pay slip or payroll summary shows the payment period and the frequency of the payment (i.e. fortnightly, weekly, etc).

Where Providers have derived information from pay slips or payroll summaries, they must be able to demonstrate to the Department how this information was derived on request.

 If required, Providers are permitted to derive earnings or hours from a Participant's Year to Date (YTD) earnings, as long as these are clearly identifiable from adjacent payslips. For earnings-based outcomes, earnings derived should be attributed based on the Participant's usual pay date, as identified from adjacent payslips. For hours-based Outcomes, hours associated with a missing payslip can only be derived where a single hourly rate of pay is reflected in adjacent payslips. In situations where there is more than one rate of pay (or allowances to consider), hours cannot be derived.

Where the Employer name or ABN pay slip details do not match the information in the Department's IT Systems Vacancy screen, Providers have the option to use an ABN look up function to confirm the Participant's Employer is the same legal entity without confirmation from the Employer. Where this tool has been used, Providers must upload evidence of this when they make a claim.

If any of the above pieces of information are not able to be provided by the Employer on the pay slip/Employer payroll summary, and the information cannot be derived by the Provider, the Provider must provide additional information in the form of an email from the Employer (which can be scanned and uploaded as a PDF). Additional information must be uploaded into the Department's IT Systems at the time of the claim.

 Providers are only required to provide Documentary Evidence to cover the Services Australia Fortnight/s, or the part of the Services Australia Fortnight that does not correctly reflect the number of hours worked or earnings received by the Participant. For those Services Australia Fortnights that the Provider is accepting, no Documentary Evidence is required.

### Documentary Evidence Requirements – Unsubsidised Self-Employment

For Participants undertaking Unsubsidised Self-Employment, different Documentary Evidence requirements apply for Outcomes verified with Documentary Evidence (i.e. Payslip Verified Outcomes). Documentary Evidence must be in the form of:

- sales records, contracts with clients or contracts of employment and a statement from a Certified Practising Accountant or Certified Accountant (for example a Profit and Loss Statement) relating to the Participant's business for the 4, 12 or 26 Week Period,
- signed and dated statement of earnings from an accountant and/or registered bookkeeper for the 4, 12 or 26 Week Period, or
- copy of records from the Australian Taxation Office (ATO) for the 4, 12 or 26 Week Period verifying that the Participant has an income as self-employed.

The records or statements provided must show that the Participant has an income which proves the Participant's business has generated sufficient personal income (net of business expenses but include tax) to confirm the National Minimum Wage rate has been achieved when combined with evidence that the Participant has either

- worked the required hours each week/fortnight to achieve sufficient hours (such as a record of the Participant's appointments or diary entries) for hours-based Outcomes, or
- earned sufficient income to achieve the necessary rate reduction for earnings-based Outcomes

More than one form of written evidence may be used provided that, collectively, the written evidence contains all of the above information.

Proof of business establishment alone is not sufficient evidence to support an Outcome Payment.

#### Outcomes for Participants accessing Self-Employment Assistance

For Participants undertaking Self-Employment Assistance Small Business Coaching, the Department's IT Systems will capture the commencement of the Self-Employment Assistance Small Business Coaching Agreement and will use this information to calculate whether the requirements for 4, 12 and 26 Week Partial Outcomes have been met. Where the requirements have been met, the Department's IT Systems will present the Outcome claim for lodgement by the Provider.

#### Manual Claims

The Department's IT Systems include functionality to enable Providers to manually request payment where they are unable to process the claim using standard functionality, but they consider an Outcome should be payable.

For information on how to request a manual claim, the circumstances where it is appropriate and what evidence is required, please refer to the [Manual Claim Provider Advice](#).

## Chapter 6. Employment Fund

### Supporting Documents for this Chapter:

- [Employment Fund Supporting Document](#)
- [Provider Indigenous Mentoring Capability Proposal template](#)
- [WHS Incidents and Insurance Readers Guide](#)

### 6.1. Chapter Overview

The Employment Fund is a flexible pool of funds available to Providers to offer support tailored to the needs of Participants, employers, and the local labour market. Each Provider receives credits they can use and then claim Reimbursement for the purchase of goods and services that support and assist Participants to gain the tools and build the skills and experience they need to get and keep a job.

(Deed Reference(s): Clause 150.1)

### 6.2. Crediting the Employment Fund

Providers receive general credits into their Employment Fund notional bank balance at the Site level when a Participant Commences as a new or Transitioned Participant. The amount will be credited once per Period of Service. Credit amounts are in line with Annexure B1 – Payments and Employment Fund Credits of the Deed. The Employment Fund notional bank balance will reduce each time a Provider makes a commitment in the Department's IT Systems to purchase goods or services. Providers must not make commitments in anticipation of future credits.

Where Participants are eligible for support under a Structural Adjustment Program (SAP), Providers may receive a SAP credit into the Employment Fund notional bank in addition to the general credit (refer to [Structural Adjustments](#) for further information). Providers can only use SAP credits for Participants assisted through a SAP. When a Provider creates a commitment for these Participants, the Department's IT Systems automatically uses SAP credits first, where available, before using general credits. The Department's IT Systems display the SAP credit balance separately to the general credit balance.

(Deed Reference(s): Clauses 150.2, 150.3, 150.5 150.7; Annexure B1)

#### 6.2.1. Transferring Credits

A Provider can transfer Employment Fund credits between its individual Sites within and between Employment Regions, and when a Participant transfers to another Workforce Australia Employment Services Provider unless the Department has placed limits on or restricted a Provider's ability to transfer credits.

When a Participant transfers to another Workforce Australia Employment Services Provider, the current and gaining Providers may negotiate and agree to the transfer of any credits.

(Deed Reference(s): Clauses 103.5, 150.6, 150.8)

### 6.2.2. Credits due to Reduction in Business Share

The Department may restrict a Provider from transferring credits when the Provider's Business Share is being reduced and Participants are being transferred to another Workforce Australia Employment Services Provider.

Where a Provider's Licence ends or is not extended, remaining credits at the relevant Sites will no longer be available.

Where a Provider's Business Share is reduced and only a proportion of Participants are transferred to another Workforce Australia Employment Services Provider, the Provider will retain a proportion of credits at the relevant Sites, as determined by the Department.

A credit in accordance with Annexure B1 – Payments and Employment Fund Credits of the Deed will be allocated to the gaining Provider's Employment Fund notional bank balance for each Participant who transfers and Commences.

For other bulk transfers of Participants, the Department will determine the total amount of credits to be transferred from the reduced or closed Site to the gaining Provider's Site.

(Deed Reference(s): Clause 150.4; Annexure B1)

### 6.3. Determining who is eligible

All Participants are eligible for assistance. A Provider may claim Reimbursement if the Participant received the goods or services when they were:

- commenced with the Provider
- suspended after Commencement with the Provider
- pending after previous Commencement with the Provider
- pending with Provider and require Certified Interpreter services
- within 183 calendar days after being Exited from the Provider, or
- within 183 calendar days after being transferred from the Provider to another Provider.



Providers can claim Reimbursement at the Site level for any of their Participants, regardless of the Participant's Site. This includes attributing Participants to an advanced purchase. Refer to [Purchasing Goods or Services in advance](#) for more information on advanced purchases.

Participants concurrently serviced by other programs are also eligible for assistance, as well as Participants that have commenced Small Business Coaching in Self-Employment Assistance. The [Determining what is a Prohibited Purchase](#) lists the exceptions.

(Deed Reference(s): Clause 150.7)

### 6.4. Making eligible Purchases

A Provider must first pay for eligible purchases and then claim Reimbursement through the Employment Fund.

An eligible purchase is any purchase that:

- meets the Employment Fund Principles
- is not prohibited, and

- satisfies any specific Employment Fund category requirements.



A Provider must commit each eligible purchase in the Department's IT Systems and record against the relevant category as listed in Attachment 6A.

(Deed Reference(s): Clause 150.7)

#### 6.4.1. The Employment Fund Principles

A Provider must ensure the purchase meets the Employment Fund Principles before purchasing goods and services:

- provides eligible Participants with the work-related tools, skills and experience that correspond with their difficulties in finding and keeping a job in the relevant labour market
- provides value for money
- complies with any work, health and safety laws that may apply
- withstands public scrutiny, and
- will not bring the Services, the Provider or the Department into disrepute.

#### 6.4.2. Determining what is Prohibited Purchase

A Provider must not claim Reimbursement through the Employment Fund for prohibited goods and services. Prohibited purchases are:

- any goods and services purchased prior to the Deed Commencement Date
- any goods or services incurred before Participants were participating in Workforce Australia Services
- any costs and overheads, such as travel time, travel costs and administration costs associated with:
  - the provision of employment services
  - cost of Service delivery on an outreach basis, or
  - the administration of the Employment Fund
- any services considered core services under the Deed, including but not limited to: Contacts with Participants, verification of an Employment Outcome claim, marketing Participants to Employers (also known as reverse marketing), job search assistance, career advice, non-accredited foundation and employability skills training, mentoring and intervention assistance as part of Post-Placement Support
- legal fees or security costs incurred by the Provider
- any interest charged on credit cards, including account and credit card fees
- gifts, cash and incentives to Participants or Employers, including payout of loans, credit cards or 'buy now pay later' facilities
- assets that remain the property of the Provider
- assets for a Participant or Employer that are not used primarily to assist the Participant in accordance with the Employment Fund Principles
- goods or services if the Provider is entitled to payment from the Department, other Australian Government sources or state, territory or local government bodies for those items or when those items have otherwise been funded, including but not limited to:
  - any costs associated with Work for the Dole or funded through Work for the Dole Activities, unless specified in Attachment 6A.

- EST Course fee-for-service payments
- any costs covered through the Local Jobs Program, Workforce Specialist Projects, Launch into Work or other Government programs
- subsidised training amounts, such as through JobTrainer
- goods or services that are directly funded through other Government services or grants
- any costs paid by the Self-Employment Assistance Provider
- any costs that are directly funded through the Indigenous Skills and Employment Program
- any assessment tool costs, including the cost of accessing or using any skills, vocational or non-vocational assessment tools
- an Employer's workers compensation or insurance policy payments
- any costs that can be claimed or are subject to a claim under the Department's personal accident insurance and combined public and/or product liability insurance policies for Participants undertaking Activities or the Provider's insurance policies
- any costs associated with Department approved Non-Government Programs delivered by the Provider's Own Organisation or a Related Entity or where the non-government program has not been approved by the Department
- non-accredited training, unless specified in [Attachment 6A](#)
- Provider supplied transport, such as costs associated with hiring, purchasing, running and/or maintaining vehicles owned by the Provider's Own Organisation to transport multiple Participants to a training activity or Employment location
- penalties, fines or court fees (examples of penalties include costs associated with participation in any Alcohol Interlock Program or Traffic Offender Intervention Program)
- ongoing business costs for self-employed Participants, including those who have participated in Self-Employment Assistance
- relocation assistance to assist Participants to relocate overseas or with rental bonds, assets (e.g. whitegoods) or ongoing costs (e.g. utilities and school fees) or where the Participant is a member of a couple as defined in [1.1.M.120 of the Guide to Social Security Law](#), and the other member has received relocation assistance for the same relocation.

(Deed Reference(s): Clause 150.7)

## 6.5. Claiming Reimbursement

Providers must claim Reimbursement for eligible purchases within **56 calendar days** from the date that a Provider paid the supplier.




A date of service/purchase is also required against each Participant attributed to the Reimbursement. The date will be either:


- the date the goods or services were given to the Participant
- the date the Participant attended an appointment
- the date the Participant started in the Activity.



A Provider must meet all Documentary Evidence requirements at the time of claiming Reimbursement. For more information, refer to the [Summary of required Documentary Evidence](#) section.



 A Provider must enter the date the supplier was paid for each Reimbursement in the Department's IT Systems (Employment Fund hub>Create commitment).

 A Provider must enter the date of service/purchase against each Participant attributed to the Reimbursement (Employment Fund hub>Create commitment).

(Deed Reference(s): Clause 150.10)

### 6.5.1. Determining the correct GST Treatment

The Department considers that all Reimbursements from the Employment Fund constitute 'consideration for a taxable supply made by a Provider to the Department' in line with the Australian Taxation (ATO) Private Ruling 1011478547799.

The relevant taxable supply is the supply of contracted services to Participants as described under the Deed. This means a Provider will need to remit 1/11th of all Reimbursements from the Employment Fund as GST to the ATO.

The explanations below are provided as examples only and do not constitute tax advice. A Provider must obtain their own independent tax advice relevant to their situation.

#### Reimbursing Goods or Services purchased from a third party supplier

If a Reimbursement is sought from the Employment Fund for a purchase on behalf of a Participant and the purchase includes GST, then a Provider can usually claim an input tax credit for the GST component of the cost of the purchase.

The Department will reimburse a Provider the amount paid, less the input tax credit amount. However, the Department will add GST as the Reimbursement is 'consideration for a taxable supply made by the Provider to the Department' and therefore a Provider has to remit GST to the ATO in respect to the Reimbursement. This means the GST is taken off (the input tax credit), but then the GST is added on (the GST on the service supplied to the Department). The final Reimbursement is equal to a Provider's original cost for the item.

If the Employment Fund is used to pay for a purchase on behalf of a Participant and the item purchased is GST free, then a Provider cannot claim an input tax credit, as there is no GST component of the purchase.

The Department will reimburse a Provider the amount paid but will add GST as the Reimbursement is a separate taxable supply and a Provider has to remit GST to the ATO in respect to the Reimbursement. This means that nothing is taken off but 10 per cent GST is added. The final Reimbursement is equal to a Provider's original cost plus 10 per cent.

#### Reimbursing Goods or Services purchased by a Participant

If a Reimbursement is sought from the Employment Fund to pay for goods or services paid for directly by a Participant and a Provider has reimbursed the Participant, then a Provider cannot claim an input tax credit because there has been no purchase.

The Department will reimburse a Provider the amount paid but will add GST as the Reimbursement is a separate taxable supply and a Provider has to remit GST to the ATO in respect to the

Reimbursement. This means that nothing is taken off but 10 per cent GST is added. The final Reimbursement is equal to a Provider's original cost plus 10 per cent.

## 6.6. Purchasing Goods or Services in advance

A Provider can choose to purchase eligible goods or services in advance for items under the Transport category. These purchases are known as advanced purchases. Advanced purchases are used when eligible goods or services are purchased but a Provider is yet to determine which Participant the good or service will assist. A Provider must enter the quantity of items purchased into the Department's IT Systems.

Providers who have the required Documentary Evidence as outlined in the [Summary of Required Documentary Evidence](#) section, can immediately claim Reimbursement for eligible advanced purchases prior to attributing to individual Participants.

A Provider must claim Reimbursement for eligible advanced purchases within 56 calendar days from the date that a Provider paid the supplier. A Provider must fully attribute advanced purchases within 183 calendar days from the date of Reimbursement. Where a Provider Site has not fully attributed an advanced purchase, it must not make another advanced purchase for the same assistance type. This does not preclude a Provider from making an advanced purchase for another assistance type (for example the Provider can still make an advanced purchase for bus tickets even though an advanced purchase for petrol may not have been fully attributed).

## 6.7. Summary of required Documentary Evidence

A Provider must have met all the Documentary Evidence requirements at the time of claiming Reimbursement. For Documentary Evidence requirements for Wage Subsidies, Providers must refer to the [Wage Subsidies Chapter](#).



A Provider must retain sufficient items of evidence that in combination clearly identifies:

- the details of the supplier (including ABN) (note: if the generic ABN is used, then the ABN is not required),
- the details of the items purchased and/or details of the service delivered, and
- whether the purchase was GST inclusive or GST free.

And in addition to the above if a Provider has paid an external supplier:

- prior payment from a Provider to the supplier which reflects payment in full or a zero-outstanding balance, and
- the date that the supplier was paid.

Suitable items of evidence include a remittance advice, record of transaction or a Tax Invoice, receipt, layby docket, internal billing documentation or purchase order. One or more pieces of evidence may be required to demonstrate the Documentary Evidence requirements listed above.

- Where a supplier uses another organisation to collect payments on their behalf (e.g. Australia Post) and the Tax Invoice does not clearly identify the supplier or detail the items to be reimbursed, the Provider must also retain Documentary Evidence which includes this information.

- Where a supplier charges a layby fee or credit card surcharge for the purchase, and the fee or surcharge does not appear on the Tax Invoice, the Provider must also retain Documentary Evidence which includes these additional costs.

A Provider should refer to the [ATO website](#) to determine what is considered a valid Tax Invoice. A Recipient Created Tax invoice (RCTI) will be considered valid if it contains all the information required of a Tax Invoice (except for ABN if the recipient is not registered for GST). A written agreement between the Supplier and the Recipient does not need to be supplied to the Department.



A Provider must retain additional Documentary Evidence for some categories. These additional requirements are listed in [Attachment 6A](#).



A Provider must record the following information in the Department's IT Systems prior to claiming Reimbursement:

- the supplier name and ABN or, if applicable, whether the payment was made to the Provider's Own Organisation or a Related Entity
- whether the purchase was an advanced purchase, and if it is, the number of purchased items
- the total invoice amount and the GST status
- the date the supplier was paid
- the job seeker identification number (JSID) except for advanced purchases that do not require attribution to the individual Participant, and
- the date the goods or service was provided to the Participant.



A Provider must record additional information in the Department's IT Systems for some categories. These additional requirements are listed in [Attachment 6A](#).

(Deed Reference(s): Clauses 28.1, 28.2, 28.3)

## Attachment 6A. Category Details – System and Documentary Evidence Requirements

Table 6-A: Category Details – System and Documentary Evidence Requirements

Category	Category details	System and Documentary evidence requirements
<p><b>Accredited Training</b></p>	<p>Providers may use this category for nationally recognised training. A Registered Training Organisation (RTO) must deliver the training, and the course or unit must be on the RTO’s Vocational Education and Training (VET) scope of registration as listed on <a href="http://training.gov.au">training.gov.au</a>, the national register for training in Australia.</p> <p>Providers may also use this category for secondary and tertiary education, although the training organisation and/or course may not be listed on <a href="http://training.gov.au">training.gov.au</a>.</p>	<p>In addition to the Documentary Evidence requirements for all purchases detailed in the <a href="#">Summary of required Documentary Evidence</a> section, a Provider must:</p> <ul style="list-style-type: none"> <li>• Refer Participant to an Activity in the Department’s IT Systems in accordance with the <a href="#">Activity Management Chapter</a>.</li> <li>• Enter the name of the RTO and the relevant course code or unit code as identified on <a href="http://training.gov.au">training.gov.au</a> (or the course name if secondary education and not listed on <a href="http://training.gov.au">training.gov.au</a>) in the Activity details.</li> <li>• Enter the associated Activity into the commitment in the Department’s IT Systems.</li> <li>• Retain sufficient items of Documentary Evidence that in combination identifies the RTO and the course code or unit code as listed on <a href="http://training.gov.au">training.gov.au</a> (or the course name if secondary education and not listed on <a href="http://training.gov.au">training.gov.au</a>).</li> <li>• Retain additional Document Evidence that demonstrates the auspice relationship between a training organisation who is not a registered RTO but is operating through a registered RTO, to substantiate the training is nationally recognised.</li> </ul>

Category	Category details	System and Documentary evidence requirements
<p><b>Activity Costs</b></p>	<p>Providers may use this category for Activity costs such as:</p> <ul style="list-style-type: none"> <li>• Risk Assessments or additional insurance costs</li> <li>• additional costs to enable Participants to participate in an Activity that cannot be recorded against another category</li> <li>• supervision costs when the Supervisor is undertaking the literal supervision of Participants on that Activity and not undertaking other tasks considered under the Deed</li> <li>• costs related to delivery of a Non-Government Program approved by the Department.</li> </ul> <p>The <a href="#">Determining what is a Prohibited Purchase</a> section lists the exceptions to the use of this category.</p>	<p>In addition to the Documentary Evidence requirements for all purchases detailed in the <a href="#">Summary of required Documentary Evidence</a> section, a Provider must:</p> <ul style="list-style-type: none"> <li>• For Activities, refer Participant to an Activity in the Department’s IT Systems in accordance with the <a href="#">Activity Management</a> Chapter.</li> <li>• Enter the associated Activity or Vacancy into the commitment in the Department’s IT Systems.</li> <li>• For supervision costs, retain dated and signed timesheets or written evidence (e.g. an email) showing the hours completed by the Supervisor in their role as the Supervisor for the Activity.</li> <li>• For a Department approved Non-Government Program, retain the individual program cost per Participant as supplied by the organisation delivering the program.</li> </ul>
<p><b>Certified Interpreters</b></p>	<p>Providers may use this category for certified interpreter services for Participants, including for pending Participants.</p> <p>Providers can claim the cost of the certified interpreter when an interpreter is arranged and paid for, but the Participant does not attend the scheduled appointment.</p> <p>Providers can also use this category for the cost of translating important documents such as qualifications, training certificates and transcripts.</p>	<p>Refer to the <a href="#">Summary of required Documentary Evidence</a> section for the Documentary Evidence requirements.</p> <p>There are no additional Documentary Evidence requirements for this category.</p>

Category	Category details	System and Documentary evidence requirements
<p><b>Cohort Specific Training</b></p>	<p>Providers may use this category for training for Aboriginal and Torres Strait Islander and Refugee Participants that cannot be claimed under another training category:</p> <ul style="list-style-type: none"> <li>• Culturally appropriate non-accredited pre-placement training for Aboriginal and Torres Strait Islander Participants and their Employers or Host Organisations (including Work for the Dole Hosts). For example, foundation or life skills (e.g., time management, how to use public transport, budgeting); vocational pre-employment training to help Participants prepare for engagement in the workforce or cultural competency training. <ul style="list-style-type: none"> <li>○ When claiming Reimbursement for training delivered by the Provider's Own Organisation or a Related Entity, assistance is limited to a cap of \$1,650 (GST inclusive) per Participant, per financial year.</li> </ul> </li> <li>• Post-placement non-accredited Workplace English language training for Refugee Participants, such as English Language and Literacy Training.</li> </ul>	<p>Refer to the <a href="#">Summary of required Documentary Evidence</a> section for the Documentary Evidence requirements.</p> <p>There are no additional Documentary Evidence requirements for this category.</p>
<p><b>Communication and Technology</b></p>	<p>Providers may use this category for the purchase of phone or data cards or vouchers, mobile phones, and hardware and software packages required by a Participant to find and keep a job or to participate in training, activities, or other programs.</p>	<p>In addition to the Documentary Evidence requirements for all purchases detailed in the <a href="#">Summary of required Documentary Evidence</a> section, a Provider must:</p> <ul style="list-style-type: none"> <li>• Record the assistance type in the commitment to outline the type of purchase.</li> </ul>

Category	Category details	System and Documentary evidence requirements
		<ul style="list-style-type: none"> <li>For vouchers, retain Documentary Evidence demonstrating the Participant received the item.</li> </ul>
<p><b>Non-Vocational Support</b></p>	<p>Providers may use this category for the purchase of:</p> <ul style="list-style-type: none"> <li>Out-of-pocket medical and health related expenses if health issues are inhibiting a Participant’s capacity to find and keep a job, such as medical consultations, prescribed tests, medicines or aids directed by a medical professional. Medical costs can only be claimed if not covered by Medicare, private health insurance or other subsidies or programs.               <ul style="list-style-type: none"> <li>If a Participant has lodged a claim through the Department’s Personal Accident Insurance policy, Providers must meet additional requirements for claiming Reimbursement for medical and out-of-pocket expenses. Refer to the <a href="#">WHS Incidents and Insurance Readers Guide</a> on the <a href="#">Provider Portal</a>.</li> </ul> </li> <li>Rent and crisis accommodation when a Provider and Participant have exhausted all other avenues of assistance.</li> <li>Food vouchers and the reimbursement of food purchases.</li> <li>Other types of costs that are inhibiting a Participant’s capacity to be engaged to find and keep a job, such as utility costs and legal expenses, that cannot be recorded against another category.</li> </ul> <p>The <a href="#">Determining what is a Prohibited Purchase</a> section lists the exceptions to the use of this category.</p>	<p>In addition to the Documentary Evidence requirements for all purchases detailed in the <a href="#">Summary of required Documentary Evidence</a> section, a Provider must:</p> <ul style="list-style-type: none"> <li>Record the assistance type in the commitment to outline the type of purchase.</li> <li>For food vouchers, retain Documentary Evidence demonstrating the Participant received the item.</li> </ul>

Category	Category details	System and Documentary evidence requirements
<b>Professional Services</b>	<p>Requirements for any professional service</p> <p>Providers may use this category for professional services such as:</p> <ul style="list-style-type: none"> <li>• prevention, detection and management of mental and substance abuse disorders.</li> <li>• drug and alcohol counselling and rehabilitation.</li> <li>• mental health and family counselling.</li> <li>• anger management.</li> <li>• personal development for addressing self-esteem and confidence issues.</li> <li>• vocational rehabilitation for Participants to re-enter Employment.</li> </ul> <p>All professional services must be delivered by either a:</p> <ul style="list-style-type: none"> <li>• qualified psychologist who is currently registered as a psychologist with the Australian Health Practitioner Regulation Agency (AHPRA).</li> <li>• qualified allied health professional<sup>[1]</sup> who has a degree or graduate diploma relevant to the services they are delivering in either: <ul style="list-style-type: none"> <li>○ allied health services or behavioural sciences</li> <li>○ social work</li> <li>○ rehabilitation counselling</li> <li>○ other allied health qualifications.</li> </ul> </li> </ul>	<p>In addition to the Documentary Evidence requirements for all purchases detailed in the <a href="#">Summary of required Documentary Evidence</a> section, a Provider must:</p> <ul style="list-style-type: none"> <li>• Enter the following into the commitment in the Department's IT Systems: <ul style="list-style-type: none"> <li>○ the specialist type (psychologist or other allied health professional)</li> <li>○ the session type (individual, group or report preparation)</li> <li>○ the duration of the session (in minutes)</li> <li>○ confirmation whether the Participant attended the appointment.</li> </ul> </li> <li>• Create and maintain in the Department's IT Systems a list of the staff members in the Provider's Own Organisation or a Related Entity who will deliver professional services (either psychologists or other allied health professionals).</li> <li>• Retain sufficient items of Documentary Evidence that in combination includes the following for externally delivered professional services: <ul style="list-style-type: none"> <li>○ a description of the service delivered</li> <li>○ specify whether the Participant attended the appointment.</li> </ul> </li> <li>• Retain sufficient items of Documentary Evidence that in combination includes the following for</li> </ul>



Category	Category details	System and Documentary evidence requirements
	<p>Where the allied health qualification relates to a field that requires professional registration to practise, the allied health professional must be currently registered with the relevant authority.</p> <p>All professional services can be delivered either in-person, or via video or teleconference.</p> <p>All claims for Reimbursement must only be for either:</p> <ul style="list-style-type: none"> <li>• the delivery of the actual appointment.</li> <li>• the preparation of a psychological report (as defined by the Australia Psychological Society<sup>[2]</sup>).</li> </ul> <p>Providers must not claim administrative costs such as time taken writing appointment case notes, letters, follow-up, or appointment-related phone calls. In addition, Providers must not claim any costs associated with the setup and ongoing cost of using video or teleconferencing for delivery of professional services.</p> <p>Providers may claim missed appointments but are limited to 3 instances per Participant, per Provider, per financial year.</p> <p><b>Additional requirements for delivery by staff of Own Organisation or Related Entities.</b></p> <p>Standard rates apply for professional services delivered by a staff member employed by the Provider’s Own Organisation or a Related</p>	<p>professional services delivered by the Provider’s Own Organisation or a Related Entity:</p> <ul style="list-style-type: none"> <li>○ a description of the service delivered</li> <li>○ identify the specialist type (psychologist or other allied health professional)</li> <li>○ identify the session type (individual or group)</li> <li>○ the duration of the service</li> <li>○ specify whether the Participant attended the appointment</li> </ul> <ul style="list-style-type: none"> <li>• Maintain a listing for professional services delivered by staff employed by the Provider’s Own Organisation or a Related Entity that records the following information: <ul style="list-style-type: none"> <li>○ the staff member’s name</li> <li>○ specialist type</li> <li>○ qualification details</li> <li>○ the authority with whom the staff member is registered with (if the qualification of the staff member relates to a field that requires professional registration to practice)</li> <li>○ registration number where applicable.</li> </ul> </li> </ul> <p><sup>[1]</sup>The Allied Health Professionals Australia website (at <a href="http://www.ahpa.com.au/">www.ahpa.com.au/</a>) has further information on allied health professionals.</p>

Category	Category details	System and Documentary evidence requirements
	<p>Entity. The maximum amounts that can be claimed are calculated according to the following rates:</p> <ul style="list-style-type: none"> <li>• For individual sessions (including preparation of psychological reports) or group sessions attended by up to 5 Participants: <ul style="list-style-type: none"> <li>○ \$4.00 per minute (GST inclusive) for services delivered by a qualified allied health professional</li> <li>○ \$4.33 per minute (GST inclusive) for services delivered by a qualified psychologist.</li> </ul> </li> <li>• For group sessions attended by 6 or more Participants: <ul style="list-style-type: none"> <li>○ \$0.67 per Participant per minute (GST inclusive) for services delivered by a qualified allied health professional</li> <li>○ \$0.72 per Participant per minute (GST inclusive) for services delivered by a qualified psychologist.</li> </ul> </li> </ul> <p>If Participants from a Provider’s Caseload make up a portion of the Participants in a group session, a Provider must only claim the pro-rata amount of the relevant group session standard rate. For example, if a Provider has 2 Participants out of 5 Participants in a one hour group session delivered by a qualified psychologist of a Related Entity, a Provider would claim \$51.96 (GST inclusive) for each Participant (i.e. <math>\\$4.33 \times 60 = \\$259.80</math>, divided by 5 Participants = \$51.96 per Participant per hour).</p>	<p><sup>[2]</sup>Australian Psychological Society (APS) defines psychological reports as: “A report is a psychological service that is directly requested by the referring agency or client. Thus, reports prepared for clients are usually done so on the basis of explicitly written consent from the client or legal guardian. A report is a structured presentation typically including such components as relevant psychosocial history, history of presenting issues, present condition, test results, option and intervention recommendation. Professional letters to medical or other referral agencies concerning treatment needs of the client are not considered to constitute reports. Note that report preparation time is inclusive of relevant file and document review.” (Definition sourced from APS national schedule of recommended fees and item numbers for psychological services).</p>

Category	Category details	System and Documentary evidence requirements
<b>Provider Indigenous Mentoring Capability</b>	<p>A Provider must submit a proposal to the Department for approval. Refer to the Employment Fund – Provider Indigenous Mentoring Capability Proposal template.</p> <p>Providers may use this category for expenditure related to a Provider building and increasing their Indigenous mentoring capability. For example:</p> <ul style="list-style-type: none"> <li>• design or redesign, and implementation of Aboriginal and Torres Strait Islander employment strategy.</li> <li>• hiring a consultant to develop and implement a Reconciliation Action Plan.</li> <li>• training (accredited and non-accredited) to staff who will be providing ongoing mentoring to Indigenous Participants.</li> <li>• development and release of IT Applications (e.g. a Mentoring App).</li> <li>• professional development (e.g. attendance at conferences and workshops).</li> </ul> <p>The <a href="#">Determining what is a Prohibited Purchase</a> section lists the exceptions to the use of this category.</p>	<p>A Provider must:</p> <ul style="list-style-type: none"> <li>• Enter the good or service being claimed into the commitment in the Department’s IT Systems prior to claiming Reimbursement.</li> <li>• Upload evidence as detailed in the <a href="#">Summary of required Documentary Evidence</a> section in the Department’s IT Systems prior to claiming Reimbursement.</li> </ul>
<b>Relocation Assistance</b>	<p>Providers may use this category to assist a Participant taking up a job in another location if the Participant has accepted a job more than 90 minutes away from their current residence. The Provider must verify the placement details with the Employer.</p> <p>Support, which can be provided before the Participant moves, includes but is not limited to removalist costs, travel costs, disturbance costs and short-term accommodation costs. This may</p>	<p>In addition to the Documentary Evidence requirements for all purchases detailed in the <a href="#">Summary of required Documentary Evidence</a> section, a Provider must:</p> <ul style="list-style-type: none"> <li>• Refer Participant to a Vacancy in the Department’s IT Systems in accordance with the <a href="#">Provider Payments and Vacancies Chapter</a>.</li> <li>• Enter the associated Vacancy into the commitment in the Department’s IT Systems.</li> </ul>

Category	Category details	System and Documentary evidence requirements
	<p>include relocation costs for a dependant of a Participant<sup>[3]</sup>. Support should be proportionate to the circumstances.</p> <p>The <a href="#">Determining what is a Prohibited Purchase</a> section lists the exceptions to the use of this category.</p>	<ul style="list-style-type: none"> <li>• Record the assistance type in the commitment to outline the type of purchase.</li> <li>• For travel related vouchers, retain Documentary Evidence demonstrating the Participant received the item.</li> <li>• Where a Participant receives assistance to relocate with a dependent, the Provider must retain a file note outlining the reason for their approval, based on their assessment of the genuine dependency of the relationship.</li> </ul> <p><sup>[3]</sup> A dependent may include a member of the Participant’s household who is a:</p> <ul style="list-style-type: none"> <li>• dependent child/children under 24 years of age who is: <ul style="list-style-type: none"> <li>○ financially dependent on the relocating Participant; or</li> <li>○ the dependent child of the partner of the Participant where they are a member of a couple under social security law and the partner is receiving a government payment related to the child or children.</li> </ul> </li> <li>• spouse/partner of the Participant who is also receiving an Australian Government income support payment or pension</li> <li>• an elderly parent/s who: <ul style="list-style-type: none"> <li>○ has reached Australian Pension age;</li> </ul> </li> </ul>

Category	Category details	System and Documentary evidence requirements
		<ul style="list-style-type: none"> <li>○ lives in the same residence as the Participant;</li> <li>○ is dependent on the Participant for day-to-day care;</li> <li>○ is relocating to reside with the Participant.</li> </ul> <p>Where the dependent of the Participant does not meet these requirements, Providers can assess if there is a genuine dependency relationship, for example if the Participant has legal caring responsibilities for an adult child with a disability.</p>
<b>Transport</b>	<p>Providers may use this category for assistance relating to:</p> <ul style="list-style-type: none"> <li>• Driving lessons<sup>[4]</sup> for driver’s licence classification C (Car) and R (Motorcycle), which is capped at \$8,800 (GST inclusive) per Participant, per Provider, per Period of Unemployment.</li> <li>• Driver’s licence test and licence fee for classification C (Car) and R (Motorcycle).</li> <li>• Public and private transport and travel assistance for Participants to attend job search related activities, medical appointments and health interventions, training, programs or Employment. For example, public transport card top-ups, petrol cards, vehicles including cars or bicycles, vehicle registrations and inspections, compulsory third party vehicle inspections, and ticket and overnight accommodation for a Participant to attend a job interview in another city.</li> <li>• Costs associated with hiring a bus or other vehicle to transport multiple Participants to a program or Activity (excluding Work for the Dole Activities), Employment, or other employment-related activities (such as a job fair or interview). This does not include driving time or overhead</li> </ul>	<p>In addition to the Documentary Evidence requirements for all purchases detailed in the <a href="#">Summary of required Documentary Evidence</a> section, a Provider must:</p> <ul style="list-style-type: none"> <li>• Record the assistance type in the commitment to outline the type of purchase.</li> <li>• For petrol vouchers or public transport cards, retain Documentary Evidence demonstrating the Participant received the item.</li> </ul> <p><sup>[4]</sup> Each state and territory impose requirements on a person who provides pre-licence driver training for reward or payment. These requirements include (at a minimum) registration with the state authority and a police check. Many states and territories also require individuals to have completed a Certificate IV or other training program, and to pass a working with children check.</p>

Category	Category details	System and Documentary evidence requirements
	<p>costs. To claim Reimbursement for bus-hire costs, the Provider must hire a bus from an external organisation, community sector organisation or a Related Entity, (i.e. not from the Provider's Own Organisation) and ensure the bus is registered.</p> <p>Providers may claim assistance given to a Participant to gain or regain their driver's licence after loss due to driving offences. However, assistance is limited to one claim per Participant, per Period of Unemployment.</p>	
<b>Wage Subsidies</b>	Refer to the <a href="#">Wage Subsidies Chapter</a> on how to reimburse wage subsidies from the Employment Fund.	Refer to the <a href="#">Wage Subsidies Chapter</a> for further information on system and Documentary Evidence requirements.
<b>Work-Related Items</b>	<p>Providers may use this category for purchases that are directly related to training, participation in programs or Employment that are:</p> <ul style="list-style-type: none"> <li>• Not a prohibited purchase, and</li> <li>• Cannot be recorded against another category.</li> </ul> <p>Examples of purchases under this category include:</p> <ul style="list-style-type: none"> <li>• Clothing and presentation purchases, for example <ul style="list-style-type: none"> <li>○ work-related clothing, for example business shirts</li> <li>○ personal protective clothing, such as hi-vis shirts and steel cap boots, where these are not for a Participant to participate in a Work for the Dole activity</li> <li>○ hygiene packs</li> </ul> </li> </ul>	<p>In addition to the Documentary Evidence requirements for all purchases detailed in the <a href="#">Summary of required Documentary Evidence</a> section, a Provider must:</p> <ul style="list-style-type: none"> <li>• Enter the purchase type in the Department's IT Systems, outlining the purchase.</li> </ul>

Category	Category details	System and Documentary evidence requirements
	<ul style="list-style-type: none"> <li>○ basic haircuts.</li> <li>• The purchase of tools, books and equipment required by a Participant to find and keep a job, or to participate in training, programs, and/or education.</li> <li>• Pre-employment medical checks.</li> <li>• Working with Children checks.</li> <li>• Working with Vulnerable People checks.</li> <li>• Police checks for Participants.</li> <li>• Out-of-pocket expenses for childcare, after-school care or holiday care not covered by Government rebates.</li> </ul>	
<p><b>Work-Related Training and Licensing</b></p>	<p>Providers may use this category to assist Participants with non-accredited training and work-related licences that focus on obtaining skills relevant for a particular job, employer or industry. Examples of non-accredited training include:</p> <ul style="list-style-type: none"> <li>• software training, such as Excel or MYOB</li> <li>• barista training</li> <li>• asbestos awareness</li> <li>• manual handling training</li> <li>• pre-employment food safety training</li> <li>• pre-employment training with fitness components.</li> </ul> <p>Providers may also claim for the cost of a work-related licence, the associated test fees, and the accredited training costs to obtain the licence under this category, if the accredited training is a prerequisite to applying for or obtaining the licence (noting these can often be packaged into the one price). Providers can also use</p>	<p>In addition to the Documentary Evidence requirements for all purchases detailed in the <a href="#">Summary of required Documentary Evidence</a> section, a Provider must:</p> <ul style="list-style-type: none"> <li>• Record the assistance type in the commitment to outline the type of purchase.</li> <li>• Record the industry relevant to the purchase.</li> </ul>

Category	Category details	System and Documentary evidence requirements
	<p>this category for non-accredited 'refresher' training for a current valid licence. Examples include:</p> <ul style="list-style-type: none"><li>• security licence</li><li>• forklift licence</li><li>• light/medium/heavy rigid licence, including 'refresher' training for a current licence</li><li>• taxi licence/driver accreditation/limousine licence</li><li>• white card (or State/Territory equivalent)</li><li>• working at heights certificate</li><li>• first aid certificate</li><li>• responsible service of alcohol certificate</li><li>• responsible conduct of gambling certificate</li></ul> <p>The <a href="#">Determining what is a Prohibited Purchase</a> section lists the exceptions to the use of this category.</p>	



## Chapter 7. Wage Subsidies

### Supporting Documents for this Chapter

- [Wage Subsidy Operations Guide](#)
- [Wage Subsidy Payment template](#)

### 7.1. Chapter Overview

Wage Subsidies are a financial incentive Providers can offer to eligible Employers to encourage them to hire eligible Participants in ongoing jobs by contributing to the initial costs of hiring a new employee. Wage Subsidies can help to build a business and give Employers flexibility in their hiring options.

There are 2 Wage Subsidy types available:

- the Youth Bonus Wage Subsidy, funded from a demand-driven pool, and
- the Workforce Australia Services Wage Subsidy (WASWS), funded through the Employment Fund.

Unless otherwise specified, all processes in this Chapter apply to both Wage Subsidy types.

Providers are expected to work directly with Employers to understand their recruitment needs, the needs of the job placement, and to recommend Participants who are a good fit for the role. As part of these interactions, Providers should develop productive relationships with Employers and offer Wage Subsidies as part of an ongoing program of support to assist disadvantaged Participants to secure employment that matches their skills and experience and meets the needs of Employers.

Providers are best placed to assess the needs of Participants and Employers in their local labour market and based on this, Providers can decide whether to offer a Wage Subsidy to an Employer. This means a Provider may choose not to offer a Wage Subsidy to an Employer even if all eligibility requirements are met.

In determining whether to offer a Wage Subsidy, Providers must ensure that the following principles are met:

- providing value for money
- compliance with any work, health and safety requirements under the relevant state or territory legislation
- withstanding public scrutiny
- not bringing employment services or the Australian Government into disrepute.

Providers must ensure Employers are aware they are not entitled to receive a Wage Subsidy until such time as the Provider has decided to offer a Wage Subsidy to the Employer and the Employer has entered into a Wage Subsidy Agreement with the Provider via a Wage Subsidy Agreement approved within 28 days of the Participant commencing Employment (see [Head Agreements and Schedules](#)).

### 7.2. Wage Subsidy Eligibility Requirements

#### 7.2.1. Participant Eligibility

Participant eligibility criteria for the available Wage Subsidies is detailed in Attachment 7A.

The Department's IT Systems will determine a Participant's eligibility for a Wage Subsidy, based on their time spent participating in relevant employment services. Eligibility is determined based on the Job Placement start date.

If a Provider determines the Department's IT Systems has incorrectly determined Participant eligibility, the Provider must contact their Provider Lead to discuss the issue.

### 7.2.2. Employer Eligibility

A Wage Subsidy Employer must be a legal entity with a valid ABN which complies with all eligibility requirements under the Wage Subsidy Head Agreement terms and conditions. A Wage Subsidy Employer must also have a verified and active Workforce Australia Online for Business account.

A Wage Subsidy Employer must not be:

- the Provider's Own Organisation
- a Related Entity of the Provider
- a government entity
- a prior employer of the Participant (within the last 2 years)
- a Family Member
- of the Participant
- suspended or excluded from receiving Wage Subsidies
- a labour hire company or Group training Organisation, except where the requirements below are met, or
- as otherwise advised by the Department.

### Labour Hire Companies and Group Training Organisations

A Wage Subsidy Employer can be a labour hire company or a group training organisation, provided the company is paying the Participant's wages and the placement/s with the host business/es meet all eligibility criteria of the Wage Subsidy Placement and Employer.

If a labour hire company or a group training organisation is receiving a Wage Subsidy for an employee, they must disclose:

- to the host business/es that they are receiving a Wage Subsidy for an employee. The Wage Subsidy Employer must retain Documentary Evidence of the disclosure and supply it to the Provider if requested.
- to the Provider, prior to being eligible for any Wage Subsidy payments, the ABN of the host business/es the Wage Subsidy Participant was placed with for the duration of the Wage Subsidy Agreement.

Host businesses who subsequently employ a Wage Subsidy Participant on an ongoing basis are not eligible to receive a Wage Subsidy for that Participant, where they hosted the same Participant within the previous 2 years. See [Not eligible – Prior Employment](#) section for details.

### Not eligible – Government Entities

A Wage Subsidy Employer or host business must not be an Australian Government or state or territory government entity.

Similarly, the Employment position cannot be funded by an Australian, state or territory government entity.

**Example:** A Wage Subsidy Agreement cannot be entered into for a labour hire company which places a Participant in an Australian Government-operated call centre, or a state government-operated manufacturer of ships.

A Wage Subsidy Employer can be a local government entity, provided the Employment position is not funded by an Australian, state or territory government entity.

Providers can use the Australian Government's website ABN Lookup ([abr.business.gov.au](http://abr.business.gov.au)) to determine if an Employer is a government entity, and/or request proof from the Employer.


### Not eligible – Prior employment

An Employer will not be eligible to receive a Wage Subsidy where, prior to the Job Placement Start Date, the Participant has been employed by the Employer (including placements with host businesses via a labour hire company), or any other entities associated with the Employer, within the previous 2 years.

Paid Induction Periods (paid work trials) and periods of unpaid work trials (e.g., work experience or PaTH Internships), whether recorded in the Department's IT Systems or agreed between an Employer and Participant, are not considered prior Employment.

Wage Subsidy Placements cannot include periods of unpaid work trials. Providers can use Wage Subsidies for Employment that starts after an unpaid work trial ends, if all other eligibility requirements for the Participant, Employer and Placement are satisfied.

Where a Wage Subsidy Participant commenced Employment up to 14 days earlier than the Job Placement Start Date recorded in the Department's IT Systems, Providers can allow the wage subsidy to proceed, where payroll evidence is provided, and the Participant was eligible on the actual start date of Employment.

 Providers must retain payroll evidence of the Wage Subsidy Placement start date, where it differs from the Job Placement Start Date recorded in the Department's IT Systems.

### Not eligible – Family Members

A Participant who is a Family Member of the Wage Subsidy Employer is not eligible to attract a Wage Subsidy for a Wage Subsidy Placement. This ensures there is no real or perceived conflict of interest or unfair advantage compared with another member of the public.

### 7.2.3. Placement Eligibility

A Wage Subsidy Placement is an Employment position with an eligible Employer that meets all eligibility requirements. The Employment position can be:

- full-time, part-time or casual
- an apprenticeship or traineeship, and/or
- found by the Provider or by the Participant.

A Wage Subsidy Placement must:

- be a sustainable and ongoing position of not less than 6 months, and the Wage Subsidy Employer knows of no reason why the Employment will not continue indefinitely. This means the Employment is not intended to end when the Wage Subsidy ceases.
- offer the required minimum average hours per week over the duration of the Wage Subsidy Agreement
- comply with all Employment standards for the Employment position under any Commonwealth, state and/or territory laws, including:
  - complying with the [National Employment Standards – Fair Work Act 2009 \(Cth\)](#).
  - paying the relevant Wage Subsidy Participant at least the equivalent of the minimum rate prescribed in any Modern Award that covers or applies to the Employment position or, if no Modern Award covers or applies to the Employment position, at least the equivalent of the [National Minimum Wage](#)
- comply with all relevant laws and requirements of any Commonwealth, state, territory or local authority, including work, health and safety legislation
- provide a safe system of work for the Wage Subsidy Participant at all times during the Wage Subsidy Placement
- not displace an existing employee
- not be a commission-based, self-employment or subcontracted position (excluding Placements with labour hire companies or group training organisations)
- not otherwise be a [Non-Payable Outcome](#) as defined in the Outcomes Chapter.

## Partial Capacity to Work (PCW)

PCW Participants are eligible for a Workforce Australia Services Wage Subsidy where they work the minimum average hours per week over the duration of the Wage Subsidy Placement agreed between the Provider and Wage Subsidy Employer and meet all other eligibility requirements for the relevant Wage Subsidy. Youth Bonus Wage Subsidy Participants must work a minimum average of 20 hours per week.

The Provider must consider the Participant's Employment Services Assessment (ESAt) when determining the suitability of the Wage Subsidy Placement for the Participant. A PCW Participant must not be compelled to undertake more than their assessed work capacity, but they may volunteer to do so.

## Approved Leave

Approved leave is leave the Wage Subsidy Employer agrees to, and/or must provide, in accordance with any relevant Modern Award that applies to or covers the Employment position, and the minimum Employment entitlements set out in the National Employment Standards – *Fair Work Act 2009* (Cth).

All periods of approved leave (subject to the below requirements) recorded in payroll evidence, count towards the requirement for a Wage Subsidy Participant to work a minimum average number of hours per week.

Where a Wage Subsidy Participant requests and has leave approved in accordance with entitlements under a relevant Modern Award or the National Employment Standards – *Fair Work Act 2009* (Cth), and the leave is recorded in Documentary Evidence, it counts towards the minimum average hours per week requirement. However, approved leave cannot be used by a Wage Subsidy Employer to

supplement a Wage Subsidy Participant's work hours for the purpose of meeting the minimum average number of hours per week.


Industry recognised shutdowns, such as school or public holidays, may be considered approved leave for the period a Wage Subsidy Participant is paid wages during a period of shut down. The period of approved leave must only cover the hours a Wage Subsidy Participant would have worked outside of the shutdown period and cannot be topped up with additional hours to meet the minimum average weekly hours.

**Examples:**

A Wage Subsidy Employer cannot request a Wage Subsidy Participant take approved leave or record a Wage Subsidy Participant as having taken leave to meet the minimum average hours per week requirement.

A Wage Subsidy Participant declining shifts or not turning up to rostered work hours is not approved leave.

Where the Wage Subsidy Participant is still on the Caseload of a Provider, the Provider must provide post-placement support to understand and help the Participant address any issues they may be facing or consider appropriate action under the Targeted Compliance Framework in these instances.

 Evidence of approved leave (paid or unpaid) must show that the Wage Subsidy Employer agreed to the leave at the time the Wage Subsidy Participant requested it, and either be:

- recorded on the Wage Subsidy Participant's payslip; or
- on a written declaration from the Employer.

All periods of approved leave (subject to the above requirements) recorded in payroll evidence, count towards the requirement for a Wage Subsidy Participant to work a minimum average number of hours per week.

### **7.3. Offering and Negotiating Wage Subsidy Agreements**

Providers are responsible for negotiating and managing all elements of a Wage Subsidy Agreement including making payments to Wage Subsidy Employers.

In negotiating a Wage Subsidy Agreement, Providers must first confirm which Wage Subsidy a Participant is eligible to attract.

See [Table 7-A: Wage Subsidy Types and Participant Eligibility Requirements](#) for further details.

#### **7.3.1. Head Agreements and Schedules**

The Wage Subsidy Agreement consists of the general terms and conditions of the Head Agreement and the specific terms relating to the Wage Subsidy Placement, Wage Subsidy Participant, and the Wage Subsidy Period/s set out in the relevant Schedule.

The Wage Subsidy Period means the payment period for a Wage Subsidy, which are instalment payments of the agreed maximum amount.

Providers must enter into a Head Agreement once with each Wage Subsidy Employer, via the Department's IT Systems (refer to [Wage Subsidy Operations Supporting Document](#) for further information). A Sample Copy of the Head Agreement can be found on the Provider Portal.

Once a Head Agreement has been entered into, a separate Schedule for each new Wage Subsidy Participant must be attached to the Head Agreement. Schedules contain the specific details of the Wage Subsidy Placement for each new Wage Subsidy Participant.

Each Schedule the Provider attaches to the Head Agreement will relate to a single Wage Subsidy Placement and will create a separate contract (Wage Subsidy Agreement) between the Provider and the Wage Subsidy Employer in relation to that Wage Subsidy Placement. Both the Head Agreement and the Schedule must be in the form specified by the Department, created in the Department's IT Systems.



Where the Department changes the terms and conditions of the template Head Agreement, the Provider must enter into a new Head Agreement with each Wage Subsidy Employer in accordance with the updated terms and conditions before attaching any new Schedules in respect of Wage Subsidy Placements. This includes having to enter into a new Head Agreement with those Employers with whom the Provider already has a Head Agreement.

### 7.3.2. Negotiating Terms of the Wage Subsidy

Providers must explain the terms and conditions of the Wage Subsidy Agreement to the Employer to ensure they fully understand their rights and obligations in accepting the Wage Subsidy, including any Documentary Evidence required by the Provider to confirm the Employer's compliance with the terms and conditions over the course of the Wage Subsidy Agreement.

The term of a Wage Subsidy Agreement begins (Wage Subsidy Placement start date) on the Job Placement Start Date. The Wage Subsidy Agreement ends on the date agreed by both the Provider and Employer (i.e., between six and 26 weeks following the Wage Subsidy Placement start date, subject to the Wage Subsidy type; see Table 7-A: Wage Subsidy Types and Participant Eligibility Requirements for details), or on the date Employment ceases where a Wage Subsidy Placement terminates earlier than the agreed date.

The Provider must negotiate with the Wage Subsidy Employer a Wage Subsidy Period that works best for the Wage Subsidy Employer's business, subject to the agreed duration of the Wage Subsidy Agreement. A Wage Subsidy Period can be weekly, fortnightly, monthly, quarterly, on completion, or any other timeframe as agreed by the Provider and Wage Subsidy Employer. Wage Subsidy Periods must be recorded on the Schedule. See [Payments to Wage Subsidy Employers](#) section for more information.


Providers must not charge Wage Subsidy Employers to manage Wage Subsidy Agreements.

Providers must ensure Employers are aware of the requirement to approve and manage their Wage Subsidy Agreements online via the [Workforce Australia website](#). Providers should refer Wage Subsidy Employers to the 'How to Manage Wage Subsidies for Employers' help guide (located on the [Workforce Australia website](#)) for details on how to create an account and manage their Wage Subsidy Agreements, including submitting Documentary Evidence.



Wage Subsidy Agreements must be approved in the Department's IT Systems by the Provider, and online by the Wage Subsidy Employer on the [Workforce Australia website](#).

- Wage Subsidy Agreements will not be accepted in an offline format. Should the Provider or Wage Subsidy Employer experience difficulties using the Department's IT Systems and/or [Workforce Australia website](#) to approve the Wage Subsidy Agreement, they must contact their Provider Lead for assistance.

 If amendments are required during the Wage Subsidy Agreement term (other than the start date), the Provider must agree on the changes with the Wage Subsidy Employer and update the details in the Wage Subsidy Agreement in the Department's IT Systems.

### 7.3.3. Time requirements for approving a Wage Subsidy

Providers have the discretion to offer Wage Subsidies after the Participant has commenced Employment if all eligibility requirements are satisfied. However, Providers must ensure that the Wage Subsidy Agreement has been entered into and approved by the Employer in the Department's IT Systems within 4 weeks (28 days) of the Wage Subsidy Placement commencing.

Wage Subsidy Agreements will not be approved outside of this timeframe, and Providers will not be Reimbursed for any Wage Subsidy Agreements they enter into with an Employer outside of this timeframe.


Providers are required to have appropriate administrative processes in place to meet the 28-day timeframe and must work with Wage Subsidy Employers to ensure that this timeframe is met. If the Department determines there is evidence (e.g., correspondence and/or a draft Wage Subsidy Agreement in the Department's IT Systems) that the Provider delayed the Employer's approval, the Department may take compliance action against a Provider. This may include including Directing the Provider to make Wage Subsidy payments to the Wage Subsidy Employer without reimbursement and/or blocking Outcome payments associated with the Employment position.

See [Head Agreements and Schedules](#) section for more information.

## 7.4. Payments to Wage Subsidy Employers

The Provider must have entered into a Wage Subsidy Agreement with the Wage Subsidy Employer and all terms and conditions of the Wage Subsidy Agreement must be satisfied before the Provider can make a payment to the Wage Subsidy Employer.

Wage Subsidy payments must not exceed 100 per cent of the Participant's wages at any point over the Wage Subsidy Placement period.

 Wage Subsidy Employers must invoice the Provider to receive a Wage Subsidy payment and submit the required Documentary Evidence to support payment (see [Summary of Documentary Evidence](#) section).

### 7.4.1. Change of Business Ownership

If a Wage Subsidy Employer changes ownership, the new owner is eligible to claim the remaining Wage Subsidy payment/s, provided all other eligibility requirements are met. The Wage Subsidy Agreement must be novated between the parties before the new owner can claim the remaining Wage Subsidy payment/s.

### 7.4.2. Calculating Payments for Early Terminations

If a Wage Subsidy Placement terminates early, Providers must calculate any outstanding payments based on the number of weeks the Wage Subsidy Participant worked for the required minimum average hours per week from the Wage Subsidy Placement start date.

If the Wage Subsidy Participant does not work the required minimum average hours per week throughout the Wage Subsidy Placement, the Wage Subsidy Employer will not be eligible to receive the full Wage Subsidy amount.

To work out the Wage Subsidy amount the Wage Subsidy Employer is entitled to, divide the total Wage Subsidy amount by the Wage Subsidy Agreement Term to calculate the weekly rate the Wage Subsidy Employer may be entitled to receive. Then multiply this amount by the number of weeks the Wage Subsidy Participant worked the minimum average number of hours per week.

Examples of how to calculate payments for early termination can be found in the [Wage Subsidy Operations Guide](#).

### **7.4.3. Concurrent Funding**

Wage Subsidy Employers are required under the Head Agreement to notify Providers of any Australian Government funding they receive for the Wage Subsidy Participant or placement.

Wage Subsidy Employers cannot access Wage Subsidies if they receive funding from other Australian Government, state or territory wage subsidies or similar employment program funding for the same Participant in the same Wage Subsidy Placement.

The Provider should continue to check whether the Wage Subsidy Employer is following the above requirements throughout the Wage Subsidy Agreement term.

### **Australian Apprenticeships Incentives Programme**

An Employer cannot receive both a Wage Subsidy and the Employer wage subsidy available under the Australian Apprenticeships Incentives Programme (AAIP) for the same Participant in the same Employment position.

An Employer can receive both a Wage Subsidy and the Employer incentives available under the AAIP. As the Employer incentives available under the AAIP aim to encourage and support training, these incentives are not characterised as a Wage Subsidy or similar employment funding.

### **7.4.4. Wage Subsidy Employers Not Registered for GST**

The total maximum amounts of a Wage Subsidy specified in this Guideline are GST inclusive. Where a non-GST registered Wage Subsidy Employer submits a tax invoice for the correct amount of a Wage Subsidy to a Provider, the Provider must pay the Wage Subsidy Employer the amount (GST Exclusive).

When the Provider submits a claim for Reimbursement, the Department will pay the full (GST inclusive) amount. The Provider is responsible for remitting the GST inclusive amount to the Australian Tax Office.

## **7.5. Claims for Reimbursement**

The Provider can only claim a Reimbursement for a Wage Subsidy payment if:

- all terms and conditions of the relevant Deed, this Guideline, and Wage Subsidy Agreement have been met
- they have first made the relevant payment out of their own funds to the Wage Subsidy Employer



- the relevant Wage Subsidy Participant worked the required minimum average hours per week over the Wage Subsidy Period
- the Reimbursement claim is for the same dollar value they paid the Wage Subsidy Employer
- they have retained sufficient Documentary Evidence to demonstrate the above.

### **7.5.1. Time requirements for claiming a Reimbursement**

The Department permits claims for Reimbursement to be rendered:

- after each Wage Subsidy payment is made in accordance with the Wage Subsidy Period/s recorded in the Schedule of the Wage Subsidy Agreement, or
- collectively at the end of the Wage Subsidy Placement.

Providers must submit all claims for Reimbursement no later than 56 days after the end of the Wage Subsidy Placement.

Providers should ensure that, where a Wage Subsidy Placement has terminated early, the correct Placement end date is recorded in the Department's IT Systems, and that claims for Reimbursement are submitted no later than 56 days from the end of the Wage Subsidy Placement.

Providers are required to have appropriate administrative processes in place to meet the 56 day timeframe and must work with the Wage Subsidy Employers to ensure that this timeframe is met. Providers who fail to meet the 56 day timeframe may not be Reimbursed.

Under the Head Agreement, Providers are required to make the final Wage Subsidy payment to the Wage Subsidy Employer where the Employer:

- requests the final Wage Subsidy payment, and
- supplies the required Documentary Evidence for that payment to the Provider within 28 days from the end of the Wage Subsidy Placement.

Providers may choose to make the final Wage Subsidy payment to the Wage Subsidy Employer where they submit the required Documentary Evidence after the 28 day timeframe, if all other eligibility requirements are met. However, the Provider must claim the Reimbursement from the Department no later than 56 days from the end of the Wage Subsidy Placement.

### **7.5.2. Managing Employment Fund Credits for Ended Workforce Australia Services Wage Subsidy Agreements**


When a Provider creates a Workforce Australia Services Wage Subsidy Agreement, the total Wage Subsidy amount is committed out of the relevant Site's Employment Fund notional bank balance (refer to the Employment Fund Chapter for further information). This commitment is held to ensure there is funding available to Reimburse all Wage Subsidy Agreement commitments. Any unclaimed credits will return to the Site's Employment Fund notional bank balance 183 calendar days after the end of the Wage Subsidy Agreement.


A Provider can return any remaining Employment Fund credits to the relevant Site's notional bank balance prior to 183 days when:

- a Wage Subsidy Agreement is ended
- all Reimbursements from the Department for Payments made to the Wage Subsidy Employer have been received
- the Provider is certain that no further claims for Reimbursement will be made against that particular Wage Subsidy Agreement.

By agreeing to a return of Employment Fund credits, the Provider is declaring that they will make no further claims for Reimbursement against that Wage Subsidy Agreement (including special claims).

Employment Fund credits that are returned cannot be reinstated.

 Providers should end Draft Agreements that are no longer required with the reason 'Created in Error'. This will immediately return credits to the Provider's Site notional bank balance.

 The Provider selects 'Return Credits' and confirms selection by selecting 'Yes' when the notification window pops up.

### 7.5.3. Recovery of Reimbursement Claims Paid

The Department may recover any Reimbursements made to the Provider, where the Department determines, at its absolute discretion that the Wage Subsidy Employer has:

- misused the Wage Subsidy, including, but not limited to, breaching clause 12 of the Head Agreement
- not met the terms and conditions of the Wage Subsidy Agreement
- been suspended and/or excluded by the Department from participating in Wage Subsidies, or
- otherwise engaged in activity that may bring, or could be perceived to bring, the use of Wage Subsidies or the Commonwealth of Australia into disrepute.

The Department may also recover any Reimbursement made to the Provider where the Department determines, at its absolute discretion, that the Provider has not met the requirements of the Deed and/or this Guideline.

## 7.6. Managing Wage Subsidy Agreements for Wage Subsidy Participants

### 7.6.1. Supporting Participants on Wage Subsidies

Providers are expected to provide continued support to Wage Subsidy Participants and Wage Subsidy Employers to maximise the success of Wage Subsidy Placements, including after a Wage Subsidy Participant is Suspended or Exited from a Provider's Caseload.

Providers should immediately advise the Department if a Wage Subsidy Participant reports any incidents of inappropriate or unsafe workplace behaviour and follow the appropriate departmental process.

### 7.6.2. Managing Wage Subsidy Agreements for Transferred Participants

When a Wage Subsidy Participant transfers to another Provider, the gaining and outgoing Providers must ensure both the Participant and Wage Subsidy Employer continue to be supported.

A Wage Subsidy Agreement should remain with the original Provider if the Participant transfers to another Provider, unless the Provider is exiting the market completely.

Where the original Provider is exiting the market completely, the Wage Subsidy Agreement will be transferred to the gaining Provider in the Department's IT Systems with an approved status. The gaining Provider must re-approve the Wage Subsidy Agreement and manage the Wage Subsidy

Agreement for the remainder of the term, including making any remaining payments to the Wage Subsidy Employer.

### **7.6.3. Managing Wage Subsidy Agreements on Behalf of Another Provider**

Providers can collaborate with other Providers to manage Wage Subsidy Agreements for Wage Subsidy Participants who are not on their Caseload (e.g., where a Participant exits a Provider's Caseload prior to the creation of the Vacancy and Wage Subsidy Agreement). Both Providers must agree on the division of responsibilities for managing all aspects of the Wage Subsidy Agreement. Providers can liaise through their Provider Lead where assistance establishing the Wage Subsidy Agreement is required.

If a Provider collaborates with other Providers to cater for an Employer's needs, the Provider who owns the Vacancy should negotiate, create, approve, and manage the Wage Subsidy Agreement with the Wage Subsidy Employer, including making any Wage Subsidy payments.

For Wage Subsidy Agreements funded through the Employment Fund, Providers must negotiate and agree to transfer Employment Fund credits for the Wage Subsidy Agreement between the managing and servicing Providers before the Wage Subsidy Agreement is entered into.

See the Employment Fund Chapter for information relating to transferring credits between Providers.

## **7.7. Summary of Documentary Evidence**

Providers must obtain sufficient Documentary Evidence to process a Wage Subsidy payment to an Employer and to claim Reimbursement from the Department.

### **7.7.1. Wage Subsidy Agreements**

For all Wage Subsidies, an approved Wage Subsidy Agreement, linking Vacancy, Employer and Placement details, must be entered into the Department's IT Systems.

For Workforce Australia Services Wage Subsidies, the Wage Subsidy Agreement Schedule must also include the agreed:

- duration of the Wage Subsidy Placement
- required minimum average weekly hours, and
- maximum amount of the Wage Subsidy being offered.

The above terms are not negotiable for Youth Bonus Wage Subsidy Agreements and will pre-populate this information.

Wage Subsidy Agreements must be approved online by the Wage Subsidy Employer on the [Workforce Australia website](#). Hard copy Wage Subsidy Agreements will not be accepted.

See Head Agreements and Schedules for more information.

### **7.7.2. Evidence from Wage Subsidy Employers – Participant Employment**

Providers must ensure all Documentary Evidence is retained to demonstrate the Wage Subsidy Participant was Employed in accordance with the terms and conditions of the Deed, Guideline and Wage Subsidy Agreement.

Documentary Evidence must include:

- a completed [Wage Subsidy payment template](#) (Refer to the [Wage Subsidy Operations Guide](#)), or
- payslips or a printout from the Wage Subsidy Employer's payroll software to demonstrate the hours worked (including any periods of approved leave taken) and wages paid for the entire period, or
- a statutory declaration, email or other correspondence from the Wage Subsidy Employer to confirm the Wage Subsidy Participant's Employment and,
- if the Wage Subsidy Employer is a labour hire company or group training organisation, the ABN of the host business/es the Wage Subsidy Participant was placed with throughout the Wage Subsidy Agreement Term. This can be recorded on the [Wage Subsidy payment template](#), provided via email or included in the statutory declaration.

Providers may request the Employer provides additional Documentary Evidence to support the Wage Subsidy Agreement. If requesting evidence additional to that required by the Department, the Provider must ensure the Employer understands what evidence will be required, the purpose of the evidence, and the timeframe for providing the evidence, prior to approving the Wage Subsidy Agreement, including but not limited to:

- payroll summaries and or tax invoices
- where a Wage Subsidy Participant's Employment ends prior to the Wage Subsidy Placement end date, a written statement of reasons why the Employment ended
- if the Wage Subsidy Employer is a labour hire company or group training organisation, written evidence that the Employer has disclosed to any relevant host business that it is receiving a Wage Subsidy for the relevant Wage Subsidy Placement
- any other evidence that the Provider deems necessary, relating to the relevant Wage Subsidy Placement, Wage Subsidy Participant, and/or Wage Subsidy Agreement.

The Department can request any documentation in relation to a Wage Subsidy Placement from Providers, to support Program Assurance Activities. If Providers do not have this Documentary Evidence, they can request it from Wage Subsidy Employers, as per the Employer's obligations under the Wage Subsidy Agreement.

### **7.7.3. Evidence from Provider – Claims for Reimbursement**

Providers must retain Documentary Evidence to demonstrate that the payment was made to the Wage Subsidy Employer before claiming a Reimbursement, this may include:

- a record of transaction (bank statement or report from the Provider's financial system)
- a tax invoice and corresponding receipt from the Wage Subsidy Employer
- a tax invoice from the Wage Subsidy Employer and a remittance advice, or
- statutory declaration, email or other correspondence from the Provider.

All Documentary Evidence must include:

- the amount of the Wage Subsidy payment
- the Wage Subsidy Participant's name and JSID
- the Wage Subsidy Employer's details (including ABN)
- the date the Wage Subsidy payment was made.

Providers must also keep any evidence not uploaded to the Department's IT Systems with the claims for Reimbursement.

## Attachment 7A. Wage Subsidy Types and Participant Eligibility Requirements

The list below reflects how the hierarchy of Wage Subsidies is applied (in descending order) in the Department's IT Systems. A Participant can attract one Wage Subsidy at a time.

Indigenous Australians are eligible immediately on commencement in employment services, excluding Digital Services. They must be flagged in the Department's IT Systems as Indigenous from registration with Services Australia – Centrelink, or the Department's Job Seeker Classification Instrument.

**Table 7-A: Wage Subsidy Types and Participant Eligibility Requirements**

Participant Cohort	Eligible	Time in service required	Amount eligible for	Wage Subsidy Placement requirements
<b>Digital Participants</b>	No	Individuals who complete 12 months of continuous participation in Digital Services* will be eligible for wage subsidies on commencement in provider-led employment services**	N/A	N/A
<b>Participants aged 24 years and under, and/or Participants commenced with a Transition to Work Provider</b>	Yes	Eligible for the <b>Youth Bonus Wage Subsidy***</b> (YBWS) after 12 months of Digital Services on commencement in provider-led employment services or 6 months continuous provider-led employment services**  Participants commenced with a Transition to Work Provider must have Mutual Obligation Requirements on the Job Placement Start Date.	YBWS offers Employers up to a set amount of \$10,000 (GST inclusive) or 100 per cent of the wages paid to the employee, whichever is the lower amount.	YBWS Wage Subsidy Placements must: <ul style="list-style-type: none"> <li>offer at least a minimum average of 20 hours per week, and</li> <li>run for 26 weeks from the employment placement start date.</li> </ul>

Participant Cohort	Eligible	Time in service required	Amount eligible for	Wage Subsidy Placement requirements
<b>Participants aged 25 years and older commenced with Workforce Australia Services and ParentsNext Providers****</b>	Yes	Eligible for the <b>Workforce Australia Services Wage Subsidy (WASWS)</b> after 12 months of Digital Services on commencement in provider-led employment services or 6 months of continuous provider-led employment services**	Under an WASWS Providers have the flexibility to offer an Employer up to a maximum of \$10,000 (GST inclusive) or 100 per cent of the wages paid to the employee, whichever is the lower amount.	Providers will have the flexibility to determine the WASWS Placement requirements, but the placement must offer: <ul style="list-style-type: none"> <li>at least a minimum average of 15 hours per week, and</li> <li>a minimum of 6 weeks and a maximum of 26 weeks from the employment placement start date.</li> </ul>

**Notes:**

\*For Participants transitioning from pre-1 July 2022 employment services the period of continuous Digital Services may include participation in jobactive Online Employment Services and the New Employment Services Trial Digital services. A Participants’s eligibility will not be affected if they exit and return to the service within an allowable break of 13 weeks.

\*\*The period of continuous provider-based employment services can include participation in Workforce Australia Services, ParentsNext, Transition to Work. For Participants transitioning from pre-1 July 2022 employment services, the period of continuous provider-led employment services can also include participation in jobactive, Disability Employment Services, Community Development Program, New Employment Services Trial. A Participant’s eligibility will not be affected if they Exit and return to the service within an allowable break of 13 weeks.

\*\*\*Youth Bonus Wage Subsidy – if the Participant loses the wage-subsidised job through no fault of their own within 6 months of starting, they may return to a Provider and immediately be eligible for another YBWS or an Enhanced Wage Subsidy should their eligibility change.

\*\*\*\*ParentsNext Volunteer Participants commenced with a ParentsNext Provider are also eligible to attract wage subsidies when they have been receiving continuous provider-led employment services for the last 6 months.

## Chapter 8. Disability Support Pension (Compulsory Participation Requirements)

### 8.1. Chapter Overview

This Chapter advises Providers of their responsibilities to Disability Support Pension (DSP) recipients under 35 years of age who have an assessed work capacity of at least 8 hours per week and do not have a child under 6 years. These Participants are required to be engaged and participating in at least one compulsory activity to improve their employment prospects and increase their participation in paid work. This compulsory activity may include participation in Workforce Australia Services and will depend on an individual's circumstance.

(Deed Reference(s): Clauses 139 and 141)

### 8.2. DSP Recipient referrals to Workforce Australia Services

In most cases, DSP recipients who are under the age of 35 years with a work capacity of 8 or more hours per week (without a youngest child under 6 years) will have compulsory participation requirements.

Services Australia will undertake an assessment of the DSP recipient's circumstances through:

- the application of the Job Seeker Classification Instrument (JSCI), and/or
- an Employment Services Assessment (ESAt) or Job Capacity Assessment (JCA).

Based on the outcome of the assessment the DSP recipient may be referred to Workforce Australia Services.

Services Australia will book an appointment for the DSP recipient with a Workforce Australia Employment Services Provider and notify the DSP recipient of the appointment details.

#### 8.2.1. Can DSP Recipients without compulsory participation requirements receive Workforce Australia Services?

People intending to claim DSP who are undertaking a Program of Support (not eligible for Disability Employment Services or Community Development Program) may be eligible for online or provider-led services while they undertake their Program of Support requirement. This is provided they remain connected or do not Exit from Services for more than 13 consecutive weeks. If they do not remain connected or Exit for more than 13 consecutive weeks, they will only be eligible for the Online Base Service.

All other DSP recipients without compulsory participation requirements are eligible for the Online Base Service only.

## **8.3. Servicing**

### **8.3.1. Initial Interview**

All eligible Participants must receive an Initial Interview. When preparing for all Appointments, including the Initial Interview, Providers must consider any Site accessibility or other particular requirements of the DSP recipient with compulsory participation requirements and ensure these requirements are appropriately addressed. This consideration is based on details in the DSP recipient's record in the Department's IT Systems.

(Deed Reference(s): Clause 106.2(b)(ii))

### **8.3.2. Commencement**

DSP recipients with compulsory participation requirements are automatically Commenced once the Provider records attendance at the Initial Interview and the DSP recipient has an approved Job Plan with the Provider.

It is the responsibility of DSP recipients to meet their compulsory participation requirements. However, it is important that Providers provide appropriate assistance, depending on the DSP recipient's circumstances and issues, to ensure they are able to maintain their attendance and participation at scheduled Appointments and activities.

### **8.3.3. Change of Circumstances**

If a DSP recipient is unable to meet their compulsory participation requirements due to their circumstances the Provider should review the DSP recipient's Job Seeker Snapshot and conduct a Change of Circumstances Reassessment if it needs updating. The Provider can suggest to the DSP recipient that they discuss any changes of circumstances with Services Australia following the Change of Circumstances Reassessment if appropriate.

If, as a result of an ESAt, a DSP recipient with compulsory participation requirements is referred to Disability Employment Services (DES), the Provider must continue to deliver Services until the DSP recipient has commenced in DES. Once they have commenced in DES, the DSP recipient will be Exited from Services.

### **8.3.4. DSP recipients with compulsory participation requirements are not required to undertake Work for the Dole**

DSP recipients with compulsory participation requirements are not required to undertake a Work for the Dole activity unless this is an agreed activity in their Job Plan. DSP recipients with compulsory participation requirements may be referred to other activities or Complementary Programs such as Voluntary Work, Observational Work Experience, Education and training courses or other Government programs where it is agreed in their Job Plan.

### **8.3.5. Compliance**

DSP recipients must participate in the compulsory activities detailed in their Job Plan in return for Income Support Payments. Providers are responsible for monitoring the attendance and



engagement of DSP recipients in these activities as well as attendance at Appointments and attendance and engagement in compulsory activities.

Where a DSP recipient does not attend an Appointment with their Provider, the Provider must attempt to contact the DSP recipient on the day of non-attendance.

Where a DSP recipient does not attend an activity on a particular day or days, the Provider must attempt to contact the DSP recipient on the same Business Day that they become aware of the non-attendance.

Where contact can be made with the DSP recipient, the Provider must discuss the non-attendance with the DSP recipient and consider whether the DSP recipient has a reasonable excuse for the non-attendance.

Where contact cannot be made with the DSP recipient, Providers can decide whether it is appropriate to report the non-attendance to Services Australia. Providers must consider certain factors to ascertain whether the DSP recipient had a reasonable excuse, including the DSP recipient's:

- personal circumstances,
- system-recorded vulnerability indicators (if any),
- recent compliance history, and
- any other information the Provider believes is relevant.

Services Australia will investigate and determine what impact, if any, this should have on the DSP recipient's Income Support Payment.

The Provider should book another Appointment for the DSP recipient to attend following the submission of the report to Services Australia.

Where the Provider chooses not to report the non-compliance, they must use another engagement strategy to ensure the DSP recipient meets their compulsory participation requirements at the next available opportunity.

(Deed Reference(s): Clause 146)



The Provider must complete and submit a Disability Support Pension Activity Report to Services Australia through the Department's IT Systems where the Provider assesses that no reasonable excuse exists and they choose to report it. To do this, navigate to the 'create compliance' page in the Department's IT Systems, select the report and complete and submit. This must be submitted within 10 Business Days of the incident date.

## 8.4. Suspensions and Exits

### 8.4.1. Suspensions

DSP recipients with compulsory participation requirements can be Suspended from Service where:

- Services Australia applies an Exemption, or
- they have a temporary reduced work capacity of less than 8 hours per week.

The Provider must provide Services if a Suspended DSP recipient with compulsory participation requirements wishes to voluntarily participate in Services.

Providers must resume delivery of services where a Suspension ends.

(Deed Reference(s): Clause 115, 116, 117)

#### **8.4.2. Exits**

A DSP recipient with compulsory participation requirements may be Exited from Services where they:

- are no longer in receipt of Income Support Payments, or
- are no longer subject to compulsory participation requirements (for example, they turn 35 years old or are reassessed by Services Australia as having a work capacity of 0-7 hours), or
- are undertaking a compulsory activity agreed with Services Australia that is not Workforce Australia Services, or they have commenced in DES or CDP.

(Deed Reference(s): Clause 118)

## Chapter 9. Pre-release Prisoners

### 9.1. Chapter Overview

Under the Australian Government's Pre-release Prisoner initiative (the PRP initiative), Workforce Australia Services are available to eligible prisoners while they are incarcerated.

The PRP initiative aims to maximise employment support for people while they are incarcerated and following their release. Participation is intended to reduce former prisoners' reliance on welfare after leaving prison by improving their job search skills and helping them build connections with Employers at the earliest opportunity.

This Chapter explains the requirements for Providers when delivering Services to Pre-release Prisoners.

### 9.2. Eligibility

To be eligible to Directly Register for Workforce Australia Services under the PRP initiative, prisoners or detainees must be:

- in the final 12 months of their sentence,
- approved by corrective services or youth justice case managers,
- aged 15 years and over, and
- referred to a Workforce Australia Employment Services Provider by state or territory corrective or youth justice services.

In addition to meeting all the above criteria, prisoners or detainees must be licensed, or able to be licensed, by corrective or youth justice services case managers for day release or partial release to engage in paid work when an employment opportunity arises.

Prisoners or detainees eligible for the PRP initiative are eligible Participants for Workforce Australia Services even while they are not on an Income Support Payment. Pre-release Prisoners 'remain in legal custody' and do not qualify for any payment administered by Services Australia (see *Social Security Act 1991*, s 1158 23(5)).

### 9.3. Engage with corrective or youth justice services

Providers should establish links with corrective or youth justice services in the state or territory where they provide Workforce Australia Services, so they are ready to receive Pre-release Prisoner referrals.

### 9.4. Referral and Registration of Pre-release Prisoners

Referrals of Pre-release Prisoners are made by corrective and youth justice services. Refer to [Pre-release Prisoner in the Direct Registration Chapter](#) for information on referrals and Direct Registration for Pre-release Prisoners.

Once a prisoner or detainee is referred to a Provider for the PRP initiative, the Provider must Directly Register them if eligible. For more information refer to [Direct Registration](#) Chapter.

### 9.4.1. Apply the Pre-release Prisoner indicator



Providers must apply the 'Pre-release Prisoner' (PRP) special client type indicator to the Pre-release Prisoner's Record in the Department's IT Systems when registering them.

### 9.4.2. If a Provider finds a Pre-release Prisoner is not eligible

If a prisoner or detainee referred to a Provider does not meet PRP initiative eligibility criteria, the Provider must not Directly Register them and should advise the relevant state or territory corrective or youth justice service accordingly.

## 9.5. Pre-release Prisoners must be assessed

### 9.5.1. Ensure prisoners have a Job Seeker Snapshot

Pre-release Prisoners must have a completed Job Seeker Snapshot to commence receiving Workforce Australia Services. The Job Seeker Snapshot must be completed in accordance with [Job Seeker Assessment Framework](#). This assessment can be conducted face-to-face or over the phone if the Provider is unable to arrange a face-to-face meeting with the Pre-release Prisoner. If there is no access to the Department's IT Systems during the meeting, the Snapshot can be completed in hard copy (paper form). If completed in paper form, the Provider must ensure the contents of the form are entered into the Department's IT Systems as soon as practicable.

### 9.5.2. Referring Pre-release Prisoners for an Employment Services Assessment (ESAt)

If an ESAt is required, the Provider should notify the appropriate corrective or youth justice services case manager that the Pre-release Prisoner requires a referral. Such notifications should be done through a communications protocol agreed between the Provider and corrective or youth justice services. Corrective or youth justice services need to be involved in the process and approve the referral for an ESAt. Refer to [Referring Participants to an Employment Services Assessment](#) section for further information.

PRP Participants who do not have access to the Internet should be supported to ensure the required medical evidence for the ESAt referral can be obtained and uploaded onto the Department's IT Systems as soon as practicable. Refer to [Medical Evidence needed for the ESAt referral](#) section for details.

### ESAts resulting in referral to a different service

If the outcome of an ESAt recommends a different employment service, the Provider must not action the Referral.

The Provider should notify the Department of the recommendation. The Department will seek permission from the corrective or youth justice services for the recommended services and, if permission is granted, arrange for the Pre-release Prisoner to be connected to the recommended services.

## **9.6. Servicing Pre-release Prisoners**

Pre-release Prisoners must receive the same level of Services that are available to any other Workforce Australia Participant.

Providers must deliver high quality case management to support Pre-release Prisoners to find sustainable employment, taking into account the circumstances and servicing needs of the Pre-release Prisoner. The Provider must, in delivering services to Pre-release Prisoners, identify and collaborate with other Workforce Australia Employment Services Providers and providers of other initiatives and services.

Pre-release Prisoners do not have Mutual Obligation Requirements.

### **9.6.1. Additional considerations**

Pre-release Prisoners may require additional Servicing considerations and Providers should also consider the requirements of the relevant corrective or youth justice services arrangements. This may include:

- the proximity of the prison, pre-release or detention centre to jobs and support services
- where Pre-release Prisoners can travel to look for work
- the types of jobs Pre-release Prisoners can be referred to
- the employers that Pre-release Prisoners can work for
- the terms/restrictions of internet access and other communication for Pre-release Prisoners.

### **9.6.2. Using the Employment Fund**

Providers may use the Employment Fund to assist Pre-release Prisoners.

Providers use their discretion in accessing the Employment Fund on behalf of their Participants. For more information refer to Employment Fund Chapter.

### **9.6.3. Servicing with the Time to Work Employment Service**

The Time to Work Employment Service (TWES) for Aboriginal and Torres Strait Islander prisoners is complementary to the PRP initiative. Participants in the PRP initiative who meet the eligibility criteria for the TWES can participate in both initiatives at the same time. Workforce Australia Services Providers should work collaboratively with TWES Providers in delivering Services, including while at the same location and/or to the same individual/s.

## **9.7. Release from prison**

### **9.7.1. Income support assessment**

Prisoners or detainees who are soon to be released, including Pre-release Prisoners, or those who have recently been released from prison or detention are assessed by Services Australia to determine their Income Support Payment entitlements and employment services eligibility.

### 9.7.2. Ceasing to be eligible as Pre-release Prisoners

The Department removes the PRP special client type indicator after the Participant's release or once the indicator has been on the Participant's record for more than 12 months.

Job seekers released from prison or pre-release or detention centres are no longer eligible for Services under the PRP initiative.

Former Pre-release Prisoners who seek income support after release will be referred to the appropriate employment service by Services Australia.

## Chapter 10. Structural Adjustments

### 10.1. Chapter Overview

In exceptional circumstances, a Structural Adjustment Program (SAP) may be put in place to assist workers impacted by a large-scale retrenchment activity in a particular firm or industry. This is in addition to support that all other retrenched workers (and their partners) can receive through [Early Access](#).

This Chapter details the core elements and requirements for Providers in registering and servicing Participants who are eligible for support under a SAP. It also provides information about servicing Early Access participants.

### 10.2. Structural Adjustment Programs

SAPs are implemented in exceptional circumstances and provide recently retrenched workers and their partners (Participants) from eligible companies or industries with direct access to employment support services to assist them to find new employment.

**There are no SAPs open for new registrations.**

However, Providers may have Participants on their Caseload who were registered under a previous SAP. This may include Participants registered under the:

- ASC Shipbuilding SAP
- Automotive Industry SAP
- BlueScope Steel 2015 SAP
- Alinta Energy SAP
- Queensland Nickel SAP
- Arrium (OneSteel) SAP
- Caterpillar SAP
- Hazelwood SAP

In these cases, the Participant's record in the Department's IT Systems will display a Special Placement Flag indicating their SAP.

If a new SAP is implemented, the Department will issue SAP specific guidelines and training.

### 10.3. Registering Participants in a Structural Adjustment Program

Participants who are eligible under a SAP can Directly Register with Providers, regardless of whether they are eligible for income support. Eligible Participants may also potentially be referred from Services Australia.

The Provider is to ask the Participant to complete the Job Seeker Snapshot or to conduct it with the Participant in order to gain a comprehensive understanding of their circumstances relevant to the labour market.

Given the exceptional circumstances of a SAP, it is expected Participants will generally be serviced by Providers. However, Participants may be referred from a Provider to the Online Full Service, via the Department's National Customer Service Line (NCSL). To request a Participant be referred to the Online Full Service, the Provider must send a completed [Referral to Workforce Australia Online Form](#) to [nationalcustomerserviceline@dese.gov.au](mailto:nationalcustomerserviceline@dese.gov.au). For more information, refer to the [Eligibility and Referral](#) Chapter.

Providers can instead register a Participant for Workforce Australia Online if requested.

Participants will generally be eligible for additional services as per the specific SAP Guidelines issued for an event.

(Deed Reference(s): Clause 102.1 (b))

#### **10.4. Eligibility must be assessed (includes Early Access Participants)**

When a SAP is implemented, Providers within identified Employment Regions must check whether individuals are eligible for access to Workforce Australia Services under a SAP Guideline, including whether they were retrenched less than 6 months before attending a Provider, and/or are in a recognised relationship with an eligible retrenched worker. Providers must also refer to the relevant individual SAP Guidelines on the Provider Portal.

Participants do not need to have left work before receiving assistance, but they do need to have been provided with evidence of retrenchment from an eligible company that includes their exit date.

Participants who access a SAP and find, but then lose, any new employment can regain access to the program within 6 months of their original retrenchment.

Retrenched workers and/or their partners must provide the following to participate in either Early Access or a SAP.



Participants will be required to present evidence of retrenchment, which can include:

- a retrenchment letter,
- certificate of separation, or
- other documentation, including a statutory declaration.



Participants who are partners of eligible retrenched workers will be in a relationship if they are legally married; in a registered relationship; or in a de facto relationship. Evidence of partnership and/or cohabitation can include at least one of the following:

- current evidence of living together (example: lease agreements, joint local authority registration under the same address, mortgage documents, council rate notices, utility bills)
- marriage certificate or evidence that the relationship has been declared to any relevant government bodies (example: Centrelink or the Australian Taxation Office)
- evidence of joint financial obligations (example: insurance policies, joint bank account statements).



Providers must apply the relevant Early Access/SAP Special Placement Flag in the "Special Client Type" field to the record of any participant who is eligible for Early Access/SAP.





If the Participant is referred from Services Australia or DSCC, Providers must confirm the status of the Participant's registration and assign the SAP Special Placement Flag.

## 10.5. Servicing SAP Participants

The Provider must conduct an Initial Interview for each SAP Participant in accordance with the Deed. At the Initial Interview, the Providers should explain to the Participant the Services they will receive, including the option for Workforce Australia Online, if eligible for referral.

For most SAP Participants (i.e. those without Mutual Obligation Requirements), attendance at an Initial Interview is all that is required to Commence the Participant. In cases where SAP Participants have mutual obligations, an approved Job Plan is also required.

Once the Participant is Commenced, the Provider must deliver Services to the SAP Participant as an eligible Participant in accordance with the Deed, as well as per specific SAP Guidelines, until they Exit Workforce Australia Services.

Providers should check if Participants have accessed any pre-retrenchment assistance to avoid duplication and ensure complementary servicing.

Generally, Participants will not have Mutual Obligation Requirements on Commencement. However, some Participants may be eligible for Income Support Payments and they will be subject to the same Mutual Obligation requirements as other recipients.

(Deed Reference(s): Chapter B2)

## 10.6. Managing Employment Fund credits

Additional one-off SAP Employment Fund credits may be made into a separate SAP fund as per specific SAP Guidelines given the exceptional nature of the event. This is in addition to the usual Employment Fund credit made for all participants.

If issued, additional SAP credits are only permitted to be used for Participants who are identified as being eligible for additional support under the specific SAP.

The Department's IT Systems will display the balance of the additional SAP credits separately under the heading, 'SAP Balance Remaining' for Providers to view. Providers are expected to manage their SAP balance.

(Deed Reference(s): Clause 150.5)

## 10.7. Early Access

SAPs are only for exceptional circumstances. In most cases, retrenched workers and their partners not in receipt of income support are eligible for access to Employment Services under the Early Access initiative.

Early Access Participants can be directly registered by a provider. For Early Access Participants, attendance at an Initial Interview is all that is required to Commence the Participant; an approved Job Plan is not required. Once the Participant is Commenced, the Provider must deliver Services to

the Early Access Participant as an eligible Participant in accordance with the Deed, until they Exit Workforce Australia Services.

If a relevant SAP exists, the Provider should check the eligibility of the Early Access Participant for a specific SAP. A retrenched worker (and/or their partner) can only be registered in one retrenched worker program, with a SAP taking priority over Early Access as it offers a higher level of support.

If a retrenched worker, who is not eligible for a SAP, wishes to register for employment services, they can directly register through a provider. Servicing requirements for Early Access Participants are the same as other Participants under the Deed, however, as they are not on income support, Early Access Participants will not have Mutual Obligation Requirements.

An Early Access Participant's record in the Department's IT Systems will display a Special Placement Flag indicate they are part of the Early Access initiative.

# Chapter 11. Job Plan and Mutual Obligation Requirements

## Supporting Documents for this Chapter:

- [Job Plan template for Participants with Mutual Obligation Requirements](#)
- [Job Plan template for Voluntary Participants \(eligible for Mobility Allowance\)](#)
- [Job Plan template for Disability Support Pension Recipients with Compulsory Requirements](#)
- [Workforce Australia Job Plan codes and requirements, by Participant Type](#)
- [Verification of Year 12 or equivalent qualification cover sheet](#)
- [Labour market credits in Workforce Australia Provider fact sheet](#)
- [Points values for tasks and Activities in the PBAS Provider fact sheet](#)
- [Reporting tasks in PBAS Provider fact sheet](#)
- [Reporting Activities in PBAS Provider fact sheet](#)

## 11.1. Chapter Overview

This Chapter explains Providers' requirements relating to Job Plans and Mutual Obligation Requirements, including meeting a Points Target through the Points Based Activation System (PBAS).

Participants generally have Mutual Obligation Requirements in return for receiving Income Support Payments from Services Australia.

A Participant's Job Plan outlines their Mutual Obligation Requirements. Providers need to ensure that Participants with Mutual Obligation Requirements have a Job Plan in place at all times and that the Participants understand their Mutual Obligation Requirements.

Meeting a Points Requirement is one of the core Mutual Obligation Requirements for a Participant. The Points Target starts at 100 points and can be reduced based on a Participant's personal circumstances and local labour market conditions. Under the PBAS, Participants have flexibility and choice as to how they meet their Points Target. Participants will undertake tasks and Activities, including any minimum Job Search Requirement, and will gain points to meet their Points Target, each month.

## 11.2. What is a Job Plan?

A Participant's commitment to participate in employment services in return for receiving an Income Support Payment is agreed through a Job Plan.

For the purposes of Social Security Law, a Job Plan is called an 'employment pathway plan' for Participants receiving Income Support Payments and a 'participation plan' for Disability Support Pension Recipients (Compulsory Participation Requirements).

The Job Plan outlines what the Participant must do to participate in employment services, called their Mutual Obligation Requirements, which include:

- meeting a Points Requirement (including any minimum Job Search Requirement) as displayed on their homepage, or as advised by their Provider, and reporting tasks and Activities through their homepage, or to their Provider
  - the homepage can be accessed by the Participant logging into their online account on the Workforce Australia website or app

- attending and acting appropriately during any compulsory Appointments (i.e. Appointments with their Provider or Appointments with third parties, of which the Participant is notified)
- following up on job referrals and opportunities the Participant is referred to by the Provider
- attending and acting appropriately during a job interview/s
- accepting any offer of a suitable job and not voluntarily leaving a suitable job
- taking responsibility to accurately record or report attendance at their requirements
- participating in a Mandatory Activity Requirement on the dates and times notified.

Providers must discuss the contents of the Job Plan with the Participant to ensure they understand what they are agreeing to do and the potential consequences of not agreeing to enter into the Job Plan or failing to meet their Mutual Obligation Requirements as outlined in the Job Plan.

(Deed Reference(s): Clause 106, 107, 108, 139, 141)

### 11.2.1. Explaining the Job Plan to the Participant

As part of the Initial Interview, the Provider must explain to the Participant:

- the purpose of the Job Plan
- their Mutual Obligation Requirements outlined in the Job Plan, including the Points Requirement.

The Provider must ensure the Participant is aware of:

- the section entitled 'Information You Need to Know' in the Job Plan
- their rights and responsibilities under the Job Plan, including 'think time' to consider the Job Plan before agreeing to it
- particular circumstances that may result in adjustment to the Participant's Mutual Obligation Requirements, including the Points Target or minimum Job Search Requirement (as shown on their homepage or advised by the Provider), as detailed in these Guidelines and on the Department's website
- how to contact the Provider to give prior notice, or if unable to meet certain Mutual Obligation Requirements, and the consequences of not giving prior notice if the Participant is able to do so
- the consequences of failing to meet their Mutual Obligation Requirements as outlined in the Job Plan, including the Points Requirement
- their right to appeal decisions and where they can find assistance to do this
- how information is handled under privacy legislation and Social Security Law, and
- the Service Guarantee.

### Explaining the Points Requirement

The Provider must ensure that the Participant understands how they can meet their Points Requirement through using the PBAS, including that:

- the Participant must meet a specified Points Target each month that is displayed on their homepage or as advised by their Provider, i.e., the number of points they must report to meet their Mutual Obligation Requirements
- the Participant must complete or attend tasks or Activities to earn points

- the Participant's Points Target will be tailored to recognise the Participant's personal circumstances and/or local labour market conditions
- the Participant may be required to complete a minimum Job Search Requirement each month and, if so, a Participant cannot meet their Points Target without completing this requirement
- the Participant can fully meet their Points Target through participation in certain tasks and Activities
- the Participant's Points Reporting Period ends on the same day each month, and this date is displayed on their homepage, or is advised by the Provider
- if the Participant does not report sufficient points to meet their Points Target by the end of their Points Reporting Period, the Participant may be subject to compliance action under the Targeted Compliance Framework (TCF). Refer to the [Targeted Compliance Framework and Mutual Obligations Failures](#) Chapter for further information
- the Participant reports the completion of tasks and attendance at Activities on their homepage or to the Provider
- the Participant can contact the Provider if they are unable to report their participation or attendance at an Activity and the Provider will report on their behalf
- if the Participant cannot meet their Points Target or has a change in circumstances, to immediately advise their Provider.

(Deed Reference(s): Clause 106, 107, 108, 109, 110, 138)

## Interpreters, nominees and support persons

When a Participant requests, or if the Provider considers it appropriate, the Participant can bring a support person with them to review their Job Plan, including an interpreter.

Providers are required to use an interpreter to ensure that a Participant with language or hearing barriers understands their Mutual Obligation Requirements before they agree to the Job Plan.

Where a Participant has court appointed nominee arrangements in place due to an inability to manage their own affairs, for example with state and territory guardianship/financial management orders in place, the nominee should be involved in the agreement of the Job Plan to ensure appropriate requirements for the Participant.

The Provider may also need to work with a Humanitarian Settlement Program Case Manager, who may accompany some humanitarian entrant (refugee) Participants. A Humanitarian Settlement Program Case Manager can provide advice on appropriate employment strategies and Activities suitable to the Participant. Note: A Humanitarian Settlement Program Case Manager is not an interpreter.

A Participant in full-time residential or intensive drug and alcohol treatment or rehabilitation should have an authorised correspondence nominee. The nominee will receive all of the correspondence and notifications sent from the Provider to the Participant.

(Deed Reference(s): Clause 16)

### 11.3. Creating a Job Plan

Provider and Services Australia employees have been delegated certain powers under Social Security Law including the power to require a Participant to enter into a Job Plan and to approve or update it.

At the Initial Interview, a Provider must create a Job Plan with each Participant with Mutual Obligation Requirements, including new Participants who do not have a Job Plan and Participants that have transferred from other Providers or from Workforce Australia Online to a Provider.

The following requirements are pre-populated into the Job Plan and cannot be removed. All Participants with Mutual Obligation Requirements must agree to and understand that they must undertake these requirements.

**Table 11-A: Non-removable Job Plan codes**

Job Plan code	Job Plan requirement (non-removeable)	Description
<b>PA09</b>	Points Requirement	<p>The Participant is required to meet the Points Target (including any minimum Job Search Requirement) displayed on their homepage, or as advised by their Provider, each Points Reporting Period. They must do this by accurately reporting their tasks and Activities through their homepage or to their Provider.</p> <p>Where the Participant is capable of and agrees to accurately report their own attendance at their requirements (i.e. agrees to a Job Plan with the PA03 - personal responsibility requirement), they must record their tasks and Activities through their homepage.</p> <p>Where the Participant is unable to regularly report their tasks and Activities through their homepage (and agrees to a Job Plan without the PA03 - personal responsibility requirement) the Participant will report their tasks and Activities to their Provider. The Provider must help the Participant to manage their progress against their Points Target and minimum Job Search Requirement. Refer also to Table 11-B below.</p> <p>In setting the Points Target, Providers must consider the factors and personal circumstances that may impact on a Participant’s ability to comply with their Mutual Obligation Requirements, as specified in these Guidelines and the Social Security Law.</p>

Job Plan code	Job Plan requirement (non-removeable)	Description
		For further information on setting requirements see <a href="#">Tailoring a Participant's Mutual Obligation Requirements</a> .
<b>JS13</b>	Accept and retain suitable paid work	The Participant is required to accept any offer of suitable paid work and must not leave suitable paid work voluntarily (i.e. without a Valid Reason).
<b>PA12</b>	Actioning job referrals and opportunities	The Participant is required to follow up on any job opportunities they are referred to by their Provider. This may include applying for specific jobs, accepting a job interview, contacting an Employer to arrange and accept a job interview, updating a résumé appropriately, and providing personal details to support a job opportunity.
<b>JS10</b>	Job interviews	The Participant is required to attend and act appropriately at job interviews (i.e. those that they are referred to by their Provider).
<b>AI16</b>	Compulsory notified Appointments	The Participant is required to attend and act appropriately during any compulsory Appointments. This includes Appointments with their Provider, or with third parties (e.g. meeting with a Work for the Dole supervisor to discuss an Activity).

The following requirement (PA03 – personal responsibility) is pre-populated into the Job Plan; however, the Provider must remove it if it is not appropriate for a Participant. If this requirement is kept in the Job Plan, the Participant must agree to and understand that they must undertake this requirement.

**Table 11-B: Removeable Job Plan codes**

Job Plan code	Job Plan requirement (removeable)	Description
<b>PA03</b>	Personal responsibility	<p>The Participant is required to accurately record or report their attendance at their requirements.</p> <p>The Participant is required to accurately report their attendance on their homepage, by close of business on the day of the requirement, at the following compulsory requirements in their Job Plan:</p> <ul style="list-style-type: none"> <li>○ third party Appointments (Note: Providers will be responsible for recording attendance at Provider appointments)</li> <li>○ Provider scheduled job interviews</li> </ul>

Job Plan code	Job Plan requirement (removeable)	Description
		<ul style="list-style-type: none"> <li>○ the Mandatory Activity (where applicable).</li> </ul> <p>The Participant is also required to accurately report the completion of tasks and confirmation of attendance at Activities through their homepage to gain points through the PBAS.</p> <p>To demonstrate personal responsibility, the Participant must be able to self-manage their requirements online, via their homepage, in the manner described above.</p> <p>Where a Participant is identified by the Provider as lacking the ability to accurately report their own attendance and/or self-manage their participation online, this requirement must be removed. See <a href="#">Determining if a Participant can accurately record and report their participation online</a>.</p>

The following requirements can be added into the Job Plan by the Provider, when required.

**Table 11-C: Addable Job Plan codes**

Job Plan code	Job Plan requirement (addable)	Description
<b>PA15</b>	Mandatory Activity Requirement (Work for the Dole)	<p>Work for the Dole must be added to the Job Plan when the Provider determines that the Participant is required to undertake this requirement in accordance with the Guidelines.</p> <p>Once included in the Job Plan, failure to attend or behave appropriately may result in compliance action under the TCF.</p> <p>For more information refer to <a href="#">Activation and Mandatory Activity Requirement</a>.</p>
<b>JS05</b>	Job Search with a Disability – Activity Tested	<p>Where a Participant advises the Provider that they are claiming or receiving the higher rate of mobility allowance, the Provider must ensure that the Participant’s Job Plan contains this requirement in order to trigger the higher rate of mobility allowance.</p> <p><b>Note:</b> The standard rate of mobility allowance is triggered by having an approved Job Plan containing the Points Requirement (PA09).</p>



**Note:** Under Workforce Australia Services, assistance codes are not included in a Participant's Job Plan. Providers can connect a Participant's identified barriers to the Points Based Requirement (PA09) item code and barriers can be addressed through participation in PBAS Activities.

(Deed Reference(s): Clause 106, 107, 108, 109, 110, 142, 143)

### 11.3.1. Determining if a Participant can accurately record and report their participation online

Participants should report their participation online, and manage their Mutual Obligation Requirements online, if they are able to do so.

In determining whether a Participant can self-manage their participation online, the Provider must consider whether a Participant is:

- capable of planning, managing, and reporting their Mutual Obligation Requirements
- able to use the online service themselves, or with appropriate support, by navigating to their homepage and reporting the tasks they have completed or reporting attendance at Activities.

This would include if the Participant has:

- connected their myGov profile to their Workforce Australia account or is willing to do so
- an ability to:
  - log on to the Workforce Australia website and/or app
  - view their homepage
  - report their own participation and tasks online to receive points during their Points Reporting Period.
- reliable access to technology such as a computer or smartphone and connection to the internet that would allow them to plan, undertake and record their participation
- an understanding of:
  - what they need to report and where they can find information on how to report points
  - what to do and who to contact if their circumstances may prevent them from meeting their Mutual Obligation Requirements in their Job Plan or monthly Points Target
  - the consequences of not reporting their Mutual Obligation Requirements by the notified date or not meeting their Points Target by the end of their Points Reporting Period.

If a Participant is not capable of navigating and reporting online, the Provider must remove this requirement from their Job Plan and work with the Participant to improve their capability to accurately report and record their attendance and completion of requirements.

When the PA03 requirement has been removed from the Job Plan, it is then the Provider's responsibility to record the Participant's participation against each of the Mutual Obligation Requirements scheduled in their Electronic Calendar by close of business on the day of the scheduled requirement. This includes reporting the completion of a task or attendance at an Activity.

**Note:** Participants without the PA03 requirement in their Job Plan are still required to be available to assist their Provider in confirming and recording their attendance at compulsory requirements.

When the Participant is capable of accurately recording and reporting their own attendance at their requirements, the Provider should update the Job Plan to add this requirement back into the Job Plan.

If the PA03 requirement is included in the Job Plan, Participants must report their daily attendance. The Provider must also monitor the Participant's daily attendance at compulsory Appointments, job interviews or the Mandatory Activity in their Job Plan to ensure attendance results are recorded in Department's IT Systems by close of business on the day of the requirement. If Providers observe Participants with PA03 requirements are not routinely recording their own attendance, Providers should review whether the Participant is capable of accurately recording and reporting their own attendance at their requirements.

If an attendance result has not been recorded by close of business on the day of a third party Appointment, job interview or a Mandatory Activity, the Participant's payment may be put on hold.

**Note:** Participant's without the PA03 requirement in their Job Plan are still required to be available to assist their Provider in confirming and recording their attendance at these compulsory requirements.

When the Participant is capable of accurately recording and reporting their own attendance at their requirements, the Provider should update the Job Plan to add this requirement back into the Job Plan.

For further information on reporting tasks and Activities for a Participant, see [Meeting the Points Target](#).



For guidance on creating a Job Plan in the Department's IT Systems refer to [the Department's training resources](#).

(Deed Reference(s): Clause 110, 140, 143)

## 11.4. Review and Agreement of the Job Plan

Once the Job Plan has been created in the Department's IT Systems, the Provider must provide it to the Participant for their review and agreement.

Once the Job Plan is agreed and approved in the Department's IT Systems, the Participant is Commenced with the Provider. The Participant can agree to their Job Plan online, in person or over the phone. See below for further information.

The Provider is required to formally notify the Participant that they must agree to their Job Plan and advise them of the consequences of failing to do so. A script is available on the Department's IT Systems for the Provider to read to the Participant and includes a compliance warning that is required to be given to Participants if they do not agree to the Job Plan within 2 Business Days.

The Participant can have up to 2 Business Days 'think time' to consider the requirements in the Job Plan and to agree to their Job Plan. Providers should tell the Participant that they can use this time to discuss the terms of the Job Plan with a third party if they wish.

Participants who do not enter into a Job Plan after 2 Business Days 'think time' will have 2 Business Days resolution time to address the failure by either agreeing to their Job Plan or providing a Valid

Reason for the failure to avoid having their Income Support Payment suspended. If the Participant does not agree or provide a Valid Reason, their payment is suspended after resolution time.

For further information see the When a Participant commits a Mutual Obligation Failure section of the [Targeted Compliance Framework and Mutual Obligation Failures Chapter](#).

(Deed Reference(s): Clause 108)

#### **11.4.1. Participants agreeing to the Job Plan online**

Providers can send a Job Plan to the Participant to review and agree to online by sending it to their homepage through the Workforce Australia website or mobile app.

The Provider should inform the Participant that the Job Plan has been sent to their homepage for agreement. The 2 Business Days of 'think time' will commence at this point.

If a Participant has not agreed to their Job Plan by the end of those 2 Business Days, they will be notified that their payment will be suspended in 2 Business Days if they do not agree to their Job Plan.

When the Participant agrees to the Job Plan, the Job Plan status will automatically be set to 'approved' in the Department's IT Systems.

If a Participant cannot agree to a Job Plan online because they live in an area with unreliable connectivity or other similar reasons, the Provider needs to inform the Participant that they are required to agree to the Job Plan in person or over the phone.

(Deed Reference(s): Clause 108)

#### **11.4.2. Participants agreeing to the Job Plan in person or over the phone**

Job Plans can be agreed to by the Participant in person or over the phone when in contact with the Provider, including where the Participant does not have an online account.

The Provider is able to finalise and approve the Job Plan in the Department's IT Systems by confirming the Participant has read, understood and agreed to the Job Plan and the date the Job Plan was agreed.


Where approving in person, the Provider may print out a hard copy of the Job Plan for the Participant to read. Where approving over the phone, the Provider must read out the Job Plan requirements to the Participant.

The Provider must also always read out the notification scripts available in the Department's IT Systems.

These scripts include a compliance warning advising the Participant of the consequences of not agreeing to the Job Plan within 2 Business Days.

If a Participant accepts 'think time', Providers need to arrange and book a Provider Appointment for the Participant to occur in 2 Business Days so that the Participant can agree the Job Plan over the phone or in-person.

Once the Job Plan has been agreed and approved in the Department's IT Systems, the Participant will be able to access it from their homepage.

 For guidance on sending a Job Plan to a Participant through the Department's IT Systems and for approving a Job Plan in the Department's IT Systems see the [Job Plan - Creating, updating or withdrawing a Job Plan task card](#), or refer to [the Department's training resources](#).

## 11.5. Updating a Job Plan


A Job Plan must be reviewed and updated when the Participant:

- is required to undertake Work for the Dole as their Mandatory Activity Requirement and the Job Plan code PA15 – Mandatory Activity is added to the Job Plan and when the Activity has been completed and it needs to be removed from the Job Plan
- requires PA03 – personal responsibility to be added to or removed from their Job Plan to reflect the Participant's capability to self-manage their reporting
- has a Capability Interview or Capability Assessment where it is identified that there are errors in compulsory requirements, or the Participant is not capable of meeting their requirements based on their circumstances
- moves between Workforce Australia Online and Workforce Australia Services or changes Providers in Workforce Australia Services.

Every time the Job Plan is updated, Providers need to discuss the requirements with the Participant to ensure that they understand the changes that have been made.

The Participant must agree to the updated Job Plan either online, in person or over the phone and the Participant can have up to 2 Business Days 'think time' to consider the updated Job Plan.

**Note:** A Job Plan can only be updated if there is no compliance outstanding. If compliance action is outstanding, the Department's IT Systems will not permit the Job Plan to be updated and the Provider will be redirected to the compliance screen in the Department's IT Systems to resolve the non-compliance first.

 For guidance on updating a Job Plan in the Department's IT Systems see the [Job Plan – Creating, updating or withdrawing a Job Plan](#) task card, or refer to the [Department's training resources](#).

(Deed Reference(s): Clause 106, 107, 109, 143)

## 11.6. Disability Support Pension Recipients (Compulsory Participation Requirements)

Providers must negotiate and approve a Job Plan for Disability Support Pension Recipients (Compulsory Participation Requirements) at the Initial Interview. The Job Plan must be regularly reviewed and updated as necessary in order to take into consideration the individual's circumstances.

Disability Support Pension Recipients (Compulsory Participation Requirements) do not have a Points Requirement in their Job Plan as they do not use the PBAS. Instead, they are required to have a Job Plan which contains at least one compulsory work-focused Activity and may also contain additional compulsory or voluntary Activities.

A requirement to attend regular participation interviews with Services Australia is included in the Job Plan template for Disability Support Pension Recipients (Compulsory Participation Requirements) and is a compulsory Activity.

Examples of other Activities and interventions which may be included in a Job Plan for a Disability Support Pension Recipient (Compulsory Participation Requirements) are listed below.

**Note:** the Activities included should be based on the Disability Support Pension Recipient's individual barriers and circumstances.

- ET53 - Apprenticeship/Traineeship (Compulsory (C), Voluntary (V))
- ET59 – Study Part-Time or Full-Time (C,V)
- ET64 – Work Preparation (C,V)
- WE11 – Voluntary Work (C,V)
- WE12 – Work for the Dole (C,V)
- NV02 – Counselling (V)

**Note:** Disability Support Pension Recipients (Compulsory Participation Requirements) are not required to undertake Work for the Dole, or other agreed Activities, unless the Activity is included as a compulsory item in their Job Plan.

Where a Disability Support Pension Recipient (Compulsory Participation Requirements) advises that they are claiming or receiving the mobility allowance, the Provider must ensure that the Disability Support Pension Recipient's Job Plan contains:

- in order to enable payment of the higher rate of allowance: JS05 - 'Job Search with a Disability – Activity Tested' (C), or
- to enable payment of the standard rate of allowance, at least one of the following codes:
  - JS04 - Job Search Contacts (V)
  - JS07 - Research and Prepare Applications (C,V)
  - JS09 - Job Search monthly (C,V)
  - JS10 - Job Interviews(C,V)
  - ET64 - Work Preparation (C,V).

In return for Income Support Payments, Disability Support Pension Recipients (Compulsory Participation Requirements) must enter into a Job Plan and must comply with the compulsory Appointments and Activities detailed in their Job Plan. Where they fail to do so, the Provider must contact them on the same Business Day as becoming aware of the failure to comply and, if the Disability Support Pension Recipient (Compulsory Participation Requirements) does not have a Valid Reason, the Provider must report this to Services Australia.



(Deed Reference(s): Clause 139, 141, 146)

## **11.7. Arrangements for Participants (Voluntary)**

Participants (Voluntary), including those who have been Directly Registered, are not required to enter into a Job Plan and do not have Mutual Obligation Requirements under Social Security Law. They do not use the PBAS and are not subject to the TCF. These participants will generally choose to undertake Activities, with the assistance of their Provider, in order to increase their capacity and opportunity to participate in and gain paid work.

In accordance with the Deed and these Guidelines, after Commencing the Participant (Voluntary), the Provider must discuss and determine suitable Activities that the Participant (Voluntary) will

participate in during their Volunteer Period, or while otherwise commenced as a Participant (Voluntary).


-  The Provider must record in the Electronic Calendar on behalf of the Participant relevant details of those Activities, including Activity placement details and the Participant's subsequent attendance and completion of those Activities.
-  The Provider should record in the Department's IT Systems details of other assistance provided to the Participant (Voluntary), including matching them to suitable Vacancies and providing them assistance with applying for suitable jobs.

Where a Participant (Voluntary) advises the Provider that they are claiming or receiving (the higher or standard rate of) mobility allowance, the Provider must negotiate and approve with the Participant a voluntary job plan containing a suitable voluntary Activity. This plan is a voluntary agreement and is not a Job Plan as defined under Social Security Law.

Inclusion of the JS06 - 'Job Search with a Disability – Non-Activity Tested' (Voluntary) activity in an approved voluntary job plan will enable payment of the higher rate of allowance. Under JS06, the Participant (Voluntary) agrees to look for work of 15 hours or more per week, at or above the relevant minimum wage.

Inclusion of the activity JS04 - Job Search Contacts (V)) will enable payment of the standard rate of allowance. Under JS04, the Participant (Voluntary) agrees to contact a certain number of employers each fortnight. The Provider should enter a number greater than one that is agreed by the Participant and reflects the Participant's circumstances.

The Provider should support a Participant (Voluntary) who is claiming or receiving mobility allowance to look for work as appropriate by monitoring the relevant job search activity.

-  The Provider must manage and record in the Electronic Calendar the voluntary Activity participation of those claiming or receiving mobility allowance as for other Participants (Voluntary), as specified in the Deed and Guidelines.

(Deed Reference(s): Clause 116)

## **11.8. Mutual Obligation Requirements**

A Participant's Mutual Obligation Requirements must reflect individual circumstances and are affected by factors such as a Participant's age, assessed work capacity, any personal circumstances that may impact on their ability to meet requirements or participate in Services and whether they have primary responsibility for the care of a child.

A Participant's Mutual Obligation Requirements must be tailored to the Participant which could include:

- adjusting the Participant's Points Target, including a minimum Job Search Requirement
- scheduling Appointments or Activities to better suit the Participant
- tailoring Appointment arrangements such as holding Appointments by telephone or video call.

The Points Target will be 100 points every month for each Participant if there are no adjustments made for the Participant's circumstances and labour market conditions.

(Deed Reference(s): Clause 105, 139)

### 11.8.1. Participants exempt from Mutual Obligation Requirements

If a Participant is temporarily unable to meet their Mutual Obligation Requirements, Services Australia may grant an Exemption for a specified period. This recognises the family and personal circumstances that Participants sometimes face.

The types of Exemptions that may be applied include, but are not limited to, the following situations:

- temporary medical incapacity
- serious illness
- pre and postnatal
- caring for children with a disability or other special family circumstances
- domestic violence
- other special family circumstances including:
  - if a Principal Carer Parent is a registered and active foster carer or providing foster care temporarily in an emergency, or on a respite, basis
  - if a parent is home schooling or facilitating distance education for one or more of the children or secondary pupil children for whom they are the principal carer or main supporter
  - if a Principal Carer Parent is caring for a family of 4 or more children aged 18 years or under
  - if a Principal Carer is a relative but not a parent of a child and the child is living with the Principal Carer in accordance with a family law order, or
  - if a Principal Carer is a relative but not a parent of a child (kin child) and the Principal Carer is caring for the wellbeing of that kin child in accordance with a document accepted by the state/territory that is responsible for the wellbeing of children.
- other special circumstances, including:
  - major personal disruption to the Participant's home
  - major personal crisis (including homelessness)
  - affected by declared natural disaster (for example, bushfires, flooding, or cyclone)
  - volunteering during a state or national emergency
  - temporary caring responsibilities
  - dad and partner leave
  - undertaking jury duty
  - attending a Defence Force Reserves training camp overseas
  - being a newly protected witness or a newly arrived refugee, or
  - undertaking Indigenous cultural business.

If a Provider believes that the Participant does not have the capacity to meet their Mutual Obligation Requirements, the Participant must be advised to contact Services Australia to test their eligibility for an Exemption, on their normal payment phone line. Participants will generally need to provide evidence to support their claim.

If applying for an Exemption due to a temporary medical condition, the Participant will need to submit appropriate evidence, for example an approved medical certificate from a medical practitioner.

Participants granted an Exemption will be Suspended from a Provider's caseload for the period of the Exemption. These Participants may voluntarily choose to continue participating in employment services as a Participant (Voluntary). Some Participants with longer-term Exemptions may be Exited from a Provider's caseload.

**Note:** Some Participants considering an application for a Disability Support Pension may need to demonstrate that they have actively participated in a program of support to be eligible for the Disability Support Pension. Providers should advise these Participants that periods of Exemption will not count as participation in a program of support.

### Participants subject to family and domestic violence

If a Participant discloses family and domestic violence, or a Provider has concerns that a Participant is experiencing or at risk of family and domestic violence, Providers must discuss support options and services available to them, and offer referrals. This includes support provided by a Services Australia social worker and national or state-based organisations that offer advice and information about family and domestic violence.

Participants must consent to a referral to a Services Australia social worker or other services. If a Participant does not consent to a referral, Providers must provide them with contact information to support options and services to enable the Participant to contact services directly. If providing written information, Providers must ensure with the Participant that it is safe to do so. If Providers have concerns for a Participant's safety, or the safety of their children, and the Participant declines support, these concerns must be escalated with supervisors.

Providers must also consider whether concerns for the safety of children require reporting in line with state and territory requirements, and should refer to the [Commonwealth Child Safety Framework section in the Part A Guidelines: Operational Requirements Chapter](#) for more information, links and resources.

Providers notified of family and domestic violence as the reason for a Participant not meeting their Mutual Obligation Requirements, must consider this in their assessment of whether or not the Participant had a Valid Reason.

If a Participant applies to Services Australia for an Exemption because they are subject to family and domestic violence, Services Australia will assess whether an Exemption is granted and the appropriate length of the Exemption from their Mutual Obligation Requirements.

If a Participant has applied for an Exemption and Services Australia is assessing that application a Provider can reduce the Points Target while the Exemption is being assessed.



### 11.8.2. Participants who are fully meeting their Mutual Obligation Requirements

Some Participants can fully meet their Mutual Obligation Requirements through sufficient participation in certain tasks and Activities. [Attachment 11A](#) provides a summary of the different cohorts of Participants and when they are fully meeting their Mutual Obligation Requirements.

**Note:** Providers can continue to refer suitable job opportunities to mature age Participants (55 years of age or over) when they are fully meeting their Mutual Obligation Requirements.

Services Australia will determine whether a Participant is fully meeting their Mutual Obligation Requirements through sufficient participation in tasks and Activities. Providers must advise Participants who may be fully meeting their Mutual Obligation Requirements to contact Services Australia on their normal payment phone line.

Once Services Australia determines a Participant is fully meeting their Mutual Obligation Requirements, the Participant may become a Services Australia managed Participant and Suspended from the Provider's caseload. Providers may Exit these Participants (other than a mature age Participant) if they are expected to continue to fully meet their requirements for more than 13 weeks.

A Participant fully meeting their Mutual Obligation Requirements may elect to participate voluntarily in Services as a Participant (Voluntary) while they are Suspended. See the [Commencements, Transfers, Suspensions and Exits Chapter](#) for more information on Participants voluntarily participating in Services.

If the Provider identifies, or is notified by Services Australia, that a Participant who is Suspended due to fully meeting their Mutual Obligation Requirements, ceases to fully meet their Mutual Obligation Requirements, the Provider must resume delivery of Services. This would include engaging with the Participant to ensure they understand their Mutual Obligation Requirements outlined in their Job Plan and discuss appropriate tasks and Activities that the Participant can undertake to meet their Points Requirement in the PBAS.

(Deed Reference(s): Clause 115, 116, 117)

### 11.8.3. Participants who are meeting their Points Requirement

Some Participants can fully meet their Points Requirement in the PBAS for the relevant Points Reporting Period through sufficient participation in certain tasks and Activities. These Participants remain on the Provider's caseload and continue to be serviced by the Provider while undertaking the tasks or Activities. They will also be required to undertake other Mutual Obligation Requirements outlined in their Job Plan.

Participants undertaking the following Activities will meet their Points Requirement if they undertake the Activity for their entire Points Reporting Period (4-week period).

- Local Jobs Program (high intensity level)
- Launch into Work
- Skills for Education and Employment
- Adult Migrant English Program (over 15 hours per week)

- Self-Employment Assistance Small Business training
- Workforce Specialist Projects (high intensity level).

**Note:** A Participant's minimum Job Search Requirement will be automatically reduced to zero for the entire Points Reporting Period when the Participant reports their first attendance or weekly participation at one of these Activities in the Points Reporting Period.

**Note:** If a Participant stops undertaking one of these Activities during their Points Reporting Period they will earn points for the weeks attended but will not meet their Points Requirement for the entire Points Reporting Period.

**Note:** Participants undertaking Self-Employment Assistance Small Business training are considered to be fully meeting their Mutual Obligation Requirements while they are undertaking this Activity. These Participants are not required to undertake any additional Activities, such as attending Provider Appointments.

Other Activities that can fully meet a Participant's Points Requirement include:

- Participants undertaking paid work 70 hours per fortnight
- Participants undertaking, for more than 15 hours per week, an approved short course that will improve their employment prospects – refer to the [Education and Training Chapter](#) for further guidance on determining approved courses
- Early School Leavers undertaking Education and training, or a combination of Education and training and part-time work, for the required hours per week (25 hours; or 15 hours for Principal Carer Parents or those with a Partial Capacity to Work of 15-29 hours per week)
- Participants undertaking full-time residential or intensive drug and alcohol treatment or rehabilitation
- Participants undertaking a Defence Force Reserves training camp (or 15 hours per week of Reserve service for a Principal Carer Parent)
- Participants who relocate for a job with relocation assistance through the Employment Fund.

Participants who:

- attend full-time residential or intensive drug and alcohol treatment or rehabilitation, or
- undertake a Defence Force Reserves training camp, or
- relocate for a job,

are considered fully meeting their Points Requirement for the relevant Points Reporting Period regardless of the duration of the Activity. They do not have to be undertaking the Activity for the entire Points Reporting Period (4-week period).

**Note:** If participation in one of these Activities falls over two Points Reporting Periods, the Participant will fully meet their Points Requirement for both Points Reporting Periods.



Providers will need to reduce the minimum Job Search Requirement to zero in the Department's IT Systems for Participants who are fully meeting their Points Requirement through participation in the following Activities:

- Participants undertaking paid work (including self-employment) of 70 hours per fortnight

- Early School Leavers undertaking Education and training, or a combination of Education and training and part-time work, for the required hours per week (25 hours; or 15 hours for Principal Carer Parents or those with a Partial Capacity to Work of 15-29 hours per week)

These participants will meet their Points Requirement through participation, but a manual adjustment to reduce the minimum Job Search Requirement is required. Further information in respect of Early School Leavers is set out below.



Providers will need to reduce both the Points Target and the minimum Job Search Requirement to zero in the Department's IT Systems for Participants who are fully meeting their Points Requirement through participation in the following Activities:

- Participants undertaking, for more than 15 hours per week, an approved short course that will improve their employment prospects – refer to the [Education and Training Chapter](#) for further guidance on determining approved courses
- Participants undertaking full-time residential or intensive drug and alcohol treatment or rehabilitation
- Participants undertaking a Defence Force Reserves training camp (or 15 hours per week of Reserve service for a Principal Carer Parent)
- where the Participant relocates for a job with relocation assistance through the Employment Fund.

**Example:** If a Participant is undertaking a Defence Force Reserves training camp that runs for 2 weeks during a Points Reporting Period, the Participant will be considered to be meeting their Points Requirement for that entire Points Reporting Period and the Provider must reduce the Points Target and minimum Job Search Requirement to zero.

#### 11.8.4. Tailoring a Participant's Mutual Obligation Requirements

A Participant's Mutual Obligation Requirements, including their Point Target, must be tailored to the Participant's circumstances, which could include assessed work capacity, caring responsibilities and age.

#### Mutual Obligation Requirements for Principal Carer Parents

A Principal Carer Parent's family and caring responsibilities must be considered when setting Mutual Obligation Requirements, including setting their Points Target. At the start of each Points Reporting Period, a Participant's Points Target will be reduced automatically by 40 points in the Department's IT Systems for a Principal Carer Parent, in recognition of their ongoing family and caring responsibilities.

**Note:** Providers also have flexibility to apply credits of any amount for any Participant who has short-term caring responsibilities.

During school terms, face-to-face Provider Appointments and participation in Activities should be scheduled during school hours (generally between 9.00 am to 3.00 pm) unless otherwise agreed to by the Principal Carer Parent. Providers must not cause Participants to feel pressured to agree to requirements which would result in minors being left unsupervised.

Providers will still be able to set requirements at times outside school hours, including weekends. However, Providers must discuss this with the Principal Carer Parent to ensure they are available at

that time and record the Principal Carer Parent's availability in the Department's IT Systems. This information will be attached to the requirement.

If a Principal Carer Parent is unable to obtain suitable childcare during the school holiday period, the Provider should work with the Participant and consider alternative arrangements to support the Participant in meeting their Mutual Obligation Requirements.

**Example:** While Principal Carer Parents are not required to attend face-to-face Appointments with their Provider during school holidays, they may engage with their Provider through other means, such as by telephone or via Skype/face-time etc.

A Principal Carer Parent can fully meet their Mutual Obligation Requirements through sufficient participation in certain tasks and Activities. See [Attachment 11A](#) for further details.

### Mutual Obligation Requirements for Participants with a Partial Capacity to Work (PCW) or temporary reduced work capacity (TRWC)

Participants assessed by Services Australia as having a PCW or TRWC of 15-29 hours per week must have their work capacity considered when setting Mutual Obligation Requirements, including setting their Points Target. At the start of each Points Reporting Period, a Participant's Points Target will be reduced automatically by 40 points in the Department's IT Systems to recognise a PCW. For TRWC Participants, the Points Target must be manually reduced by the Provider.

These Participants will be required to attend Provider Appointments, where notified.

Participants with an assessed PCW or TRWC of 15-29 hours per week can fully meet their Mutual Obligation Requirements through sufficient participation in certain tasks and Activities. See [Attachment 11A](#) for further details.



For Participants with a TRWC, Providers must manually reduce their Points Target by 40 points in the Department's IT Systems.

### Mutual Obligation Requirements for mature age Participants

For Participants aged 55 years and over, their age must be considered when setting Mutual Obligation Requirements, including setting their Points Target. At the start of each Points Reporting Period, a Participant's Points Target will be reduced automatically by 40 points in the Department's IT Systems to recognise their age.

These Participants will be required to attend Provider Appointments, where notified.

Participants aged 55 years and over can meet their full-time Mutual Obligation Requirements through paid work, Voluntary Work, or a combination of these Activities depending on their age and circumstances. See [Attachment 11A](#) for further details.

### Mutual Obligation Requirements for Early School Leavers

An Early School Leaver is a person who receives Youth Allowance (other), is under 22 years of age and has not completed Year 12, the final year of secondary school or an equivalent Australian Qualifications Framework Certificate III level or above.

Until they turn 22 years of age or, if sooner, attain Year 12 or an equivalent qualification, Early School Leavers are generally required to participate in:

- Education or training, including Certificate I and II level courses, for the required hours; or
- a combination of Education and training, and paid work for the required hours; or
- other approved Activities for the required hours, and completing the minimum Job Search Requirement.

The required hours are 25 hours per week (or 15 hours per week for Principal Carer Parents and those with a Partial Capacity to Work of 15 to 29 hours per week).

An Early School Leaver who is placed in an approved Education or training course(s) by their Provider, and who undertake that Education and training alone, or in combination with paid work, for the required hours should fully meet their Points Target through that participation alone, without needing to meet the minimum Job Search Requirement.

The Provider should closely consider the Early School Leaver's circumstances, including being a Principal Carer Parent or having a Partial Capacity to Work of 15 to 29 hours per week, and reduce their Points Target appropriately.

An Early School Leaver's participation for the required hours in Education and training, a combination of Education and training and paid work, or other approved activities should enable them to meet their Points Target.

The Provider should also ensure that the minimum Job Search Requirement has been reduced to zero for each reporting period in which the Early School Leaver is meeting their requirements through Education or training, or a combination of Education and training and paid work.

Only Services Australia can verify a Year 12 or equivalent qualification to determine whether a young person is no longer an Early School Leaver. Services Australia will accept any of the following:

- a Year 12 certificate issued by a Senior Secondary Board of Studies
- an Australian Qualification Framework Certificate III
- a higher qualification issued by a Registered Training Organisation or higher educational institution
- a Certificate III or IV of General Education for Adults
- the International Baccalaureate
- other higher Education pre-entry course.

Once an Early School Leaver turns 22 years of age or, if sooner, has completed Year 12 or an equivalent qualification, they will no longer be an Early School Leaver. They will be subject to the Mutual Obligation Requirements that apply to other Participants.



Providers must fax the Early School Leaver's qualifications to the Services Australia Business Hotline on 1300 786 102. The Provider must sight the original and send a copy of the completed qualification with the cover sheet that is available on the Provider Portal. If the original qualification has been lost or destroyed, a certified copy of the qualification or a letter from the Education and training institution formally verifying attainment of the qualification will be accepted. If none of these can be obtained, a statutory declaration from the Early School Leaver will be accepted. The statutory declaration must include the name of the course, date completed,

name of institution and institution contact details, and must be appropriately certified. Do not send verification requests to Services Australia if the Education level is below Year 12.



If Services Australia does not accept the qualification, they will contact the Provider. The Provider must contact the Early School Leaver to advise them of the reason the qualification was not verified.



Where the qualification is accepted by Services Australia, the Provider must update the Education level information in the Participant's Job Seeker Snapshot to reflect the Early School Leaver's advised higher level of educational attainment.

(Deed Reference(s): Clause 111, 116)

## Mutual Obligation Requirements for pregnant Participants

Providers must consider a pregnant Participant's personal circumstances when setting their Mutual Obligation Requirements. Pregnant Participants:

- from 3 months before their due date, will not have a Job Search Requirement. Providers should consider adjusting their Points Target taking the pregnancy and other personal circumstances into account. During this time, Providers cannot compel these Participants to accept job offers or referrals to job interviews. These Participants can be required to attend Provider Appointments up to 6 weeks before the expected due date, where notified.
- from 6 weeks before the expected due date and until 6 weeks following the birth of the child, will have an Exemption from all of their Mutual Obligation Requirements.
- may also have an Exemption from all their Mutual Obligation Requirements if it would be unreasonable to expect them to comply or if a Services Australia delegate is satisfied in all the circumstances that the Participant should not be required to comply.

## Tailoring the Points Target to reflect a Participant's circumstances

Under Workforce Australia, the Points Target must be tailored to recognise the Participant's personal circumstances and/or local labour market conditions.

**Example:** If a Provider applies a credit of 30 points, the Points Target will be reduced from 100 points to 70 points.

### Automatic credits to reduce the Points Target

At the start of each Points Reporting Period, credits will automatically be applied in the Department's IT Systems to tailor the Points Target to recognise the following circumstances:

- 20 points for Participants in employment regions with poor or below average labour market conditions, as set out in the 'Labour Market Credits in Workforce Australia' fact sheet on the Provider Portal.
- 40 points for one or more of the following personal circumstances:
  - Reduced Work Capacity (15-29 hours per week)
  - Principal Carer Parent
  - Mature Aged (55+ years).

**Note:** Providers must manually apply credits to reduce the Points Target for TRCW Participants.

**Note:** Where a Participant's circumstances change during a Points Reporting Period, such as where a Participant turns 55 part-way through their Points Reporting Period, or a Reduced Work Capacity is granted half-way through the Points Reporting Period, the reduction to the Points Target will be applied from the start of the next Points Reporting Period.

Manually applying credits to tailor the Points Target

In consultation with the Participant, the Provider must consider the Participant's personal circumstances and how these circumstances affect a Participant's capacity and opportunity to participate and gain employment and tailor the Points Target accordingly.

Providers can apply credits to reduce the Points Target to recognise a range of personal circumstances, including:

- Community Service Orders
- Disability, physical or mental health condition
- Temporary medical condition or injury
- Homelessness and/or emergency housing
- Short-term caring responsibilities or family or other emergency
- Drug and/or alcohol dependency
- Lack of education or skills
- Age
- Other barriers to employment
- Experiencing domestic violence
- Observance of cultural or religious beliefs
- Options available, including transport, for an individual in accessing the labour market and length of travel time
- Cost of complying with requirements.

Credits are to be applied in 5 point increments. They can be added to any automatic 40 point credit applied for one or more of the 3 circumstances identified above, or can be applied in any amount to reflect an individual's circumstances.

Credits can be applied to a single Points Reporting Period or set to apply for consecutive Points Reporting Periods totalling up to 6 months (i.e., up to 6 consecutive Points Reporting Periods).

The Provider can apply a credit at any time during a Points Reporting Period if an adjustment to the Points Target is required to reflect a Participant's change in circumstances.

During a Points Reporting Period, a Participant's Points Target can be lowered for the same period, or lowered for a period of up to 6 months. It can only be raised for the next Points Reporting Period.

**Examples:**

- 60 points for a Mature Aged Participant with a disability.
- 30 points for a Participant aged 45+ years with other barriers to employment.
- 50 points for a Principal Carer Parent with a temporary illness during the Points Reporting Period.


- 15 points for a Participant that has to spend 3 days of the Points Reporting Period travelling to attend a cultural ceremony.

When setting the Points Target, the Provider should review any barriers identified through an ESAT or JCA. The Job Seeker Snapshot and Capability Management Tool may also help identify personal issues affecting a Participant's capacity and opportunity to gain employment.

**Note:** Where a Provider reduces the Points Target to zero for any reason, the minimum Job Search Requirement will not be automatically reduced in the Department's IT Systems. This must be manually reduced by the Provider. If the minimum Job Search Requirement is not reduced in the Department's IT Systems, the Participant will not meet their Points Requirement and may be subject to the Targeted Compliance Framework.

**Note:** Participants may be granted an Exemption from their Mutual Obligation Requirements by Services Australia for a specified period for some of the personal circumstances listed above. If a Participant has applied for an Exemption and Services Australia is assessing that application, a Provider can reduce the Points Target to zero while waiting for the Exemption to be granted.

 For guidance on how to tailor the Points Target in the Department's IT Systems refer to the [Department's training resources](#).

 The Provider must record the reason/s for the reduction of the Points Target in the Department's IT Systems.

### Reducing the minimum Job Search Requirement

When setting a Participant's Points Target, Providers must also consider their personal circumstances, and adjust the minimum Job Search Requirement accordingly. Providers can reduce this requirement to 3, 2, one or zero Job Searches each Points Reporting Period.

Providers can reduce the minimum Job Search Requirement for one or more of the following circumstances:

- poor or below average labour market
- barriers to employment
- significant caring responsibilities
- short term family or other emergency
- experiencing domestic violence
- homelessness and/or emergency housing
- Early School Leavers undertaking appropriate Activities
- undertaking an approved course for language, literary and numeracy issues

**Note:** When the minimum Job Search Requirement is reduced for any reason, the overall Points Target will not automatically reduce in the Department's IT Systems. The Participant can choose how they earn the points to meet their Points Target, by completing tasks or participating in other Activities.


For the circumstances where the Provider should reduce the minimum Job Search Requirement to zero, such as where a Participant is engaged in Education and training or other Activities which fully meet their Points Target – refer to [Participants who are meeting their Points Requirement](#).




**Example:** A Participant receives a labour market credit of 20 points and a personal circumstances credit of 40 points for a Principal Carer Parent and the Provider reduces the minimum Job Search Requirement to zero due to significant caring responsibilities and a poor or below average labour market. The Participant would be required to report 40 points in the Points Reporting Period but complete no Job Search to meet their Points Requirement.

The minimum Job Search Requirement can be reduced for a single Points Reporting Period or set to apply for consecutive Points Reporting Periods totalling up to 6 months (i.e., up to 6 consecutive Points Reporting Periods).

When reducing the minimum Job Search Requirement, Providers should also consider the Participant's ability to meet their Points Target, taking into account their personal circumstances and the availability of Activities in the area.

 For guidance on how to reduce the minimum Job Search Requirement in the Department's IT Systems see the [PBAS – Tailoring a participant's Points Target](#) task card, or refer to the [Department's training resources](#).

 The Provider must record the reason for reducing the minimum Job Search Requirement to zero in the Department's IT Systems.

(Deed Reference(s): Clause 89, 138)

## Tailoring the Points Target and minimum Job Search Requirement to action the outcome of a Capability Interview or Capability Assessment

If the outcome of a Capability Interview or Capability Assessment is that the Participant is not capable of meeting their requirements, the Provider must review the Job Plan and tailor the Points Target and/or the minimum Job Search Requirement to ensure they are suitable for the Participant and appropriately reflect a Participant's circumstances.

For further information on actioning the outcomes of a Capability Interview or Capability Assessment, see the [Targeted Compliance Framework and Mutual Obligation Failures Chapter](#).

(Deed Reference(s): Clause 145)

### 11.8.5. Meeting the Points Target

The Participant meets their Points Target by the end of their Points Reporting Period by having undertaken and reported sufficient tasks and Activities.

The Provider must encourage the Participant to own their pathway to employment and take responsibility for meeting their Points Target each Points Reporting Period. The Provider must support and provide appropriate assistance to the Participant to ensure they are reporting their participation in their tasks and Activities.

The Participant can choose the tasks and Activities that they will undertake to meet their Points Target. However, the Provider must work with the Participant to identify a Participant's strengths as well as any barriers they may have to finding Employment and use this information to discuss

appropriate tasks and Activities for the Participant. Any vocational and non-vocational Activities are to be tailored to address the Participant's individual needs and work capacity.

**Note:** Providers must consider whether the commute from the Participant's place of residence to attend the appointment or Activity is safe and beneficial to the Participant, and reasonable for their circumstances. The travel time should also be proportionate to the duration and type of Activity.

For Participants who are Principal Carer Parents or who have a Partial Capacity to Work, reasonable travel must not exceed 60 minutes in one direction.

For Participants who are not Principal Carer Parents or who do not have a Partial Capacity to Work, reasonable travel should not exceed 90 minutes in one direction.

Travel time refers to the actual time spent in transit, from the place of residence to the Activity location, and must be calculated using the method of travel that is most reliable and accessible to the Participant.

For Principal Carer Parents, travel time must also take into account the time to travel to and from childcare. Additionally, travel for Participant with a Partial Capacity to Work should not aggravate or be unreasonably difficult due to their illness, injury or disability.

The Provider should also consider any information captured in the Capability Management Tool, JSCI, ESA or, if a Participant has participated in the Time to Work Employment Service, any current transition plan identified in the Department's IT Systems, to help identify appropriate tasks and Activities for the Participant.

Note: If a Participant is undertaking paid work (but not enough to fully meet their Mutual Obligation Requirements) and can record their participation online, the Provider should consider the Participant's suitability for Online Full Services and request through the NCSL that the Participant be referred to Online Full Services if the Provider assesses the Participant as suitable. See the [Eligibility and Referral Chapter](#) for information.

The Provider must engage in conversations with the Participant if they are not meeting their Points Target and/or if they are not attending their Activities, to identify the reason/s for the non-compliance. If a Participant does not engage in one approved activation Activity or one or more Provider assessed activation Activities by the activation point, they may be required to complete a Mandatory Activity. See the [Activation and Mandatory Activity Requirement](#) section for further information.

(Deed Reference(s): Clause 89, 110, 120)

## Completing the minimum Job Search Requirement

Generally, most Participants will need to complete a minimum Job Search Requirement of 4 Job Searches (20 points) to meet their Points Requirement. Providers can reduce the minimum Job Search Requirement to 3, 2, one, or zero, based on the Participant's circumstances.

A Job Search is worth 5 points – see the ['Points values for tasks and Activities in the PBAS' Provider fact sheet](#) on the Provider Portal.

**Note:** The Job Search Requirement is set at a minimum of 4 Job Searches each Points Reporting Period. However, Participants can undertake more than 4 Job Searches in a Points Reporting Period and can meet their Points Requirement through Job Search alone.

**Example:** A Participant with a Points Target of 100 could complete 20 Job Searches and meet their Points Requirement for that Points Reporting Period.

Participants who have a minimum Job Search Requirement (of 4, 3, 2 or one Job Searches) cannot meet their Points Requirement if they do not complete that number of Job Searches in that Points Reporting Period, even if they report more points from other tasks and Activities.

Note: At the activation points, Participants who have undertaken only Job Search may have a Mandatory Activity Requirement if they have not been placed into an alternate Activity. See [Activation and Mandatory Activity Requirement](#) for further information, including a list of approved activation Activities.

(Deed Reference(s): Clause 139, 142)

### Activities for Participants with reduced requirements

Participants can choose to do more than their assessed capacity and participate in a full-time Activity to meet their Points Requirement, however the total hours of all requirements and Activities undertaken by the Participant must also be appropriate.

Before the Participant starts the Activity, the Provider must discuss the requirements of the Activity with the Participant and ensure that the Participant has the capacity to meet the requirement.

A Participant cannot participate in a Mandatory Activity (Work for the Dole) that exceeds their assessed capacity.

### Points values for tasks and Activities

All tasks and Activities are assigned a points value, with more intensive Activities attracting more points. The points value assigned is based on the level of engagement and commitment required to complete the task or Activity and the strength of the link to paid work.

In certain circumstances, the Provider can apply a personal circumstances credit to increase the points value for a task or Activity to reflect the level of engagement and commitment required to complete that task or Activity, based on the requirements of the specific task and/or the Participant's personal circumstances.

Refer to the ['Points values for tasks and Activities in the PBAS' Provider fact sheet](#) on the Provider Portal for more information.

### Reporting tasks and Activities to earn points

Participants are responsible for reporting the completion of their tasks and their attendance at Activities where personal responsibility is included in their Job Plan (Job Plan requirement PA03 – personal responsibility).

For tasks, the Participant must report each completed task by using the Workforce Australia website or app. In some cases, reporting the task will be by adding it to their profile. For example, gaining a work-related licence or qualification. Once the Participant reports the task, the Department's IT Systems will automatically allocate the relevant points to the Participant.


For Activities, the Participant will earn points following the reporting of their attendance at that Activity by using the Workforce Australia website or app. At some Activities, the Participant may be able to report their attendance by scanning a QR code made available to them at the Activity.

- When an Activity is scheduled in the Participant's Electronic Calendar by the Provider, the Participant will report their attendance at that Activity on the day the Activity was scheduled. Points will be awarded when the Participant reports their attendance at the first day of the Activity each week.
- When an Activity is not scheduled in the Participant's Electronic Calendar, the Participant will report their participation in the Activity weekly.

**Note:** While points are awarded following attendance of at least one day in a scheduled Activity, Participants are required to attend every day of the Activity. If a Participant is not attending their Activity and fully engaged in that Activity, this could result in the need for a Mandatory Activity to be undertaken by the Participant. The Provider must discuss any non-attendance at Activities with the Participant to find out the reason/s for non-attendance.

**Note:** Participants undertaking a Mandatory Activity (Work for the Dole) must report their attendance by using the Workforce Australia website, mobile app or to their Provider, by close of business on the day the Activity was scheduled in their Electronic Calendar. If no result is recorded by close of business on that day, the Department's IT Systems will raise a compliance event.

Refer to the '[Reporting tasks in PBAS' Provider fact sheet](#) and the '[Reporting Activities in PBAS' Provider fact sheet](#) on the Provider Portal for more information on when an Activity is scheduled or not scheduled in the Participant's Electronic Calendar.

 For guidance on how to report tasks and Activities in the Department's IT Systems refer to the [Department's training resources](#).

(Deed Reference(s): Clause 120, 143)

## Participant can earn points for tasks completed during an Activity

A Participant can report the completion of a task and earn points for that task if it was undertaken while participating in another Activity.

**Example:** Getting a forklift licence while participating in Work for the Dole can be reported as a task completed by the Participant during their Points Reporting Period. This would be in addition to the points earned from attending the Activity.

## Reporting tasks and Activities for a Participant

Sometimes a Provider must report the completion of tasks or attendance at Activities in the Department's IT Systems on a Participant's behalf when a Participant says they cannot do it themselves. This could include:

- where the Participant cannot self-manage their own reporting requirements and the Provider must do it for them
- during the initial Points Reporting Period to assist the Participant, if the Participant has not yet learnt how to do it, or
- where the Participant has damaged or lost their device or has connectivity issues and cannot report online.

In such cases, the Provider must report these tasks and Activities on the Participant's behalf by close of business on the day they are advised by the Participant.



For guidance on how to report tasks and Activities in the Department's IT Systems refer to the [Department's training resources, including the 'Reporting tasks in PBAS' Provider fact sheet and 'Reporting Activities in PBAS' Provider fact sheet on the Provider Portal.](#)

(Deed reference: Clause 89, 120)

## Assessing the quality of a Participant's Job Search efforts

Providers must be satisfied that the Participant's Job Search efforts submitted to meet their Points Target are of sufficient quality.

Providers need to review and confirm the quality of Job Search efforts submitted by no later than 5 Business Days after the end of each Participant's Points Reporting Period.

When assessing the quality of the Job Search efforts reported by the Participant, the Provider must consider whether the jobs applied for:

- are at levels of seniority or remuneration that are suitable for the Participant
- are in a variety of fields and occupations that the Participant is qualified for or has experience in, and if that work is suitable for the Participant
  - if the Participant is undertaking Education or participating in training and the Provider agrees, the Participant can focus on Job Search relevant to their field of Education if it will increase the likelihood of the Participant finding sustainable Employment. For example, Participants studying an aged care related qualification may be allowed to initially restrict their Job Search to that field
- used a variety of methods to contact potential Employers.

While the above criteria must be considered when assessing Job Search efforts, a Participant does not need to meet each criterion in every Points Reporting Period. The Provider should consider the Job Search efforts of the Participant holistically over time.

Similarly, Providers may also consider other factors in assessing whether a person has undertaken adequate Job Search. For example, a deliberately unreadable or poor quality application may not be considered as an adequate Job Search effort.

A Provider should consider, and discuss, a Participant's Job Search efforts at their regular Appointments and where their Job Search effort is unsatisfactory educate the Participant on quality Job Search. This may include, but is not limited to:

- a general discussion
- a review of individual Job Search efforts for a Points Reporting Period

- encouraging the Participant to diversify their Job Search efforts or alternatively focus their Job Search efforts during a period in a particular field in which they are qualified (rather than in a range and variety of fields and occupations)
- discussing the consequences of submitting Job Search efforts that are not of satisfactory quality to meet their requirements and the application of the Targeted Compliance Framework.

## The Points Reporting Period

Each Participant will have their own Points Reporting Period. For most Participants, their Points Reporting Period commences on the day that they agree to their first Job Plan during their Period of Unemployment.

**Example:** If a Participant agrees to their Job Plan and commences in Services on 17 January, their Points Reporting Period will commence from this day and will end on 16 February. Their next Points Reporting Period will commence on 17 February.

**Note:** Participants who transition from jobactive and NEST will continue to report their Mutual Obligation Requirements in line with their past Job Search reporting period date. This will become their Points Reporting Period.

Participants will be sent reminders about reporting their participation via SMS or email and inbox at 15 calendar days before the end of their Points Reporting Period, and again at 5 calendar days before the end of their Points Reporting Period.

### Suspension or Exemption lifted during a Points Reporting Period

The current Points Reporting Period will be set to 'no longer required', if a Participant has a Suspension from Services or an Exemption applied during a Points Reporting Period and the Suspension or Exemption:

- ends within the last 5 calendar days of the Participant's current Points Reporting Period, or
- extends beyond the end of the current Points Reporting Period.

When a Participant has a Suspension from Services or an Exemption applied within a Points Reporting Period and it is lifted within the same Points Reporting Period, the Points Target will be pro-rated automatically in the Department's IT Systems. An exception to this will be when the Suspension or Exemption ends in the last 5 calendar days as outlined above.

When a Participant starts a Points Reporting Period with a Suspension or an Exemption, but it is lifted during the Points Reporting Period, the Participant's Points Target will be pro-rated in the Department's IT Systems for the remainder of that Points Reporting Period.



If the Participant is unable to meet the pro-rated Points Target and they have a Valid Reason, the Provider must record a Valid Reason in the Department's IT Systems for the Participant for that Points Reporting Period.

See the [Commencements, Transfers, Suspensions and Exits Chapter](#) for more information on Suspensions.

(Deed Reference(s): Clause 107, 110, 116, 120)

### 11.8.6. Setting Job Referral tasks

Job Referral tasks can connect Participants with suitable work. Where the Provider identifies a job opportunity for the Participant, the Provider must set a Job Referral task for the Participant to action. Specific Job Referral tasks a Provider can set include:

- Apply for a specific job
- Accept a job interview
- Contact an employer to arrange and accept a job interview
- Update a resume appropriately
- Provide personal details to support a job opportunity.

Providers must ensure that all Job Referral tasks that a Participant is required to do, are recorded in the Department's IT Systems.

All information Providers enter in the Department's IT Systems in relation to the Job Referral task must be accurate and complete. The Participant must be formally notified, with reasonable notice, of each Job Referral task that they have been set.

Providers are expected to ensure Participants are only set Job Referral tasks that they are able to successfully undertake by the due date.

The Department's IT Systems does not limit the number of Job Referral tasks that can be set for a Participant. Providers must ensure they do not set a number that exceeds the Participant's minimum Job Search Requirement.

### 11.8.7. Scheduling Mutual Obligation Requirements in the Participant's Electronic Calendar

The Provider is required to record details of, and schedule each compulsory requirement in the Participant's Electronic Calendar, including:

- compulsory Appointments
- Mandatory Activities
- Provider-scheduled job interviews.

To schedule a compulsory requirement in the Participant's Electronic Calendar, the Job Plan code that corresponds to that requirement must be included in the Participant's current, signed Job Plan.

Refer to [Creating a Job Plan](#) for more information on the Job Plan and Job Plan codes.

(Deed Reference(s): Clause 104, 105)

### Scheduling compulsory requirements

The Provider must ensure that each day of each compulsory requirement is scheduled in the Participant's Electronic Calendar and populated with:

- the name or description of the requirement
- the start time
- break times, where relevant

- the end time
- the location of the requirement, including any special instructions to locate a venue (e.g. located on battle-axe block), and
- the name of any third-party provider or training organisation.

When the Provider schedules the requirement in the Participant's Electronic Calendar and formally notifies the Participant, the requirement will then appear in the Participant's Electronic Calendar.

(Deed Reference(s): Clause 104, 105)

## Issuing formal notification to the Participant

Provider employees are delegated powers by the Secretary of the Department of Education, Skills and Employment under Social Security Law to notify Participants of their Mutual Obligation Requirements.

**Note:** The requirement to formally notify a Participant receiving Income Support Payments also applies to Disability Support Recipients (Compulsory Requirements).

The Provider is required to formally notify the Participant of every compulsory requirement in their Job Plan. The Provider must explain how to meet each requirement, as well as the consequences of not doing so, including possible financial penalties.

When the Provider schedules a requirement in the Participant's Electronic Calendar, the Department's IT Systems will automatically create and record the selected notification type to be issued. If a requirement is re-scheduled, the Provider must formally notify the Participant of the new requirement.

Formal notification always includes:

- the reason for the Appointment, if the requirement is an Appointment
- whether the requirement is for the purpose of re-engagement
- the date and start time of the requirement
- the location or address of the requirement
- if the Participant is required to record their own attendance, and if so, the consequences of not doing so
- whether the Participant will require evidence to record their own attendance
- that the Participant must contact their Provider beforehand if they become aware of an Acceptable Reason preventing them from being able to attend or complete the requirement, to inform the Provider of that reason
- the possible consequences for the Participant if they do not meet their requirement
- a statement that the notification is a Notice under Social Security Law
- that the Participant must complete their requirement in return for their Income Support Payment.

The Provider must issue a Participant formal notification within the appropriate timeframe before the requirement is scheduled to occur. If reasonable notice timeframes are not met, the Electronic Calendar will not allow a requirement to be booked unless the Provider is in direct contact with the Participant and they have agreed to attend this requirement and the Provider records this.



## Scheduling a Provider Appointment

The Provider must ensure that their Electronic Calendar has the capacity to receive an Appointment within the next 2 Business Days.

When booking a Provider Appointment for a Participant, the Provider needs to select the correct Appointment type, schedule the Appointment in the Electronic Calendar and formally notify the Participant. If a Participant has an Appointment with their Provider, the Provider must deliver a Contact on the date and time of the Appointment as recorded in the Participant's Electronic Calendar.

There are 4 types of Appointments:

1. Initial Appointment
2. Contact Appointment
3. re-engagement Appointment, and
4. Capability Interview Appointment.

Appointments must be conducted at the Provider's premises or another agreed suitable location. Appointments must be held at locations that are accessible, appropriate and safe for Participants, children and Provider staff. Providers must not conduct Appointments or other Contacts at a Participant's home under any circumstances.

(Deed Reference(s): Clause 102, 104, 105)

## Scheduling job interviews

Provider-sourced job interviews need to be scheduled in the Participant's Electronic Calendar and the Participant must be formally notified of the requirement to attend. Participants taking personal responsibility to record their own attendance must do so for job interviews.

When the Provider becomes aware that a Participant has an upcoming job interview, the Provider must schedule it in the Participant's Electronic Calendar. This is required where the Provider has the relevant information and details to schedule the job interview and appropriate time to notify the Participant prior to the day of the job interview.

(Deed Reference(s): Clause 104)

## Scheduling rehabilitation for alcohol or other drug dependency

If the Provider identifies or becomes aware that the Participant's ongoing capability to meet their requirements or search for work is compromised by alcohol or other drug dependency, the Provider needs to discuss this with the Participant to identify rehabilitation options that would assist the Participant to overcome their dependence.

If the Participant chooses to undertake rehabilitation for their alcohol or other drug dependency, or is already doing so when they enter Workforce Australia Services or transfers from another provider, the Provider must schedule it in the Participant's Electronic Calendar and notify the Participant.

(Deed reference: Clause 104, 105)

## Participant may create Personal Events

The Participant may create their own Personal Events in their Electronic Calendar between 6 am and 9 pm. The Participant may only create Personal Events where a Mutual Obligation Requirement is not already scheduled at that time.

The Provider is able to create Personal Events on behalf of the Participant to assist the Participant in having full visibility of their schedule and their requirements. The Provider must create Personal Events on behalf of the Participant to schedule regular hours of paid work if the Participant does not do so. The Provider must advise the Participant that even though they have created a Personal Event, Mutual Obligation Requirements may still be scheduled.

(Deed Reference(s): Clause 104)

## Confirmed Participant Personal Events

The Provider is responsible for confirming Participant Personal Events and are encouraged to review and consider Personal Events created by the Participant. The Provider should use their judgement and knowledge of the Participant to decide whether the Participant's Personal Event is appropriate prior to confirming it. When deciding to confirm a Personal Event, the Provider should also consider the nature of the Personal Event and the Participant's personal situation. A Personal Event is considered to be Prior Notice of a Participant being unable to attend a requirement at that time.

If the Provider confirms a Personal Event that should not have been confirmed, they cannot 'un-confirm' the event. The Provider must cancel the Personal Event, after discussing with the Participant the reasons why the Personal Event was cancelled in their Electronic Calendar, which will notify the Participant via an inbox message.

(Deed Reference(s): Clause 104)

## Unconfirmed Participant Personal Events

If a Provider considers that a Personal Event entered by a Participant is not appropriate, the Provider can choose to leave it unconfirmed. If a Personal Event is not confirmed, the Provider can override the unconfirmed Personal Event and schedule a requirement at that time. The Provider must record the reason in the Department's IT Systems and must formally notify the Participant of the requirement, ensuring they can make other arrangements for the Personal Event created.

(Deed Reference(s): Clause 104)

## Scheduling a requirement over a confirmed Participant Personal Event

If the Provider needs to schedule a requirement for the same time as a Participant's confirmed and scheduled Personal Event, the Provider will need to discuss this with the Participant.

After confirming with the Participant that they are available to attend the requirement at the scheduled time, the Provider is required to record the reason in the Department's IT Systems and formally notify the Participant of their requirement.



Providers need to manage the conflicting requirement in the Participant's Electronic Calendar and must record the reason for scheduling the requirement at this day/time in the Department's IT Systems.

(Deed Reference(s): Clause 104)

### 11.8.8. Participants can bank additional reported points

If a Participant exceeds their Points Target for their current Points Reporting Period, the additional points may be banked and used to reduce the Points Target of their next Points Reporting Period. The Department's IT Systems will attribute the banked points at the start of the next Points Reporting Period.

Participants can only bank half of their Points Target at any time.

**Example:** If a Participant's Points Target at the start of their Points Reporting Period is 80, they can bank:

- 30 points for the next Points Reporting Period if they gain 110 points, or
- 40 points for the next Points Reporting Period if they gain 120 points or more.

**Note:** If the Participant's Points Target is reduced during their current Points Reporting Period, due to a Provider credit, the Participant will still be able to bank 40 points. The total of points able to be banked cannot change during a Points Reporting Period.

Note: Banked points will round up to the nearest 5 points.

**Example:** If a Participant's Points Target is 75, they can bank half of their Points Target, which is 37.5. In this instance, the total of points able to be banked will be rounded up to 40 points.

### 11.8.9. Participants who do not meet their Mutual Obligation Requirements

The TCF applies to all Participants with Mutual Obligation Requirements who fail to meet their Mutual Obligation Requirements including those outlined in their Job Plan and on their homepage. This includes not meeting their Points Target in a Points Reporting Period without a Valid Reason or submitting Job Search efforts that are not of a satisfactory quality. The failure to meet their Mutual Obligation Requirements is a Mutual Obligation Failure. For further information on the application of the TCF, see the [Targeted Compliance Framework and Mutual Obligation Failures Chapter](#).

(Deed Reference(s): Clause 145)

## 11.9. Activation and Mandatory Activity Requirement

Providers are responsible for sourcing appropriate Activities and ensuring Participants are aware of their Mutual Obligation Requirements. Providers should encourage early engagement in Activities, Education or training, which support a Participant's pathway to employment. Participation in Activities will also earn points towards a Participant's monthly Points Target.

Participants will be identified as requiring a Mandatory Activity Requirement if they do not meet the activation requirement at each activation point while they are in Workforce Australia Services and do not undertake a suitable alternate Activity.

Participants with a Mandatory Activity Requirement will be required to undertake Work for the Dole as their Mandatory Activity (where they can legally be required to participate in Work for the Dole).

(Deed Reference(s): Clauses 140, 141, 142.1)

### 11.9.1. Provider responsibilities

Providers must support Participants to undertake appropriate Activities to meet the activation requirement. Providers can do this by:

- considering the timing of the activation point and when a Mandatory Activity will be required if the activation requirement is not met
- ensuring the Activity benefits the Participant and assists in helping them progress towards employment
- considering the Participant's individual circumstances and capacity
- ensuring they source sufficient Activities to meet the needs and interests of their Participants
- ensuring the Participant is aware of the Mandatory Activity Requirement and the requirement to undertake a mandatory Work for the Dole activity if they do not undertake sufficient hours of participation/completion in:
  - one approved activation Activity, or
  - one or more Provider-assessed activation Activitiesby each activation point and are not doing an alternate Activity.

Providers must arrange appropriate Activities for Participants, in accordance with this Guideline.

### 11.9.2. The activation requirement

Participants can meet the activation requirement (and not have a Mandatory Activity Requirement) by undertaking the minimum number of hours required for either:

- one approved activation Activity, or
- one or more Provider-assessed activation Activities

in the period between their Commencement and their first activation point, and between activation points.

**Note:** Job Search is not an approved activation Activity for the purposes of meeting the activation requirement. For information on setting up and managing Activities, including essential information on work health and safety, Risk Assessments and checks, and Participant eligibility, see the relevant Activity Chapters.

### Approved activation Activities – participation/ completion requirement

A Participant can meet the activation requirement (and not require a Mandatory Activity), if they participate in/complete at least 80% of one approved activation Activity by the activation point.

### Approved activation Activities

- Adult Migrant Employment Program (AMEP)
- Career Transition Assistance (CTA)
- Employability Skills Training (EST)
- Education and training (accredited training courses)
- Self-Employment Assistance Small Business Training
- Skills for Education and Employment (SEE)
- Work for the Dole (WfD) (not as a Mandatory Activity).

Where possible, the Department's IT Systems will be used to determine whether a Participant has participated in/completed at least 80% of an approved activation Activity. However, some approved activation Activities will require Providers to determine whether a Participant has met their activation requirement.

**Example 1:**

A Participant was enrolled in a CTA Course which required Participants to attend 75 hours over 8 weeks. The Participant attended 7.5 hours per week for 8 weeks resulting in them attending 60 hours out of the maximum 75 hours. This is equivalent to 80%, therefore the Participant is determined to have met the participation requirement needed for meeting the activation requirement (and had no Mandatory Activity Requirement).

**Example 2:**

A Participant was enrolled in an EST Course which required them to attend 15 hours per week for 5 weeks. The Participant attended 12 hours per week for 5 weeks resulting in them attending 60 hours out of 75 hours. This is equivalent to 80%, therefore the Participant is determined to have met the participation requirement needed for meeting the activation requirement (and had no Mandatory Activity Requirement).

### Provider-assessed activation Activities - participation requirement

A Participant can meet the activation requirement (and not require a Mandatory Activity) if they engage in any combination of Provider-assessed activation Activities for a minimum of 75 hours across any 2 Points Reporting Periods.

Providers must review and confirm the Participant's attendance at the Provider-assessed activation Activities throughout the relevant 3 or 6 month Period of Service to the activation point. This can be done by checking with Host Organisations as well as checking the Participant's PBAS points earned for Activities during the period in the Department's IT Systems.

### Provider-assessed activation Activities

- approved activation Activities (when a Participant has not met the 80% participation/completion requirement)
- Australian Defence Force Reserves
- counselling

- drug and alcohol treatment/rehabilitation
- Education and training (non-accredited training courses)
- Local Jobs Program
- Launch into Work
- Non-Government Programs
- Observational Work Experience
- other government programs
- paid work
- Self-Employment Assistance Exploring Self-Employment Workshops
- self-help & support groups
- Voluntary Work (Participant Sourced)
- Voluntary Work (Provider Sourced)
- Workforce Specialist Projects

Further information on the eligibility and participation requirements for Activities can be found in relevant Activity Chapters.

**Example 1:**

A Participant has undertaken the following Activities over the 6 month period from Commencement to their activation point:

- 2 weeks of an EST Course (80% of the 3 week EST Course was not completed)
- 8 weeks of regular 2 hourly Drug & Alcohol treatment/rehabilitation sessions, and
- 10 hours of paid work in one week.

The Participant did not meet the approved activation Activity requirements for EST as they had not completed at least 80% of the course. Therefore, the Provider assessed the Participant's engagement over the period by reviewing the attendance history and PBAS points earned during the period and determined that they met the participation requirement for each Activity, resulting in them meeting the activation requirement. A Mandatory Activity Requirement was not required.

**Example 2:**

A Participant undertaking a non-accredited training course attended 10 hours a week throughout the semester. The Provider confirmed the Participant's attendance through reviewing the Participant's Study or Training Declaration and PBAS points earned for the period. The Participant attended 10 hours a week (as required) for one semester (18 weeks over 6 months), bringing the total hours of attendance to 180 hours. The Participant attended more than the minimum 75 hours over any 2 reporting periods therefore, the Participant met the activation requirement. A Mandatory Activity was not required.



Providers must record in the Department's IT Systems that the Participant has met the activation requirement (a Mandatory Activity Requirement is not required).

### 11.9.3. Meeting the activation requirement

Participants' activation will be assessed by periodic activation points to identify whether they have a Mandatory Activity Requirement.

Their first activation point will be either:

- 3 months Period of Service from the date of Commencement in Workforce Australia Services if the Participant is Referred from Workforce Australia Online following a Period of Registration of 12 months or more, or
- 6 months Period of Service from the date of Commencement in Workforce Australia Services for all other Participants.

Subsequent activation points will be:

- 6 months Period of Service from the Participant's last day of participation in their Mandatory Activity (or alternate Activity) where one was required, or
- 6 months Period of Service from the current activation point in Workforce Australia Services for all other Participants.

(Deed Reference(s): Clauses 142.1 (a)(i) and 142.1 (a)(ii))

#### Activation requirement - checking participation/completion

Where possible, Providers should use the Department's IT Systems to determine whether a Participant has participated in/completed at least 80% of an approved activation Activity.

If it is not possible for the Department's IT Systems to indicate whether the Participant has participated in/completed at least 80% of an approved activation Activity, the Provider can assess and confirm the Participant's attendance for individual Activities through the Department's IT Systems.

Where Progress Payments are primarily dependent on completion of approved activation Activities or interventions, the evidence uploaded by Providers when claiming Progress Payments can be used by the Provider in considering whether the activation requirement has been met. For more information on Progress Payments, see [Progress Payments](#) section.

At 4 weeks prior to a Participant's activation point:

- their Provider will be notified if, according to the Department's IT Systems, the Participant has not yet participated in/completed at least 80% of an approved activation Activity
- the Provider will be notified through the Department's IT Systems that the Participant may have an upcoming Mandatory Activity Requirement
- the Provider must remind the Participant of their activation requirements and should discuss which Activities the Participant could undertake to meet the activation requirements.

If a Participant has not met the activation requirement for one approved activation Activity at the activation point, the Provider must confirm in the Department's IT Systems whether the Participant has undertaken sufficient hours in a combination of Provider-assessed activation Activities to meet the activation requirement.

#### 11.9.4. Activation requirement not met

Where a Participant has not met the activation requirement, the Provider must contact the Participant to:

- confirm with the Participant that they can continue with the alternate Activity they are already enrolled in
- enrol the Participant in an alternate Activity, or arrange for the Participant to undertake a mandatory Work for the Dole activity (where they can legally be required to participate in Work for the Dole).

#### Mandatory Activity - Work for the Dole

Participants who do not meet the activation requirement, and have not been placed into an alternate Activity, are required to commence in Work for the Dole (where they can legally be required to participate in Work for the Dole) as a Mandatory Activity within 2 weeks of the activation point for a minimum of 8 weeks.


Work for the Dole is the only Mandatory Activity that can be undertaken to meet the Mandatory Activity Requirement (where the Participant can legally be required to participate in Work for the Dole). See the [Work for the Dole Chapter](#) for more information.


Where the Participant is required to undertake a Mandatory Activity (Work for the Dole), the Provider must contact the Participant and must:

- discuss the Mandatory Activity Requirement with the Participant
- add the Mandatory Activity Requirement and the mandatory Work for the Dole activity in their Job Plan (where the Participant can legally be required to participate in Work for the Dole), and
- ensure the Participant understands:
  - how to report details of their participation in, and completion of, the Mandatory Activity
  - the consequences of failure to participate in the Mandatory Activity. See the [Targeted Compliance Framework Mutual Obligation Failure Chapter](#) for more information.

However, under Social Security Law Participants cannot be required to participate in Work for the Dole if they are on a part rate of income support (whether due to their income, their parents or their partners), or if they are aged 60 and over. Work for the Dole must not be placed as a mandatory requirement in these cases (it may still be a voluntary requirement).

If a Participant has Work for the Dole as a mandatory requirement in their Job Plan and their circumstances change so that they are no longer able to have this as a requirement (e.g., they turn 60 or start declaring income) Work for the Dole must immediately be removed as a compulsory requirement from their Job Plan.

 Providers must record the mandatory Work for the Dole activity in the Participant's Job Plan as a compulsory Activity, in the Department's IT Systems.

 When a Participant meets their Mandatory Activity Requirement by completing the mandatory Work for the Dole activity, the Provider must record these details in the Department's IT Systems.

See earlier in this Chapter for further information on recording a compulsory Activity in a Job Plan.



(Deed Reference(s): Clauses 142.1 and 142.2)

### 11.9.5. Alternate Activity

The Provider should contact the Participant prior to entering a Mandatory Activity Requirement in the Participant's Job Plan to discuss the Participant's needs.

The Provider can use their discretion and place a Participant in an alternate Activity if it is more suitable than the Mandatory Activity (i.e. Work for the Dole) and meets the needs of the Participant.

Circumstances where an alternate Activity may be more appropriate include:

- the Provider considers that this Activity would be more beneficial for the participant
- the Participant is not eligible to participate in a Work for the Dole activity e.g. under 18 years old
- the Participant is already enrolled in an approved Activity but has not yet commenced
- the Participant commenced an approved Activity but did not meet the approved activation Activity or Provider-assessed activation Activity requirements by the activation point.

The following Activities may be undertaken as alternate Activities:

- Adult Migrant Employment Program (AMEP)
- Career Transition Assistance (CTA)
- Employability Skills Training (EST)
- Education and training (accredited training courses)
- Self-Employment Assistance Small Business Training
- Skills for Education and Employment (SEE).

An alternate Activity is an Activity that a Participant voluntarily participates in (does not have compulsory requirements) and cannot be entered into the Job Plan.

Providers who have Participants undertaking an alternate Activity must monitor participation in and completion of the alternate Activity by reviewing PBAS points earned for Activities. Participants should be reminded to report their attendance at activities.

Providers must identify the Participant as having a Mandatory Activity Requirement and place the Participant in a mandatory Work for the Dole activity (where they can legally be required to participate in Work for the Dole) if:

- the Participant does not commence an alternate Activity within 2 weeks of the activation point; or
- the Participant does not continue to participate in/complete the alternate Activity.


Participants should be reminded that failure to meet or report their requirements in their Job Plan including monthly Points Target may result in TCF action.

Where a Participant did not commence or attend an alternate Activity, the Provider must not place the Participant into a subsequent alternate Activity if the Participant is eligible to participate in a mandatory Work for the Dole activity.



Providers must record in the Department's IT Systems that the Participant has undertaken an alternate Activity.

### 11.9.6. Record Keeping

 Providers should ensure they adhere with Documentary Evidence requirements for each Activity, as outlined in relevant Activity Chapters.

(Deed Reference(s): Clause 115)

## Attachment 11A. Cohorts fully meeting their Mutual Obligation Requirements

Participant Cohort	Requirements to be fully meeting their Mutual Obligation Requirements	Provider Exits and Suspensions* or Referrals to Online Full Services**
<p><b>Principal Carer Parents (youngest child is between 6-15 years of age)</b></p>	<p>Undertaking 30 hours per fortnight of paid work (including self-employment), Education and training, Provider-Sourced Voluntary Work, or a combination of these activities.</p> <p>Undertaking 30 hours per fortnight of Defence Force Reserve service reported to Services Australia.</p> <p>Providers can only approve Provider-Sourced Voluntary Work for the purposes of a Principal Carer Parent fully meeting their Mutual Obligation Requirements if:</p> <ul style="list-style-type: none"> <li>• the Provider determines the Participant lives in a disadvantaged labour market</li> <li>• locally available training opportunities are limited, and</li> <li>• there is a significant vocational aspect to the Voluntary Work.</li> </ul> <p>The Provider-Sourced Voluntary Work must be in an approved organisation by Services Australia.</p>	<p>Participant is eligible for a Provider Exit if participation is likely to be ongoing or last more than 13 weeks or the Provider may request through the NCSL that the Participant be referred to Online Full Services if the Provider assesses the Participant as suitable.</p>
<p><b>Participants with Partial Capacity to Work (15-29 hours per week)</b></p>	<p>Undertaking 30 hours per fortnight of paid work (including self-employment), Education and training, or a combination of these Activities.</p>	<p>Participant does not need to remain connected with a Provider and will be Suspended on a Provider's caseload.</p> <p>Participant is eligible for a Provider Exit if participation is likely to be ongoing or last more than 13 weeks or the Provider may request through the NCSL that the Participant be referred to Online Full Services if the Provider assesses the Participant as suitable.</p>
<p><b>Participants with a temporary reduced capacity to work of</b></p>	<p>Undertaking 30 hours per fortnight of paid work (including self-employment), approved Education and training, or a combination of these Activities.</p>	<p>Participant does not need to remain connected with a Provider and will be Suspended on a Provider's caseload.</p> <p>Participant is eligible for a Provider Exit if participation is likely to be ongoing</p>

Participant Cohort	Requirements to be fully meeting their Mutual Obligation Requirements	Provider Exits and Suspensions* or Referrals to Online Full Services**
<b>15-29 hours per week</b>		or last more than 13 weeks or the Provider may request through the NCSL that the Participant be referred to Online Full Services if the Provider assesses the Participant as suitable.
<b>Participants with partial capacity to work or temporary reduced work capacity (0-14 hours per week)</b>	Attending a quarterly interview with Services Australia.	Participant does not need to remain connected with a Provider and will be Suspended on a Provider's caseload.
<b>Mature age Participants (55-59 years)</b>	<p>In their first 12 months of receiving Income Support Payments (unless receiving Parenting Payments), undertaking:</p> <ul style="list-style-type: none"> <li>• 30 hours per fortnight of paid work (including self-employment), or</li> <li>• 30 hours per fortnight of a combination of Voluntary Work and paid work (including self-employment) (with a minimum of at least 15 hours per fortnight of paid work).</li> </ul> <p>After receiving Income Support Payments for more than 12 months (or receiving Parenting Payments), undertaking 30 hours per fortnight of paid work (including self-employment), Voluntary Work, or a combination of these 2 Activities.</p>	<p>Participants must remain on the Provider's caseload; however, the Participant will be Suspended while they are considered to be fully meeting their Mutual Obligation Requirements.</p> <p>The Provider may request through the NCSL that the Participant be referred to Online Full Services if the Provider assesses the Participant as suitable.</p>
<b>Mature age Participants (60 years and over)</b>	Undertaking 30 hours per fortnight of paid work (including self-employment), Voluntary Work, or a combination of both Activities.	Participants must remain on the Provider's caseload; however the Participant will be Suspended while they are considered to be fully meeting their Mutual Obligation Requirements. The Provider may refer the Participant to Online Full Services if the Provider assesses the Participant as suitable.

\* See [Commencements, Transfers, Suspensions and Exits Chapter](#) for more information on Provider Exits and Suspensions. \*\* Providers may request through the NCSL that Participants be referred to Online Full Services where the Provider has assessed the Participant is able to self-manage in Online Full Services and would benefit from Online Full Services and the Participant agrees to the referral.

See the [Commencements, Transfers, Suspensions and Exits Chapter](#) for more information on referrals to Online Full Services.

## Chapter 12. Targeted Compliance Framework and Mutual Obligation Failures

### Supporting Documents for this Chapter:

- [‘Compliance Action No Longer Appropriate’ reason options](#)
- [Provider action - Creation and confirmation of Demerits; potential suspension of Income Support Payment; lifting of Income Support Payment suspensions](#)
- [Light Touch Declaration Script](#)
- [Manual Demerit removal options](#)
- [‘Re-engagement Not Required’ reason options](#)
- [‘Rescheduled’, ‘No-Longer Required’ and ‘Requirement no longer needs to be met’ reason options](#)
- [Targeted Compliance Framework \(TCF\) workflow](#)
- [‘Unable to Re-engage Within 2 Business Days’ reason options](#)
- [Unemployment Failure reason options](#)
- [Valid Reason assessment options](#)
- [Work Refusal Failure reason options](#)

### 12.1. Chapter Overview

This Chapter:

- provides information about the Targeted Compliance Framework (TCF) and outlines how it applies to Participants in Workforce Australia Services.
- describes what happens when Participants commit apparent Mutual Obligation Failures, Work Refusal Failures and Unemployment Failures and how Providers are to respond. This includes guidance on assessing reasons for failures and ensuring the accurate and timely reporting of outcomes against Participant’s Mutual Obligation Requirements.
- provides information about Capability Interviews and Capability Assessments and related processes. These capability reviews are key components of the TCF that provide safeguards for Participants to determine whether their Job Plan and Mutual Obligation Requirements are suitable.
- explains the Provider’s obligations under the Deed.

### 12.2. Targeted Compliance Framework

The TCF is designed to target financial penalties towards those Participants who persistently commit Mutual Obligation Failures without a Valid Reason or Reasonable Excuse, while providing protections for those who are trying to comply with their requirements.

It is also designed to encourage Participants to engage with their Provider, take personal responsibility for managing and meeting their Mutual Obligation Requirements, actively look for work and improve their employment prospects.

Participants commit Mutual Obligation Failures when they fail to comply with their requirements. If a Participant persistently commits Mutual Obligation Failures, they progress through [the 3 zones of the TCF](#) and may face financial penalties.

Under the TCF, a Participant’s Income Support Payment may be:

- suspended, reduced and/or cancelled if they commit a Mutual Obligation Failure

- suspended and/or cancelled if they commit a Work Refusal Failure (that is, they refuse or fail to accept an offer of suitable employment, subject to certain exceptions)
- cancelled if they commit an Unemployment Failure (that is, they become unemployed as a result of a voluntary act (other than a reasonable act) or misconduct)
- cancelled if they do not meet a Reconnection Requirement within 28 calendar days of it being notified to the Participant.

### 12.2.1. Provider Obligations

The Provider's main obligations relating to the TCF are set out in Chapter B4 – Participant Requirements and Compliance of the Deed. In summary, the TCF obligations of the Provider include:

- assessing a Participant's capability to record/report their own participation (and reviewing their capability as required). For more information on how to assess a Participant's capability to self-report their participation and how to record this in the Department's IT Systems, refer to [Determining if a Participant can accurately record and report their participation online](#)
- making sure the Participant's Mutual Obligations Requirements and Points Requirement are suitable and tailored to their personal circumstances (see the [Job Plan and Mutual Obligation Requirements Chapter](#) for more information)
- actively monitoring and recording each Participant's compliance with their Mutual Obligation Requirements
- timely and accurate recording in the Department's IT Systems when a Participant has committed a [Mutual Obligation Failure](#), [Work Refusal Failure](#) or [Unemployment Failure](#).

### Training

Provider staff must successfully complete all mandatory TCF training identified on [the Targeted Compliance Framework page, on the Learning Centre](#), at least every 12 months.

(Deed Reference(s); Clauses 56.3, 97.1)

### 12.2.2. The 3 zones

The TCF comprises 3 zones for Participants:

- Green Zone
- Warning Zone
- Penalty Zone.

For a diagram illustrating the 3 zones in the TCF, see [Attachment 12A - Overview of the Targeted Compliance Framework](#).

The key things that determine if a Participant moves from one zone to another are:

- they accrue a Demerit when a Mutual Obligation Failure is applied
- how many Demerits they accrue in a particular period
- the type of Mutual Obligation Failure that led to the accrual of the Demerits
- the outcomes of any [Capability Interviews](#) or [Capability Assessments](#).

## The Green Zone

All new Participants begin in the Green Zone when they commence in employment services. They remain in this zone as long as they do not commit any Mutual Obligation Failures without a Valid Reason.

## The Warning Zone

When a Participant in the Green Zone accrues a Demerit, they move into the Warning Zone.

Moving into the Warning Zone helps to reinforce the importance of meeting Mutual Obligation Requirements and discourages Participants from committing any further Mutual Obligation Failures.

Each Demerit lasts for 6 active months, after which it automatically expires in the Department's IT Systems.

The term '6 active months' generally means 182 days, but the period is prolonged for any time the Participant is in a penalty period or has an Exemption (up to a maximum of 12 months).

Participants are required to participate in capability reviews once they have accrued 3 and 5 Demerits in a 6 active month period:

- at 3 Demerits, they will attend a Capability Interview with their Provider. The outcome of a Capability Interview determines whether the Participant will remain in the Warning Zone or go back to the Green Zone with their Demerits reset to zero.
- at 5 Demerits, they will participate in a Capability Assessment with Services Australia. The outcomes of the Capability Assessment determines whether the Participant will progress to the Penalty Zone or go back to the Green Zone with their demerits reset to zero.

At any time, a Participant may also be fast-tracked to the relevant capability review if they commit a ['fast-track' Mutual Obligation Failure](#).

While in the Warning Zone a Participant may have a Payment Suspension applied until a Reconnection requirement is met (see [Reconnection Requirements](#) below).

## The Penalty Zone

Before a Participant enters the Penalty Zone, the Participant must have:

- attended a Capability Interview and the outcome of that Capability Interview is that the Participant's Mutual Obligation Requirements are suitable for them
- incurred 5 Demerits in 6 active months, and
- attended a Capability Assessment and the outcome of that Capability Assessment is that the Participant's Mutual Obligation Requirements are suitable for them.

A Participant in the Penalty Zone will incur the following financial penalties if they continue to commit Mutual Obligation Failures without a Reasonable Excuse:

- first Mutual Obligation Failure in the Penalty Zone—loss of 1 week's Income Support Payment
- second Mutual Obligation Failure in the Penalty Zone—loss of 2 weeks' Income Support Payment
- third Mutual Obligation Failure in the Penalty Zone—Income Support Payment is cancelled, the Participant must serve a 4 week preclusion period and must reapply for payment before



they may be paid again. The preclusion period referred to here is called a 'post-cancellation non-payment period' in the Social Security Law.

A Participant in the Penalty Zone will return to the Green Zone if they do not commit any further Mutual Obligation Failures for 3 active months. The potential to return to the Green Zone, through demonstrating compliance, provides a further incentive for Participants to change their behaviour and meet their Mutual Obligation Requirements.

If a Participant has had their Income Support Payment cancelled while in the Penalty Zone, and they return to payment:

- within 3 active months of cancellation, they will return to the beginning of the Penalty Zone. Their next Mutual Obligation Failure without a Reasonable Excuse (committed within 3 active months after cancellation) would result in another loss of 1 week's payment.
- after 3 or more active months of cancellation, they will return to the Green Zone.

Although Participants can incur financial penalties while they are in the Penalty Zone (, they do not accrue further Demerits.

### 12.2.3. Recording participation by close of business

Providers must schedule Engagements in each Participant's Electronic Calendar. Providers must schedule all Mutual Obligation Requirements, except the Participants requirement to:

- report adequate Points Requirements
- enter into a Job Plan, or
- action a job referral task or job opportunity.

Providers must confirm and/or record participation against each Mutual Obligation Requirement scheduled in a Participant's Electronic Calendar. Providers must do this no later than close of business on the day that the Mutual Obligation Requirement is scheduled to occur in the Participant's Electronic Calendar. Failure to do so could result in incorrect suspension of a Participant's Income Support Payment.

Except in the case of reporting attendance at a Provider Appointment, if participation is not recorded (either by the Provider or by the self-reporting Participant), by close of business on the day the Mutual Obligation Requirement is scheduled to occur in the Participant's Electronic Calendar, the Department's IT Systems will automatically suspend the Participant's (in the Green Zone and the Warning Zone) Income Support Payment after 2 Business Days.

If, within that 2 Business Day period, the Participant makes contact with their Provider to report their participation or to give a Valid Reason for the Mutual Obligation Failure, or the Participant meets a Reconnection Requirement (where the Participant does not have a Valid Reason), and this is recorded in the Department's IT Systems, the Participant's Income Support Payment will not be affected.

For Participants in the Penalty Zone, not recording (either by the Provider or by the self-reporting Participant) participation by close of business on the day that the Mutual Obligation Requirement is scheduled to occur results in immediate payment suspension.

Although a Participant does not necessarily accrue a Demerit for failing to record their participation against a Mutual Obligation Requirement, they may accrue a Demerit if they did not attend or

participate in the Mutual Obligation Requirement, including if they failed to give prior notice to their Provider of their inability to meet the requirement when it was reasonable to expect them to do so. See the [Provider action - Creation and confirmation of Demerits; potential suspension of Income Support Payment; lifting of Income Support Payment suspensions supporting document](#) for information on the circumstances in which a Participant will accrue a Demerit.

(Deed Reference(s): Clauses 104.3, 104.4, 104.5, 105.1, 140, 143 and 144, and Section B2.6)

#### **12.2.4. Committing Mutual Obligation Failures**

Where a Participant commits a Mutual Obligation Failure (MOF) without a Valid Reason, their Income Support Payment is suspended, and they accrue a Demerit or a financial penalty (depending on the zone the Participant is in).

The term 'Mutual Obligation Failure' has the same meaning as 'mutual obligation failure' in section 42AC of Social Security (Administration) Act 1999).

A Participant will commit a Mutual Obligation Failure if they:

- fail to enter into a Job Plan
- fail to attend, or be punctual for, an appointment that they are required to attend under their Job Plan or as otherwise notified
- fail to attend, be punctual for, or participate in an Activity that they are required to undertake under their Job Plan
- fail to comply with their Points Requirement (being the requirement that the Participant must meet their Points Target in each Reporting Period) specified in their Job Plan
- fail to comply with any other requirement in their Job Plan or any notified requirement
- act in an inappropriate manner:
  - during an appointment that they are required to attend under their Job Plan, or which notified to them, or
  - while participating in an Activity that they are required to undertake under their Job Plan
- intentionally act in a manner that could reasonably foreseeably result in an offer of paid work not being made to them
- fail to:
  - attend and participate appropriately at a job interview, or
  - act on a job referral or job opportunity when requested to do so by their Provider.

(Deed Reference(s): Clauses 138, 139, 140, 145 and 146)

#### **Fast-track Mutual Obligation Failures**

Particular types of Mutual Obligation Failures are referred to as 'fast-track' Mutual Obligation Failures because they can result in a Participant having a Capability Interview or Capability Assessment more quickly than would otherwise be the case.

Fast-track Mutual Obligation Failures apply to all Participants who have an obligation to look for work.

A fast-track Mutual Obligation Failure occurs when a Participant:

- intentionally acts in a manner which could result in an offer of Employment not being made to the Participant (e.g. where the Participant does not behave appropriately at a job interview)
- fails to attend or participate appropriately at a scheduled job interview, or
- fails to act on a job referral or job opportunity when requested to do so by their Provider.

If a Participant has:

- fewer than 3 Demerits when they incur a Demerit for a fast-track Mutual Obligation Failure, the Department's IT Systems will automatically increase the number of Demerits to 3, or
- either 3 or 4 Demerits when they commit a fast-track Mutual Obligation Failure, the Department's IT Systems will automatically increase the number of Demerits to 5.

## Prior notice and Acceptable Reasons

If a Participant notifies the Provider, before the scheduled start time for a Mutual Obligation Requirement, that the Participant is unable to comply with their Mutual Obligation Requirement, the Provider must then assess whether the Participant's reason for being unable to comply with the Mutual Obligation Requirement is an Acceptable Reason.

The Provider must determine a Participant has an Acceptable Reason if:

- the Participant notified the Provider, before the scheduled start time for a Mutual Obligation Requirement, that the Participant is unable to meet the Mutual Obligation Requirement; and
- the Provider is satisfied that the Participant has a Valid Reason for being unable to meet the Mutual Obligation Requirement.

In determining a Valid Reason the Provider must be satisfied that the reason given by the Participant:

- would directly prevent the Participant from meeting the Mutual Obligation Requirement at the time the Mutual Obligation Requirement is scheduled to occur
- would be considered to be reasonable by a member of the general public, and
- aligns with the Participant's personal circumstances as known by the Provider

See the [Valid Reason assessment options supporting document](#), for guidance on what reasons can be accepted or not accepted as a Valid Reason.

The exception to the above is discussed below in [Drug and Alcohol Dependency or Misuse](#).

If the Provider is satisfied that the Participant has an Acceptable Reason, they must reschedule or remove the scheduled Mutual Obligation Requirement from the Electronic Calendar.

**Rescheduling** means that the Provider moves the relevant Engagement to another day and/or time in the Electronic Calendar. Providers must formally notify the Participant of the details of their new date and/or time of the Engagement and the consequences of not meeting the relevant Mutual Obligation Requirement.

**Removing** means that the Provider records in the Department's IT Systems that the relevant Engagement is 'No Longer Required'. The Provider must notify the relevant Participant as soon as the provider has done this to ensure there is no confusion.



Where a Provider has a Deed obligation to reschedule or remove a Mutual Obligation Requirement, the Provider must select 'No Longer Required' or 'Rescheduled' (as appropriate) in

relation to the Mutual Obligation Requirement in the Participant's Electronic Calendar. This will either remove the Mutual Obligation Requirement from the Participant's Electronic Calendar or allow the Mutual Obligation Requirement to be rescheduled in the Participant's Electronic Calendar.

If the Mutual Obligation Requirement in question is a requirement to attend a job interview or act on a job opportunity the Provider must select 'No Longer Required' and also select from the drop-down menu the description of the relevant Acceptable Reason which is most similar to the Participant's Acceptable Reason as they described it to the Provider.

If the Participant provides an Acceptable Reason for not being able to meet their monthly Points Requirement, the provider should select 'No Longer Required' and also select from the drop-down menu the description of the relevant Acceptable Reason which is most similar to the Participant's Acceptable Reason as they described it to the Provider.

A full list of these drop-down menu options can be found in the ['Rescheduled', 'No-Longer Required' and 'Requirement no longer needs to be met' reason options supporting document](#).

If the Provider is not satisfied that the Participant has an Acceptable Reason for being unable to satisfy the future Mutual Obligation Requirement, the Provider must tell the Participant why. The Provider must then remind the Participant that they are still expected to meet this Mutual Obligation Requirement and must remind them about the potential consequences of non-compliance. The Provider must provide support and information to assist the Participant to meet their Mutual Obligation Requirement. If the Participant then does not meet their Mutual Obligation Requirement, the Provider must comply with the obligations set out in the [Assessing Valid Reasons](#) section.

(Deed Reference(s): Clause 144 and Section B4.3)

## Misconduct—Acting in an inappropriate manner

Particular types of Mutual Obligation Failures are referred to as 'misconduct' in the Department's IT Systems. The circumstances in which the Provider must select 'misconduct' are described in the [When the Participant does not have a Valid Reason](#) section.

Misconduct refers to:

- inappropriate behaviour by the Participant:
  - during an Appointment they were notified about and required to attend as part of their Mutual Obligation Requirements, or
  - while participating in an Activity they were notified about and required to undertake as part of their Mutual Obligation Requirements, or
- behaviour by a Participant, during a job interview, that could, or did, result in an offer of Employment not being made.

A Provider must determine that a Participant's behaviour involved 'misconduct' in the circumstances described above when the Participant's behaviour during the relevant appointment, Activity or job interview:

- was within the Participant's control
- prevented the purpose of the relevant appointment, Activity or job interview from being met, and
- would be judged by a reasonable person as being inappropriate in the circumstances.

This behaviour may include:

- dressing in a way that is clearly inappropriate for the relevant appointment, Activity or job interview
- using offensive language during the relevant appointment, Activity or job interview
- showing an obvious lack of interest in the relevant appointment, Activity or job interview to the extent that it prevents participation
- exaggerating the severity of an existing injury or illness to avoid fully participating in the relevant appointment, Activity or job interview
- leaving the relevant appointment, Activity or job interview before its completion.

Behaviour that appears to be inappropriate but is out of the Participant's control must not be determined by a Provider to be misconduct. For example, a Participant may act in an inappropriate manner because they:

- do not have appropriate clothes to wear to the relevant appointment, Activity or job interview
- are affected by a significant personal crisis
- are affected by a medical condition.

## Transition Safeguard – transitioning to Workforce Australia and the Points Based Activation System

As part of the transition to Workforce Australia services, Participants will not receive a Mutual Obligation Failure for not meeting their monthly Points Requirement for their first reporting period under Workforce Australia.

If by the end of the Participant's first reporting period they have not met their Points Requirement they will be notified about what they need to do to meet their future Points Requirements.

### 12.2.5. Participant contact

#### Contact attempt required on same Business Day

Except in the circumstances specified below under [Contact attempt not required](#), the Provider must attempt to contact the Participant on the same Business Day they become aware that the Participant has apparently committed a Mutual Obligation Failure. If there is contact between the Provider and the Participant on that day, the Provider must discuss with the Participant the circumstances of the apparent Mutual Obligation Failure so they can determine whether a Mutual Obligation Failure has actually been committed, and

- if the Provider considers that a Mutual Obligation Failure has not been committed, a Mutual Obligation Failure must not be reported in the Department's IT Systems. To ensure the failure is not reported, Providers must by follow the appropriate workflow in the Department's IT Systems, or
- if the Provider considers that a Mutual Obligation Failure has been committed:
  - discuss with the Participant their reasons for the Mutual Obligation Failure, assess whether the Participant has a Valid Reason and comply with the obligations set out in the [Assessing Valid Reasons](#), and

- set an appropriate Reconnection Requirement for the Participant in accordance with the [Reconnection Requirements](#) section.

See [Assessing Valid Reasons](#) and the [Valid Reason assessment options supporting document](#) for more information on Valid Reasons.

See [Reconnection Requirements](#), for more information on Reconnection Requirements.

(Deed Reference(s): Clauses 138, 139, 140, 145.1 and 146)

## Contact attempt not required

The Provider is not required to attempt to contact the Participant if the Mutual Obligation Failure has occurred because the Participant:

- failed to meet their Points Target by the end of their Points Reporting Period, or
- failed to enter into a Job Plan after being notified to do so.

In these instances, the Provider should wait for the Participant to make contact.

In most instances for these failures, the Department's IT Systems apply a confirmed Demerit and set the Reconnection Requirement for the Participant. Where a Capability Interview is required, the Provider must wait for the Participant to make contact and schedule the Capability Interview as the Reconnection Requirement. For more information see [Capability Interviews](#).

(Deed Reference(s): Clause 145)

## Contact attempt not successful

When the Provider attempts to contact the Participant in accordance with the above obligation and the attempt is not successful, the Provider must record they are not in contact with the Participant and select 'Did Not Attend—Invalid' in relation to the relevant Mutual Obligation Requirement in the Participant's Electronic Calendar. Doing so will:

- create a pending Demerit on the Participant's record if the Participant is in the Green Zone or the Warning Zone, or
- create a pending Non-Compliance Report on the Participant's record if the Participant is in the Penalty Zone.

If the Participant is in the Green Zone or the Warning Zone, the Participant's Income Support Payment will be automatically suspended, in 2 Business Days, if the Participant does not make contact or does not meet a Reconnection Requirement (where the Participant does not have a Valid Reason).

If the Participant is in the Penalty Zone, Income Support Payment suspension will occur when the Provider has recorded 'Did Not Attend—Invalid' in the Department's IT Systems.

- If the Participant later contacts the Provider to discuss the Mutual Obligation Failure, the Provider must discuss with the Participant their reasons for the Mutual Obligation Failure, assess whether the Participant has a Valid Reason, comply with the obligations set out in [Assessing Valid Reasons](#), and:
  - if the Provider assesses that the Participant has a Valid Reason, record in the Department's IT Systems that the Participant has a Valid Reason and comply with the obligations set out in [When the Participant has a Valid Reason](#), or

- if the Provider assesses that the Participant does not have a Valid Reason, set an appropriate Reconnection Requirement for the Participant in accordance with [Reconnection Requirements](#).

See the [Provider action - Creation and confirmation of Demerits; potential suspension of Income Support Payment; lifting of Income Support Payment suspensions supporting document](#).

## When a Participant commits a Mutual Obligation Failure

The consequences for a Participant who commits a Mutual Obligation Failure are that:

- their Income Support Payment is suspended:
  - if the Participant is in the Green Zone or the Warning Zone, payment suspension will occur if, within 2 Business Days of the date of the Mutual Obligation Failure, they do not provide a Valid Reason or meet a Reconnection Requirement, or
  - if the Participant is in the Penalty Zone, payment suspension will occur at the time the Provider records that a Mutual Obligation Failure has occurred.
- they accrue a Demerit if they do not have a Valid Reason and are in the Green Zone or the Warning Zone.

## Two Business Day delay of payment suspension: Green and Warning Zones

The purpose of delaying the suspension of an Income Support Payment is to allow Participants 2 Business Days to contact their Provider, to discuss and—when possible—resolve the Mutual Obligation Failure, before a Participant’s payment is impacted. This delay reduces the number of payment suspensions Participants may experience in the course of their servicing.

While they are in the Green Zone and the Warning Zone, a Participant’s Income Support Payment is generally suspended 2 Business Days following the day a Mutual Obligation Failure is recorded in the Department’s IT Systems.

Suspension of a Participant’s Income Support Payment will not occur if, within those 2 Business Days, the Participant contacts the Provider and:

- the Provider records that the Participant has a Valid Reason, or
- the Participant meets a Reconnection Requirement.

See [Assessing Valid Reasons](#) and [Reconnection Requirements](#).

During the 2 Business Days that occur between:

- the recording of a Mutual Obligation Failure in the Department’s IT Systems, and
- the suspension of a Participant’s Income Support Payment

the Provider must be available to engage with Participants who make contact to discuss a Mutual Obligation Failure and the relevant delayed payment suspension.

During this discussion, the Provider must determine whether the Participant has a Valid Reason for the Mutual Obligation Failure and must immediately record this assessment in the Department’s IT Systems. As a result of this assessment:

- If the Provider records the Participant has a Valid Reason, the payment suspension will be avoided.

- If the Provider records the Participant does not have a Valid Reason, the Participant must meet a Reconnection Requirement.
  - However, if the Participant meets the Reconnection Requirement before the 2 Business Day timeframe has expired, the payment suspension will be avoided.
  - If the Participant does not meet the Reconnection Requirement before the 2 Business Day timeframe has expired, the payment suspension will occur 2 Business Days following the day the Mutual Obligation Failure was recorded in the Department's IT Systems. This suspension will generally be maintained until the Participant meets the Reconnection Requirement.

If the Provider has discussed the Mutual Obligation Failure with the Participant and is satisfied a Reconnection Requirement is not necessary, the Provider must record either 'Re-engagement Not Required' or 'Compliance Action No Longer Appropriate'.

### Immediate payment suspension: Penalty Zone

In the Penalty Zone, a Participant's Income Support Payment is suspended at the time a Mutual Obligation Failure is recorded in the Department's IT Systems. This immediate suspension is intended to encourage the Participant to promptly contact their Provider and discuss the Mutual Obligation Failure.

### Notifications to Participants of Mutual Obligation Failures

When the Provider records in the Department's IT Systems that a Participant has committed a Mutual Obligation Failure while they are in the Green Zone or Warning Zone, the Department's IT Systems sends the Participant a notification on the Provider's behalf to advise them:

- it appears they have failed to meet a Mutual Obligation Requirement
- to contact their Provider as soon as possible, and
- their Income Support Payment may be suspended after 2 Business Days have passed if they take no further action.

When the Provider records in the Department's IT Systems that a Participant has committed a Mutual Obligation Failure while they are in the Penalty Zone, the Department's IT Systems sends the Participant on the Provider's behalf a notification to advise them:

- their Income Support Payment is suspended
- why their Income Support Payment is suspended
- what they must do for the Income Support Payment suspension to be lifted, and
- to contact their Provider as soon as possible.

The automatic notifications described above only occur if the Participant has SMS or email details recorded in the Department's IT Systems for automatic notification.

If the Participant does not have SMS or email details recorded in the Department's IT Systems for automated notification, the Provider must send the notice prepared by the Department's IT Systems to the Participant's postal address on the same day the Provider records in the Department's IT Systems that the Participant has committed a Mutual Obligation Failure.

(Deed Reference(s): Clause 115, sections B4.2 and B4.3)



## After 2 Business Days have passed since the Provider recorded the Mutual Obligation Failure in the Department's IT Systems: in the Green and Warning Zones

If the Participant is in the Green Zone or the Warning Zone, the Department's IT Systems will automatically suspend the Participant's Income Support Payment once 2 Business Days have passed and:

- the Provider has not recorded in the Department's IT Systems that the Participant has contacted the Provider, or
- the Provider has recorded that the Participant does not have a Valid Reason and has not recorded that the Participant has met a Reconnection Requirement.

When the Participant's Income Support Payment is suspended, the Department's IT Systems sends them a notification (on the Provider's behalf):

- that their Income Support Payment is suspended
- why their Income Support Payment is suspended
- what they must do for the Income Support Payment suspension to be lifted, and
- to contact their Provider as soon as possible.

If the Participant does not have SMS or email details recorded in the Department's IT Systems for automated notification, the Provider must send the notice prepared by the Department's IT Systems to the Participant's postal address on the same day on which that 2 Business Day timeframe ends.

A Participant's Income Support Payment will normally remain suspended until they meet a Reconnection Requirement or until the Provider records a Valid Reason in the Department's IT Systems, and an Income Support Payment will be cancelled by Services Australia if the Participant fails to meet a Reconnection Requirement within 28 calendar days of it being notified to the Participant.

(Deed Reference(s): Clause 115, sections B4.2 and B4.3)

### 12.2.6. Assessing Valid Reasons

As referred to in [Contact attempt required on same Business Day](#) and [Contact attempt not successful](#), Providers must assess whether a Participant has a Valid Reason for a Mutual Obligation Failure. If the Provider records in the Department's IT Systems that the Participant:

- has a Valid Reason for a Mutual Obligation Failure, any Demerit on their record relating to that Mutual Obligation Failure will be removed, or
- does not have a Valid Reason, the Demerit will be confirmed.

See the [Provider action - Creation and confirmation of Demerits; potential suspension of Income Support Payment; lifting of Income Support Payment suspensions supporting document](#) for information on the circumstances in which a Demerit (pending confirmation) will be confirmed or removed from the Participant's record.

A Provider must determine the Participant has a Valid Reason for a Mutual Obligation Failure when the Provider is satisfied that the reason the Participant provided:

- directly prevented the Participant from meeting the Mutual Obligation Requirement at the relevant time that the Mutual Obligation Failure occurred
- would be considered to be reasonable by a member of the general public, and
- aligns with their personal circumstances as known by the Provider.

The exception to the above is discussed below under [Drug and alcohol dependency or misuse](#).

(Deed Reference(s): Clauses 138, 144 and 145)

## Drug and alcohol dependency or misuse

There are limits on the circumstances in which a Provider can determine that a Participant's drug or alcohol misuse or dependency is an Acceptable Reason or a Valid Reason for a Mutual Obligation Failure.

Acceptable and Valid Reason determinations are discussed in [Prior Notice and Acceptable reasons](#) and [Assessing Valid Reasons](#).

Subject to those Sections, the first time a Participant cites drug or alcohol misuse or dependency as the reason they are not able to meet an upcoming Mutual Obligation Requirement or have committed a Mutual Obligation Failure, the Provider may determine this is an Acceptable Reason or a Valid Reason, respectively.

If the Provider determines that a Participant's drug or alcohol misuse or dependency is an Acceptable Reason or a Valid Reason, the Provider must identify and source an available and appropriate treatment program and must encourage the Participant to participate in that program. Participation in treatment services to address drug or alcohol misuse or dependency may reduce other Mutual Obligation Requirements. See [Mutual Obligation Requirements](#) for more information on setting Mutual Obligation Requirements.

If a Participant cites drug or alcohol misuse or dependency as the reason they are not able to meet an upcoming Mutual Obligation Requirement or have committed a Mutual Obligation Failure, the Provider must not determine this is an Acceptable Reason or a Valid Reason (as relevant) if:

- the Provider previously determined that the Participant's drug or alcohol misuse or dependency was an Acceptable Reason or a Valid Reason, so the relevant upcoming Mutual Obligation Failure was rescheduled or the relevant Mutual Obligation Failure did not result in a Demerit
- the Provider referred the Participant to available and appropriate treatment to address the drug or alcohol misuse or dependency
- the Participant refused or deliberately failed to participate in the treatment, and

unless one of the following exceptions applies:

- the treatment that the Participant was referred to was not available or appropriate for the Participant
- the Participant was genuinely unable to participate in the treatment
- the Participant agreed to participate in the treatment but, despite taking all reasonable steps to commence the treatment, the treatment did not commence, or
- before the Participant was referred to the treatment, the Participant had:
  - completed the same type of treatment as the treatment they were referred to, or

- completed treatment that was substantially similar to the treatment they were referred to and, in the opinion of an appropriately qualified medical professional, the Participant would not benefit from further treatment of the same kind as the type of treatment already completed by the person.

(Deed Reference(s): Clause 137, 145)

## When the Participant has a Valid Reason



On the day the Provider determines a Participant has a Valid Reason for a Mutual Obligation Failure, the Provider must record this assessment in the Department's IT Systems.

The way the Provider must record this assessment differs, depending on the type of Mutual Obligation Failure that the Participant has committed. The steps the Provider must take, depending on the type of Mutual Obligation Failure with a Valid Reason, are described below.

By recording a reason that is Valid, the Provider is:

- removing any re-engagement requirement associated with the Mutual Obligation Failure
- finalising the Mutual Obligation Failure to prevent the Participant's Income Support Payment being affected
- lifting the Participant's payment suspension if the Participant's Income Support Payment is suspended, and
- removing the relevant Demerit from the Participant's record.



When the Provider records that the Participant has a Valid Reason, the Provider must also select from the drop-down menu the description of the relevant Valid Reason.

A list of Valid Reason drop-down menu options can be found in the [Valid Reason' assessment options supporting document](#). An item not being included in drop-down menus does not necessarily mean that it is not a Valid Reason and the Provider should choose the option that is most similar to the reason given by the Participant.

Providers should also note, that in the Department's IT Systems:

- 'reasons accepted' refers to the reasons that the Provider determines are Valid Reasons, and
- 'reasons not accepted' refers to the reasons that the Provider determines are not Valid Reasons.

Failures against requirements that are in the Participant's Electronic Calendar (including failure to attend a Mandatory Activity)




On the day the Provider determines a Participant has a Valid Reason for a Mutual Obligation Failure:

- If the Provider has not already recorded an attendance result in relation to the relevant Mutual Obligation Requirement—the Provider must select 'Did Not Attend—Valid'.
- If the Provider has already recorded 'Did Not Attend—Invalid' or 'Misconduct' in relation to the relevant Mutual Obligation Requirement—the Provider must select 'Yes' in response to the question of whether they accept the Participant's given reason.

(Deed Reference(s): Clause 139, 142, 145)

## Failures to meet monthly Points Requirement


Failures to meet Points Requirement are automatically created and confirmed by the Department's IT Systems.

-  On the day the Provider determines a Participant has a Valid Reason for a Mutual Obligation Failure due to the Participant's failure to meet their Points Requirement, the Provider must select 'Yes' on the Outstanding Non-Compliance screen in the Department's IT Systems to indicate the Participant's reason for not meeting their Points Requirement has been accepted. The system will prompt Providers to record the reason the Participant provided.

(Deed Reference(s): Clauses 110, 138, 145)

## Failures to enter into a Job Plan


Refer to [Creating a Job Plan](#) for more information about Participant requirements to enter into a Job Plan.

-  On the day the Provider determines a Participant has a Valid Reason for a Mutual Obligation Failure due to the Participant failing to enter into a Job Plan:
  - the Provider must select 'Yes' on the Outstanding Non-Compliance screen in the Department's IT Systems to indicate the Participant's reason for failing to enter into a Job Plan has been accepted. The system will prompt the Provider to record the reason the Participant provided.
  - Once the Provider has recorded that the Participant has a Valid Reason, the Provider must then create a Provider Appointment for the Participant to attend within 2 Business Days after the day the Provider has recorded their assessment. If the Participant attends the Provider Appointment, the Provider must discuss the Job Plan with the Participant. If the Participant does not attend the Provider Appointment to discuss the Job Plan, this is a Mutual Obligation Failure, and the Provider must comply with their usual obligations regarding Mutual Obligation Failures.

(Deed Reference(s): Clauses 107, 108, 145)


## Failures to act on a job referral task or job opportunity

Refer to [Creating a Job Plan](#) for more information about Participant requirements to act on a job referral task or job opportunity.

-  On the day the Provider determines that a Participant has a Valid Reason for a Mutual Obligation Failure due to a failure to act on a job referral task or job opportunity when requested to do so by the Provider, the Provider must select 'Unsatisfactory—Valid' on the Outstanding Non-Compliance screen in the Department's IT Systems to indicate the Participant's reason for failing to act on a job opportunity has been accepted.

(Deed Reference(s): section B4.3)

## When the Participant does not have a Valid Reason

-  On the day the Provider determines a Participant does not have a Valid Reason for a Mutual Obligation Failure, the Provider must record this assessment in the Department's IT Systems.

The way the Provider must record this assessment differs depending on the type of Mutual Obligation Failure the Participant has committed. The steps the Provider must take, depending on the type of Mutual Obligation Failure, are described below.

When they do this, the Provider must also select from the drop-down menu a description of the Participant's reason that was not a Valid Reason which is most similar to the reason the Participant described to the Provider. By recording the Participant's reason is not a Valid Reason, the Provider is confirming the relevant Demerit on the Participant's record.

A list of these drop-down menu options can be found at [Valid Reason assessment options supporting document](#). Providers should also note, that in the Department's IT Systems:

- 'reasons accepted' refers to reasons that the Provider determines are Valid Reasons
- 'reasons not accepted' refers to reasons that the Provider determines are not Valid Reasons.

On the day the Provider determines a Participant does not have a Valid Reason for failing to meet a Mutual Obligation Requirement, the Provider must also explain the following to the Participant:

If the Participant is in the Green Zone or Warning Zone, the Provider must inform them that:

- their Income Support Payment will be suspended in 2 Business Days as a result of the Mutual Obligation Failure, unless the Participant is able to meet a Reconnection Requirement before those 2 Business Days lapse, and
- if the Participant does not meet a Reconnection Requirement within 2 Business Days, their Income Support Payment will remain suspended until they do so.

**OR**

If the Participant is in the Penalty Zone, the Provider must inform them:

- their Income Support Payment has been suspended as a result of a Mutual Obligation Failure, and
- they must meet a Reconnection Requirement to have their Income Support Payment suspension lifted.

**AND**

Regardless of what zone the Participant is in, the Provider must inform them:

- why their given reason was not a Valid Reason and what the consequences of this are
- how this decision will be recorded on the 'Participant's Participation (Compliance) History' page in the Department's IT Systems and displayed on the 'Participant's Compliance Status Indicator' on the online Dashboard
- whether the Mutual Obligation Failure is considered to be a 'fast-track' Mutual Obligation Failure and, if so, what that means and what the next steps are
- the number of Demerits the Participant has accrued so far
- the importance of meeting all Mutual Obligation Requirements
- the consequences of persistent non-compliance, including financial penalties and Income Support Payment cancellation, and
- what and when the Participant's Reconnection Requirement will be.

By reinforcing the consequences of failing to meet Mutual Obligation Requirements, Participants are encouraged to meet their Mutual Obligation Requirements in the future and remain engaged with their Providers.

Failures against requirements that are in the Participant's Electronic Calendar (including failure to attend a Mandatory Activity)

Where a Participant commits a Mutual Obligation Failure by failing to meet a Mutual Obligation Requirement that is scheduled in the Participant's Electronic Calendar, the Provider must undertake the system steps referred to below by close of business on the day the Provider determines the Participant does not have Valid Reason for the Mutual Obligation Failure.



If the Provider:

- has not already recorded an attendance result in relation to the relevant Mutual Obligation Requirement—the Provider must select 'Did Not Attend—Invalid'.
- has already recorded 'Did Not Attend—Invalid' or 'Misconduct' in relation to the relevant Mutual Obligation Requirement—the Provider must select 'No' in response to the question of whether they accept the Participant's given reason. The system will prompt Providers to record the reason the participant provided.

(Deed Reference(s): Clause 139, 142, 145)

Failures to meet a Points Requirement

Failures to meet Points Requirements are automatically created and confirmed in the Department's IT Systems.



On the day that the Provider determines that a Participant does not have a Valid Reason for a Mutual Obligation Failure due to the Participant failing to meet their Points Requirement, the Provider must select 'No' on the Outstanding Non-Compliance screen in the Department's IT Systems to indicate that the Participant's reason for not meeting their Points Requirement has not been accepted. The system will prompt Providers to record the reason the Participant provided.

Participants who fail to meet their Points Requirement without a Valid Reason will be required to meet a Reconnection Requirement to make up the missed points by undertaking Job Search. See [Reconnection Requirement for failing to meet Points Requirement](#) for more information.

Failures to enter into a Job Plan

Refer to [Creating a Job Plan](#) for more information about Participant requirements to enter into a Job Plan.



On the day that the Provider determines that a Participant does not have a Valid Reason for a Mutual Obligation Failure due to the Participant failing to enter into a Job Plan, the Provider must select 'No' on the Outstanding Non-Compliance screen in the Department's IT Systems to indicate that the Participant's reason for failing to enter into a Job Plan has not been accepted. The system will prompt Providers to record the reason the Participant provided.

Failures to act on a job referral task or job opportunity

Refer to [Creating a Job Plan](#) for more information about Participant requirements to act on a job referral or job opportunity.



On the day that the Provider determines that a Participant does not have a Valid Reason for a Mutual Obligation Failure due to a failure to act on a job opportunity when requested to do so by

the Provider, the Provider must select 'Unsatisfactory—Invalid' on the Outstanding Non-Compliance screen in the Department's IT Systems to indicate that the Participant's reason for failing to act on a job opportunity has not been accepted. The system will prompt Providers to record the reason the Participant provided.

## Manually removing Demerits

If the Participant is in the Penalty Zone when the Provider assesses that a Demerit should be removed the Provider should contact their Provider Lead for advice before removing the Demerit.

Providers must remove Demerits in the following circumstances:

- the Demerit was recorded in respect of a Mutual Obligation Failure by a Participant who was subsequently found to have had a Valid Reason for committing the Mutual Obligation Failure, or
- the Demerit was recorded in error.



When removing the Demerit, the Provider must record the reason for the removal in the Department's IT Systems. A full list of these drop-down menu options can be found in the [Manual Demerit removal options supporting document](#).

(Deed Reference(s): Clause 145.4)

### 12.2.7. Participants cannot appeal Demerit decisions under Social Security Law

All Participants have the right to ask for a review of a decision made under Social Security Law and, in most cases, to appeal the decision to a tribunal or court. This includes decisions to suspend a Participant's Income Support Payment as a result of non-compliance and decisions made by Services Australia to reduce or cancel their Income Support Payment.

Demerit decisions are not decisions under Social Security Law and so Participants cannot appeal or ask for a formal review of any decision to confirm a Demerit using the same processes as those that apply for decisions under Social Security Law. However, Participants may dispute Demerit decisions.

### Disputing a Demerit decision by contacting the National Customer Service Line

If a Participant is dissatisfied with a Demerit decision, they must first discuss the decision with their Provider. If they still wish to dispute the decision after this discussion, they can contact the National Customer Service Line (NCSL).

By contacting the NCSL to dispute a Demerit decision, the Participant will in effect make a Workforce Australia Services-related complaint. If required and appropriate, the Provider must action complaints that are referred back to them by the NCSL. This may include reviewing the Demerit decision-making process, any Valid Reason assessments or information that has been recorded on the Department's IT Systems.

### 12.2.8. Reconnection Requirements

Note: 'Reconnection Requirements' are referred to as 're-engagement requirements' in the Department's IT Systems and in some reference materials.

A Reconnection Requirement is what a Participant must do during their 2 Business Day resolution time to prevent their Income Support Payment from being suspended or to restore their payment. Usually, the requirement will mirror the Mutual Obligation Requirement that the Participant failed to meet.

Reconnection Requirements are set:

- **By Providers, unless the Department's IT Systems do it automatically (see below):** When a Participant makes contact with their Provider, and discusses their reasons for a Mutual Obligation Failure, and the Provider has assessed whether the Participant has a Valid Reason and records the result of that assessment in the Department's IT Systems (as described in [Assessing Valid Reasons](#)), the Provider must set the Participant's Reconnection Requirement. This will generally be to attend an appointment or Activity.
- **Automatically:** The Department's IT Systems will automatically set the Reconnection Requirement when:
  - the Participant has failed to meet their Points Requirement (i.e. the Participant fails to do or report sufficient tasks or activities to meet their Points Target at the end of their Points Reporting Period, or
  - the Participant has failed to enter into a Job Plan, after the 2 Business Day resolution time has expired.

Where the Department's IT Systems automatically sets a Reconnection Requirement for a Participant as described above, the Provider does not need to do this.

A Participant must meet a Reconnection Requirement following a Mutual Obligation Failure when they do not have a Valid Reason.



If the Provider has discussed the Mutual Obligation Failure with the Participant and is satisfied that a Reconnection Requirement is not necessary, the Provider must record either 'Re-engagement Not Required' or 'Compliance Action No Longer Appropriate'.

If the Participant's Income Support Payment has been suspended, they must meet a Reconnection Requirement in order to have their Income Support Payment suspension lifted.

See the [Provider action - Creation and confirmation of Demerits; potential suspension of Income Support Payment; lifting of Income Support Payment suspensions supporting document](#) for information on the circumstances in which:

- a Participant's Income Support Payment is suspended
- the suspension of a Participant's Income Support Payment is lifted.

Note that a Reconnection Requirement is a Mutual Obligation Requirement. This means that, among other things the Provider must comply with the Deed:

- when recording Reconnection Requirements in a Participant's Electronic Calendar
- in relation to rescheduling or removing a Reconnection Requirement from a Participant's Electronic Calendar.

(Deed Reference(s): Clauses 140 and 145)

### 12.2.9. Setting a Reconnection Requirement

When setting a Reconnection Requirement, the Provider must follow the prompts in the Department's IT Systems and notify the Participant of the Reconnection Requirement. If the



Reconnection Requirement is not automatically set, the Department's IT Systems will specify the type of Reconnection Requirement which the Provider must set for the purposes of complying with their Deed obligation referred to above. Refer to [Notifications to Participants of Mutual Obligation Failures](#) for information on notifying Participants within the appropriate timeframe.

The Provider must schedule the Reconnection Requirement in the Participant's Electronic Calendar to occur within 2 Business Days following the day of the contact between the Participant and their Provider to discuss the relevant Mutual Obligation Failure. Exceptions to this 2 Business Day requirement are:

- the Department's IT Systems automatically set the date and time of the Reconnection Requirement as discussed below which have times and dates automatically set by the Department's IT Systems, or
- the Participant has a Valid Reason for not being able to meet the Reconnection Requirement within the 2 Business Day timeframe as discussed below in [Valid Reason to not meet Reconnection Requirement within 2 Business Days](#).

Reconnection Requirements must be scheduled to occur within 2 Business Days of Participant contact to try and ensure a Participant's Income Support Payment is not suspended for more than 2 Business Days following contact with their Provider.

(Deed Reference(s): Clauses 120, 140 and 145)

## Reconnection Requirement for failing to meet Points Requirement

To meet a Reconnection Requirement for failing to meet the Points Requirement, the Participant must complete Job Search to the value of the Points Requirement that was not previously met.

**Example:** Where a Participant has a points target of 80 points, but has only earned 65 points, the Participant must complete 3 Job Searches (5 points per Job Search = 15 points) (15 points + 65 points = previous points target of 80 points).



When the Provider or Participant reports the Participant's new Job Searches (i.e. job applications), the Department's IT Systems will automatically allocate these points first to offset the Participants Job Search re-engagement requirement.

Participants must complete the required number of Job Searches to either:

- avoid payment suspension within the 2-day Resolution Time; or
- have their payment suspension lifted if Resolution Time has passed.

See the [Job Plan and Mutual Obligation Requirements Chapter](#) for details on Job Search and reporting Job Search on behalf of a Participant.

## Light Touch Reconnection for a Points Based Failure

**Note:** Light Touch Reconnection for a Points Based Failure is a different process and is in addition to the [Transition Safeguard](#) arrangements, through which no PBAS Mutual Obligation Failures are raised.

All Participants are offered a "Light Touch" Reconnection when they have their first Points Based failure.

The system will identify when a Participant is eligible for Light Touch Reconnection and the Reconnection Requirement will be automatically set to 'Light Touch', unless the Reconnection Requirement is to attend a Capability Interview or Capability Assessment.

Participants will have a Reconnection Requirement to agree to a declaration to confirm their understanding of their Points Requirements. Participants will not need to make up the points they missed. A Participant's Income Support Payment will be suspended following the 2 Business Day resolution time, if the Participant does not agree to this declaration.

Any Participant who is unable to agree to this online declaration themselves, must contact their Provider to arrange for them to finalise the Reconnection Requirement process.

To support this process, Providers must:

- have a conversation, using the [Light Touch Declaration Script](#), with the Participant to ensure the Participant understands their Points Requirement, and the consequence of not meeting their Points Requirements in the future; and
- update the system on the Participant's behalf.

**Note:** Providers should also use this conversation to ensure the Participant's Points Requirement is appropriately tailored to their personal circumstances. For more information, see [Tailoring the Points Target to reflect a Participant's circumstances](#).

When a Participant agrees that they understand the script, Providers should update the system as described below. There is no further action for the Provider.



To finalise the Reconnection Requirement on behalf of the Participant, the Provider needs to select reason 'Compliance Action No Longer Required' and select the option 'Light Touch Re-engagement used – non-compliance discussed'.

If a Participant does not understand the script or does not agree, Providers should update the system as described in the 'system step' above and set a Provider Appointment to occur within the next 10 days (if one has not already been scheduled).

At this appointment, the Provider should work with the Participant to ensure they understand their Points Requirement and to help them to understand and plan what tasks they will undertake to meet their Points Requirement each month. This may also involve helping the Participant to upload these to their Dashboard and / or to enter Job Search efforts on the Participant's behalf.

Note: Participants in the Penalty Zone cannot access the 'Light Touch' re-engagement option.

## Multiple Mutual Obligation Failures before contact

When a Participant commits multiple Mutual Obligation Failures before there is a contact with their Provider to discuss those Mutual Obligation Failures:


- only one Reconnection Requirement can be set, and
- the Provider must advise the Participant they only have to meet one Reconnection Requirement.

## Points Based failures in the Penalty Zone


If a Participant fails to meet their Points Requirement, and the Participant is in the Penalty Zone, the Participant's Reconnection Requirement is to contact their Provider. The Department's IT Systems automatically set this Reconnection Requirement. If the Participant's Income Support Payment is suspended, the suspension is lifted when the Provider records that they are in contact with the Participant.

## Valid Reason to not meet Reconnection Requirement within 2 Business Days

When the Provider is in contact with a Participant to discuss an apparent Mutual Obligation Failure(s) (as referred to in [Participant Contact](#) above) and determines that the Participant has committed a Mutual Obligation Failure, the Provider must consider whether the Participant has a Valid Reason for being unable to meet their Reconnection Requirement within 2 Business Days following that contact.

 If the Provider considers that the Participant does have a Valid Reason, the Provider must select 'Unable to Re-engage Within 2 Business Days' on the Outstanding Non-Compliance screen in the Department's IT Systems. If the Participant's Income Support Payment is suspended, this will lift the Participant's Income Support Payment suspension and remove the need for a Reconnection Requirement.


For the purposes of the above, a Provider must determine that the Participant has a Valid Reason for being unable to meet their Reconnection Requirement within 2 Business Days in line with [Assessing Valid Reasons](#).

 If the Provider selects 'Unable to Re-engage Within 2 Business Days' as described above, the Provider must also select from the drop-down menu a description of the relevant Valid Reason that is most similar to the Participant's Valid Reason as they described it to the Provider.

A full list of these drop-down menu options can be found in the [Unable to Re-engage Within 2 Business Days' reason options supporting document](#).

## Provider not able to arrange or deliver the Reconnection Requirement within 2 Business Days

In some limited circumstances, a Provider may not be able to arrange or deliver the Reconnection Requirement within 2 Business Days following the contact between the Participant and the Provider to discuss the relevant Mutual Obligation Failure(s).

 If that is the case, and only if that is the case, the Provider must select 'Re-engagement Not Required' on the Outstanding Non-Compliance screen. When selecting 'Re-engagement Not Required' as described above, the Provider must also select from the drop-down menu the description of the relevant reason which is most similar to the actual reason.

A full list of these drop-down menu options can be found in the [Re-engagement Not Required' reason options supporting document](#).

If the Participant's Income Support Payment is suspended, this will lift the payment suspension and remove the need for a Reconnection Requirement.

## Compliance action no longer appropriate

Once a Participant's Reconnection Requirement has been set, unexpected circumstances may make it inappropriate to expect them to meet a Reconnection Requirement and/or to maintain their payment suspension.



If that is the case, the Provider must record 'Compliance action no longer appropriate' on the Outstanding Non-Compliance screen.

- When selecting 'Compliance action no longer appropriate' as described above, the Provider must also select from the drop-down menu the description of the relevant reason which is most similar to the actual reason.
- A list of these drop-down menu options can be found in the [Compliance Action No Longer Appropriate' reason options supporting document](#).

If the Participant's Income Support Payment is suspended, this will lift the payment suspension and remove the need for a Reconnection Requirement.

## Failure to meet a Reconnection Requirement



If the Provider becomes aware that a Participant has failed to meet a Reconnection Requirement, the Provider must attempt to contact the Participant on the same Business Day. If the Provider:

- attempts to contact the Participant on that day but is unsuccessful the Provider must record they are not in contact with the Participant and select 'Did Not Attend—Invalid' in relation to the Reconnection Requirement in the Participant's Electronic Calendar. In this case:
  - if the Participant's Income Support Payment is not yet suspended, it will be suspended when the 2 Business Days Resolution Time following the original failure expires, or
  - if the Participant's Income Support Payment is suspended, the payment will remain suspended until the Reconnection Requirement is met.
- is able to contact the Participant on that day, the Provider must discuss the Participant's reasons for not meeting the Reconnection Requirement and assess if the Participant had a Valid Reason.

For the purposes of the above, a Provider must determine that the Participant had a Valid Reason for being unable to meet their Reconnection Requirement when they are satisfied that the Participant's reason meets the requirements as set out in [Assessing Valid Reasons](#).



If the Participant had a Valid Reason, the Provider must select 'Did Not Attend—Valid' in relation to the Reconnection Requirement in the Participant's Electronic Calendar. If the Participant's Income Support Payment is suspended, this will lift the payment suspension as the Participant will be taken to have met the Reconnection Requirement (as they have a Valid Reason). However, the Provider must set a Mutual Obligation Requirement for the Participant:

- to occur within 2 Business Days after the day on which the Provider determines that the Participant has a Valid Reason for not meeting the Reconnection Requirement
- that is the same type as the Mutual Obligation Requirement the Participant failed to meet originally.



If the Participant did not have a Valid Reason, the Provider must select 'Did Not Attend—Invalid' in relation to the Reconnection Requirement in the Participant's Electronic Calendar. In this case:

- if the Participant's Income Support Payment is not yet suspended, it will be suspended if the Participant does not meet another Reconnection Requirement within 2 Business Days following the date of the original Reconnection Requirement, or
- if the Participant's Income Support Payment is suspended, the payment will remain suspended, and the Provider must reschedule the Reconnection Requirement.

### 12.2.10. Non-compliance Reports

If a Participant is in the Penalty Zone and the Provider records 'Did Not Attend—Invalid' or 'Misconduct' as discussed under [When the Participant does not have a Valid Reason](#), the Department's IT Systems creates a Non-compliance Report and submits it to Services Australia for investigation instead of recording a Demerit. The Participant's Income Support Payment is suspended as a result of the creation of a non-compliance report.

If a Participant is in the Penalty Zone and the Provider records 'Did Not Attend—Valid' as discussed under [When the Participant has a Valid Reason](#), any non-compliance report on their record relating to that Mutual Obligation Failure will be closed.

An open Non-Compliance report on a Participant's record will prevent the Participant from finalising their fortnightly reporting requirement and from receiving their Income Support Payment. Participants will be prompted to contact Services Australia to discuss the non-compliance report when they are completing their fortnightly report.

### 12.2.11. Record Keeping



Depending on the Mutual Obligation Failure that the Participant has committed, in addition to the evidence recorded in the Department's IT Systems, the Provider must retain Documentary Evidence which is not retained on the Department's IT Systems. This would include:

- where the Mutual Obligation Failure is a failure to attend a job interview or act on a job opportunity, a copy of any manually prepared and prior notification of the requirement to attend the job interview or act on the job opportunity,
- where the Mutual Obligation Failure is a failure to attend an appointment, a copy of the manually prepared and prior notification of the requirement to attend the appointment,
- where the Mutual Obligation Failure is a failure to meeting a monthly Points Requirement, including minimum Job Search Requirement, a hard copy of any relevant fully or partially completed Job Searches, and
- where the Mutual Obligation Failure is acting in an inappropriate manner during an appointment or while participating in an Activity, details of the job/Employer and/or details of the relevant incident, including dates, the parties involved and what occurred.

## 12.3. Capability Interviews

### 12.3.1. The purpose of a Capability Interview

The purpose of the Capability Interview is to determine whether a Participant's Job Plan and Mutual Obligation Requirements are suitable for the Participant. Mutual Obligation Requirements are suitable for a Participant if they are appropriate to the Participant's circumstances and the Participant is capable of meeting them.

The outcome of the Capability Interview will determine whether the Participant continues in the Warning Zone or whether they are returned to the Green Zone with their Demerits reset to zero. The Department's IT Systems will determine the outcome of the Capability Interview based on the information that the Provider records in the Department's IT Systems in relation to the Capability Interview. For more information on what the Provider must record in the Department's IT Systems regarding Capability Interviews, see the [Preparing to conduct a Capability Interview](#) and [Conducting the Capability Interview](#) sections.

A Participant will:

- return to the Green Zone with their Demerits reset to zero if the outcome of the Capability Interview is that their Job Plan and Mutual Obligation Requirements are not suitable (i.e. the Mutual Obligation Requirements are not appropriate to the Participant's circumstances or the Participant is not capable of meeting them), or
- continue in the Warning Zone if the outcome of the Capability Interview is that their Job Plan and Mutual Obligation Requirements are suitable for the Participant (i.e. the Mutual Obligation Requirements are appropriate to the Participant's circumstances and the Participant is capable of meeting them).

(Deed Reference(s): Clauses 104, 105, 107, 138, 145)

### 12.3.2. When a Capability Interview is triggered

The Providers must conduct a Capability Interview when the Department's IT Systems specify that the Participant's Reconnection Requirement is a Capability Interview.

Broadly speaking, this will occur when the Participant has, in 6 active months accrued 3 Demerits or a Demerit for a 'fast-track' Mutual Obligation Failure. See [Fast-Track Mutual Obligation Failures](#) for more information.

The outcome of any Capability Interview or Capability Assessment which has been conducted in relation to the Participant in the previous 60 calendar days will also influence whether a Provider must conduct a Capability Interview. Subject to certain exceptions, if the previous capability review outcome is that the Participant's Mutual Obligation Requirements are suitable, then a further Capability Interview is not required. These exceptions include when a Participant moves to a different employment program (e.g. from Disability Employment Services to Workforce Australia Services) and the Department's IT Systems indicate a new Capability Interview is required.

When the Department's IT Systems specify that the Participant's Reconnection Requirement is a Capability Interview:

- a Capability Interview is said to be 'triggered', and
- the Department's IT Systems will identify that the Capability Interview is 'outstanding'.

The Department's IT Systems will identify that a Capability Interview is 'outstanding' until it is finalised.



The Capability Interview will be finalised when the Provider selects 'submit' in the Department's IT Systems after completing the pre-interview check and recording all the relevant information during the Capability Interview (as discussed below in [Preparing to conduct a Capability Interview](#) and [Conducting the Capability Interview](#)).

When a Participant accrues a Demerit that triggers a Capability Interview, their Income Support Payment will be suspended until the Participant participates in the Capability Interview and the Capability Interview is finalised. Exceptions to this are discussed below under [Circumstances where a Capability Interview cannot be delivered within 2 Business Days](#).

Where the Department's IT Systems identify that a Capability Interview is 'outstanding' (as referred to above), the Participant will not be able to accrue any further Demerits until they attend a Capability Interview and that Capability Interview is finalised.

(Deed Reference(s): Clause 145)

### **12.3.3. Capability Interviews resulted as 'No Longer Required' but are still outstanding**

In some circumstances, where the Department's IT Systems identify that a Capability Interview is 'outstanding', the Capability Interview will be shown to be 'No Longer Required'. This will happen where, after the Capability Interview is triggered, but before it is finalised, the Participant:

- transfers from the Provider to another Provider, including transfers to and from Provider-led Services, or
- is granted an Exemption.

Even though the Capability Interview is shown as 'No longer Required', the Capability Interview must still be undertaken:

- when the Participant transfers to a new Provider, the new Provider must conduct the Capability Interview, and
- when the Participant returns to servicing after an Exemption, the current Provider must conduct the Capability Interview.

In these cases, the Participant must participate in a Capability Interview before their new Job Plan can be negotiated with them. The Department's IT Systems will continue to identify that the Capability Interview is 'outstanding' until the Capability Interview is finalised.

The timeframe within which the 'No longer Required' Capability Interview must be conducted is discussed below under [When the Participant is transferred to another Provider or they are returning to service after an Exemption](#).

### **12.3.4. Scheduling a Capability Interview**

When scheduling a Capability Interview in the Participant's Electronic Calendar, the Provider must be in direct contact with the Participant. This direct contact ensures that the Participant receives formal notification of the Capability Interview within a reasonable timeframe.

Usually, when a Provider is scheduling the Capability Interview, the Provider must schedule it to occur within 2 Business Days after the Participant accrues the relevant Demerit. This usual timeframe is referred to in this Guideline as the 'standard 2 Business Days timeframe'. Exceptions to the standard 2 Business Days timeframe are discussed below under [Circumstances where a Capability Interview cannot be delivered within 2 Business Days](#).

Providers must ensure the scheduled Capability Interview appointment time is of sufficient length to allow for a thorough review of the Participant's personal circumstances and have a detailed discussion. The recommended time for a Capability Interview is between 30 and 60 minutes.

When scheduling the Capability Interview, the Provider must ensure that they explain to the Participant:

the purpose of the Capability Interview

- the reason they must participate in a Capability Interview (either because they accrued 3 Demerits or because they committed a fast-track Mutual Obligation Failure), and
- the serious potential consequences of continued Mutual Obligation Failures.

(Deed Reference(s): Clause 145)

### **12.3.5. Circumstances where a Capability Interview does not need to be delivered face-to-face**

Providers must conduct Capability Interviews face-to-face except in allowable circumstances.


Allowable circumstances are limited to circumstances that:

- are beyond the Participant or Provider's control, and
- prevent the Capability Interview from being delivered face-to-face,

including where any one or more of the following applies to the Participant:

- they reside in an area that is affected by:
  - extreme weather conditions
  - a natural disaster
  - public transport strikes, and/or
  - a written direction as notified by the Department, addressing expectations in relation to Provider servicing arrangements and Participants' Mutual Obligation Requirements,
- they are participating in full-time Education (including training) and this participation restricts their availability to attend the Capability Interview face-to-face
- they are Employed and their hours restrict their availability to attend the Capability Interview face-to-face, and/or
- they are not medically fit to attend the Capability Interview face-to-face.

If allowable circumstances prevent the Capability Interview from being delivered face-to-face, the Provider may conduct the Capability Interview via telephone or videoconference so that it is delivered within the standard 2 Business Days timeframe.

 When scheduling the Capability Interview to be delivered via phone or videoconference, the Provider must record the 'allowable circumstance' in the Department's IT Systems.

(Deed Reference(s): Clauses 105.3, 145.2)



### 12.3.6. Circumstances where a Capability Interview does not need to be delivered within 2 Business Days

#### If the participant has an Acceptable Reason

A Participant may notify the Provider, before the end of the standard 2 Business Days timeframe, that they are unable to attend the Capability Interview within that timeframe. The Provider must then assess whether the Participant's reason for not being able to attend the Capability Interview within that timeframe is an Acceptable Reason.

For the purposes of the above, the Provider must determine that a Participant has an Acceptable Reason for being unable to attend the Capability Interview within the standard 2 Business Days timeframe:

- the Participant notified the Provider, before the end of the standard 2 Business Days timeframe, that the Participant is unable to attend the Capability Interview, and
- the Provider is satisfied that the Participant has a Valid Reason for being unable to attend the Capability Interview within the standard 2 Business Days timeframe.

A Provider must determine the Participant has a Valid Reason if they are satisfied that the reason meets the requirements as outlined in [Prior Notice and Acceptable Reasons](#).

If the Provider determines a Participant has an Acceptable Reason for being unable to attend the Capability Interview within the standard 2 Business Days timeframe as discussed above, the Provider must schedule the Capability Interview to occur within 12 Business Days after the standard 2 Business Days timeframe. Broadly speaking, this means that the Provider must schedule the Capability Interview within 14 Business Days after the Participant accrues the Demerit that triggers the Capability Interview.



In this case, Providers must select 'unable to re-engage within 2 Business Days' in the Department's IT Systems. The Department's IT Systems will then prompt the Provider to schedule the Capability Interview within that 14 Business Day timeframe. This will lift the Participant's Income Support Payment suspension, but the requirement to attend the Capability Interview will still be outstanding on the Participant's record.

If the Provider selects 'unable to re-engage within 2 Business Days' in the Department's IT Systems as referred to above, the Provider must also select from the drop-down menu a description of the relevant Valid Reason that is most similar to the Participant's Valid Reason as they described it to the Provider.

A full list of the reasons that appear in the drop-down menu can be found in the [Unable to re-engage within 2 Business Days' reason options supporting document](#).

#### If the Participant does not have an Acceptable Reason

If the Provider assesses that the Participant's reason is not an Acceptable Reason as discussed above, the Provider must schedule the Capability Interview within the standard 2 Business Days timeframe. The Provider must then tell the Participant why their reason is not an Acceptable Reason, inform them that they are still expected to attend the Capability Interview and remind them their Income Support Payment suspension will not be lifted until they do so.

## When part-time or outreach services prevent delivery of the Capability Interview within 2 Business Days

If part-time or outreach services prevent the Provider from delivering the Capability Interview face-to-face within the standard 2 Business Days timeframe, but the Provider has determined the Capability Interview must be conducted face-to-face (e.g. because it is unsuitable to deliver the Capability Interview via telephone or videoconference or no allowable circumstance exists), the Provider must then schedule the Capability Interview to occur as soon as possible after the standard 2 Business Days timeframe. In any event, the Provider must schedule the Capability interview to occur within 12 Business Days after the standard 2 Business Days timeframe. Broadly speaking, this means that the Provider must schedule the Capability Interview within 14 Business Days after the Participant accrues the Demerit that triggers the Capability Interview.



In these cases, Providers must select 're-engagement not required' in the Department's IT Systems. This will lift the Participant's Income Support Payment suspension, but the requirement to attend the Capability Interview will still be outstanding on the Participant's record.

The Provider must record the reason why 're-engagement is not required' in the Department's IT Systems. The only drop-down menu option is 'Part-time/outreach services'.

The Provider must then manually schedule the Capability Interview in the Participant's Electronic Calendar.

## When the Participant is transferred to another Provider or they are returning to service after an Exemption

A Provider does not need to conduct the Capability Interview within the standard 2 Business Days timeframe where, after the Capability Interview is triggered, but before it is finalised, the Participant:

- transfers from their current Provider to another Provider or Other Service, or
- is granted an Exemption.

When the Participant transfers to another Provider, that new Provider must conduct the Capability Interview at the Participant's Initial Interview.

When the Participant returns to servicing after an Exemption, the Provider must conduct the Capability Interview within 14 Business Days after the Participant returns.

## Reporting Work Refusal Failures and Unemployment Failures before the Capability Interview is finalised

Providers must still create Work Refusal Failure reports and Unemployment Failure reports in accordance with their Deed obligations, regardless of whether the Participant has an outstanding Capability Interview in the Department's IT Systems.

(Deed Reference(s): Clauses 138, 140, 145)

For more information, see [Work Refusal Failures and Unemployment Failures](#).

## If a Participant fails to attend their Capability Interview

As a Capability Interview is a type of Reconnection Requirement the Provider must take the action required when a Participant fails to meet a Reconnection Requirement. See [Reconnection Requirements](#).

### 12.3.7. Preparing to conduct a Capability Interview



Prior to the Capability Interview, the Provider must accurately complete a pre-interview check in the Department's IT Systems.

The Provider must prepare for the Capability Interview by completing the pre-interview check by reviewing the following:

- the [Capability Interview Best Practice Guide, on the Learning Centre](#).
- the Participant's current Assessments (including their Job Seeker Snapshot and any ESAT, — to familiarise themselves with the Participant's personal circumstances
- the Capability Management Tool (CMT)—for information on barriers that may be affecting the Participant's ability to meet their Mutual Obligation Requirements
- the Job Seeker Profile—to familiarise themselves with the Participant's basic information history and current circumstances, and
- the Participant's current Job Plan and Mutual Obligation Requirements to determine:
  - whether the Participant's Mutual Obligation Requirements are up-to-date and appropriate based on their known and recorded personal circumstances
  - if their Points Requirement and minimum Job Search Requirements are appropriate for their known and recorded personal circumstances and in line with Policy
  - if the requirements do not include excessive hours in a Mandatory Activity/ies.

In determining these things, the Provider must consider the relevant requirements outlined in the [Job Plan and Mutual Obligation Requirements Chapter](#).

The Provider must be well prepared and have all relevant information to hand both prior to conducting the Capability Interview and during the Capability Interview itself.

### Pre-interview check



The Provider can access the pre-interview check in the Department's IT Systems by selecting the relevant Capability Interview listed on the Non-Compliance History screen.

The pre-interview check is a set of questions that determine if the Participant's Job Plan and Mutual Obligation Requirements are suitable (i.e. the Mutual Obligation Requirements specified in the Participant's Job Plan are appropriate to the Participant's circumstances and the Participant is capable of meeting them).

The questions in the pre-interview check focus only on the Participant's Mutual Obligation Requirements specified in the Participant's Job Plan. Providers must not consider voluntary requirements as part of this check.

When answering the pre-interview check questions, Providers must only use the information that is known about the Participant and has been recorded in the Department's IT Systems prior to the Capability Interview being triggered.

For more information regarding the pre-interview check, see the [Capability Interview Best Practice Guide, on the Learning Centre](#).

### 12.3.8. Conducting the Capability Interview

#### Delivery by a different staff member

While it is not a requirement, it is strongly recommended the staff member who delivers the Capability Interview is someone other than the staff member who entered into and approved the relevant Participant's Job Plan or set and manage their Mutual Obligation Requirements. This is because the Participant may disclose new information to another staff member which they had not previously disclosed to their usual consultant (i.e. the staff member who would usually enter into and approve the relevant Participant's Job Plan or set and manages their Mutual Obligation Requirements).

Site resourcing may restrict this practice, for example. In this situation, it is acceptable for the same staff member who entered into and approved the relevant Participant's new Job Plan to also conduct the Capability Interview.

#### Getting started

An interpreter must be provided when requested by the Participant and it is appropriate to the Participant's circumstance. The Provider must first advise the Participant that the Capability Interview is being undertaken due to their Mutual Obligation Failure(s). The Provider must explain the purpose and potential outcomes of the Capability Interview, including:

- the Participant's Mutual Obligation Requirements may require renegotiating
- the Participant will either return to the Green Zone or continue in the Warning Zone, depending on the outcome of the Capability Interview, and
- the financial consequences for the Participant if they continue to commit Mutual Obligation Failures without a Valid Reason.

The focus of the Capability Interview is to:

- ensure the Participant understands their Mutual Obligation Requirements and the consequences of not meeting them
- ensure the Participant's Mutual Obligation Requirements are appropriate for their circumstances, and
- identify any undisclosed barriers preventing the Participant from meeting their Mutual Obligation Requirements.

The Provider must ensure the Participant is aware their Provider is seeking to better understand the reasons why they have not been meeting their Mutual Obligation Requirements.

Providers must advise Participants that:

- it is important they disclose any personal circumstances that may be affecting their ability to comply with their Mutual Obligation Requirements (so the Provider can set Mutual Obligation Requirements appropriately)

- if needed, the Participant will be provided with assistance to help them meet their Mutual Obligation Requirements or their Mutual Obligation Requirements may be adjusted
- the Participant may require and receive different services as a result of the Capability Interview
- they may be referred to Services Australia for an Employment Services Assessment (ESAt), and
- if they continue to commit Mutual Obligation Failures without a Valid Reason, this will result in serious consequences of increasing severity, including potential loss of their Income Support Payment.

The Provider must ask the Participant if they have any concerns or questions before starting the Capability Interview, and they should address these where possible.

(Deed Reference(s): Clauses 138, 140, 143, 144 and 145)

### Capability Interview discussion

During the Capability Interview, the Provider must discuss and consider holistically the following with the Participant:

- the Participant's understanding of their Mutual Obligation Requirements and what they must do to meet them. This may require a detailed discussion to ascertain the Participant's level of understanding of the requirements of their Job Plan and what they must do to avoid Demerits and Income Support Payment suspension, reduction and/or cancellation
- the reasons behind the Participant's recent Mutual Obligation Failure(s) and any factors that may be affecting the Participant's capacity to meet their Mutual Obligation Requirements and Points Requirement
- whether alternative Mutual Obligation Requirements may be more appropriate for the Participant
- any undisclosed barriers that might be preventing the Participant from meeting their Mutual Obligation Requirements
- any support or assistance the Participant identifies that might better help them meet their Mutual Obligation Requirements
- if applicable, the quality of their Job Search efforts
- if applicable, what the Participant will do to increase their chances of finding Employment
- if applicable, the Participant's attempts to find and keep suitable Employment, including their long-term employment goals, and
- anything else of relevance to the Participant's capability to meet their Mutual Obligation Requirements.

Providers should note that the Capability Interview is not an opportunity to review the circumstances under which each Demerit was accrued or to review the decision-making process for each Demerit decision.



During the Capability Interview discussion with the Participant, the Provider must accurately answer all the Capability Interview questions that can be accessed on the Non-Compliance History screen in the Department's IT Systems. The Provider must also accurately record additional information relating to those questions where they are prompted to do so by the Department's IT Systems.

The Provider must finalise the Capability Interview in the Department's IT Systems while the Participant is still in attendance at the Capability Interview appointment, or while the Participant is still in contact where the Capability Interview was delivered via phone or videoconference.

If the Participant attended the Capability Interview appointment but did not participate for the duration of the appointment, Providers must complete the Capability Interview based on what is recorded in the Department's IT Systems about the Participant and then ensure to finalise the Capability Interview in the Department's IT Systems the same day.

(Deed Reference(s): Clauses 138, 140, 141, 143, 144 and 145)

## Updating the Job Seeker Snapshot

The Job Seeker Snapshot is a questionnaire which includes questions used to determine the Participant's JSCI score and helps to identify if the Participant requires an ESAt.

During each Capability Interview, the Provider must:

- review the Job Seeker Snapshot, and
- if the Job Seeker Snapshot does not accurately reflect the current circumstances of the Participant as disclosed during the Capability Interview, update the Job Seeker Snapshot with the Participant's newly disclosed information.

See [How to conduct the Job Seeker Snapshot](#) for further information.

## Referring the Participant for an Employment Services Assessment after updating the Job Seeker Snapshot

Services Australia conducts an ESAt to determine if a Participant has a long-term reduced work capacity or is eligible for Disability Employment Services (DES).

Generally, Providers cannot book another ESAt Appointment for a Participant unless a recommendation for one is identified during a Capability Interview.

See [Referring Participants for an Employment Services Assessment](#) for further information.

Where the Job Seeker Snapshot results in an ESAt being required and a referral to Services Australia is made within the Capability Interview, the Capability Interview will not be finalised by the Department's IT Systems until the ESAt appointment is booked. The outcome of the Capability Interview will be 'newly disclosed information' (meaning the Participant's Mutual Obligation Requirements and or Job Plan is not suitable), and the Participant will return to the Green Zone with their Demerits reset to zero.

Services Australia will notify the Provider of the outcome of the ESAt via the noticeboard in the Department's IT Systems and will upload any newly disclosed vulnerabilities and barriers into the CMT for the Provider to action.

While awaiting the outcome of an ESAt, Participants are still required to meet Mutual Obligation Requirements that are appropriate to their circumstances and any newly disclosed information, but they cannot accrue further Demerits for Mutual Obligation Failures.

## Using the Capability Management Tool

Providers must use the CMT during the Capability Interview.

Providers can access the CMT in the Department's IT Systems. The CMT is used to record, review and manage information on Participant's personal circumstances that may be affecting their capacity to meet their Mutual Obligation Requirements. The CMT consolidates information collected from the Capability Interview discussion and any past ESAs or Capability Assessments.

Based on the discussion with the Participant during the Capability Interview, the Providers must use the CMT to accurately record information regarding all identified barriers or vulnerabilities affecting the Participant's ability to meet their Mutual Obligation Requirements and find employment.

(Deed Reference(s): Clauses 140 and 145)

### 12.3.9. Actioning the outcomes of the Capability Interview

As noted above, the Department's IT Systems will determine the outcome of the Capability Interview. The outcome is based on the information that the Provider records in the Department's IT Systems in relation to the Capability Interview, so it is important to ensure it is accurate.

The Department's IT Systems will display one of the following outcomes of a Capability Interview. The possible outcomes displayed in the Department's IT Systems are that the Participant is:

- Capable
- Not Capable due to errors in compellable requirements
- Not Capable of meeting current requirements due to ongoing circumstances
- Not Capable due to newly disclosed information, or
- Not Capable due to a change in service eligibility or stream
- Each of these outcomes is discussed in further detail below.

Once the Department's IT Systems have determined the outcome of the Capability Interview, the Provider must explain this outcome to the Participant while they are still in attendance/in contact the Capability Interview appointment. The Provider must ensure that the Participant understands what the Capability Interview outcome means and what will happen next.

If the result of the Capability Interview is that the Participant's Job Plan and compellable requirements are not suitable, meaning that the Mutual Obligation Requirements specified in the Job Plan need to be negotiated and updated so they are suitable for the Participant, refer to [Tailoring the Points Target to reflect a Participant's circumstances](#), for information on how to apply a credit to adjust the Points Requirement and/or the Job Search Requirement of a Participant.

#### Capable

If the outcome of the Capability Interview is that the Participant's Job Plan and compellable requirements are suitable for the Participant (i.e. the Mutual Obligation Requirements specified in the Participant's Job Plan are appropriate to the Participant's circumstances and the Participant is capable of meeting them), they will continue in the Warning Zone with 3 Demerits once the Capability Interview is finalised.

Because the Job Plan is suitable for the Participant, the Mutual Obligation Requirements specified in the Participant's Job Plan do not need to be updated.

#### Provider action

- Advise the Participant that their Job Plan and Mutual Obligation Requirements have been assessed as being suitable for them.
- Advise the Participant, if they continue to commit Mutual Obligation Failures without a Valid Reason, this may result in a Capability Assessment with Services Australia.
- The Provider must explain to the Participant their Mutual Obligation Requirements and the consequences of non-compliance.

### Not Capable due to errors in compellable requirements

If the outcome of the Capability Interview is that there are errors in the Participant's compellable requirements (i.e. there are errors in the Mutual Obligation Requirements), the Participant is returned to the Green Zone with their Demerits reset to zero.

#### Provider action

- The Provider must discuss the Participant's requirements with them, renegotiate and update the Participant's Job Plan and compellable requirements so that they are suitable
- This should be undertaken as soon as the Capability Interview outcome has been determined by the Department's IT Systems, or if this is not possible within 10 Business Days following the finalisation of the Capability Interview.
- The Provider must then explain to the Participant their Mutual Obligation Requirements and the consequences of non-compliance.

Note: Until the Job Plan has been discussed and agreed, the Participant cannot accrue further Demerits. If the Participant has compellable requirements recorded outside of the Job Plan which require updating in the system (i.e. Points Requirement and/or minimum Job Search Requirement and/or Activity placement details for the Mandatory Activity), then the Provider must action these changes, and also reapprove the Job Plan. Once the Participant has agreed to their new Job Plan, this will flag in the system that Mutual Obligation Requirements are appropriate and the Participant will be able to accrue Demerits against those requirements.

(Deed Reference(s): Clauses 106.2, 107, 108, 109, 110, 145.2)

### Not Capable of meeting current requirements due to ongoing circumstances

If the outcome of the Capability Interview is the Participant is not capable of meeting their current compellable requirements due to ongoing circumstances (i.e. the Participant is not capable of meeting the Mutual Obligation Requirements), the Participant is returned to the Green Zone with their Demerits reset to zero.

#### Provider action

- The Provider must discuss with the Participant to renegotiate and update the Participant's Job Plan and compellable requirements so that they are suitable.
- This should be undertaken as soon as the Capability Interview outcome has been determined by the Department's IT Systems, or if this is not possible within 10 Business Days following the finalisation of the Capability Interview.



- The Provider must then explain to the Participant their Mutual Obligation Requirements and the consequences of non-compliance.

Note: Until the Job Plan has been discussed and agreed, the Participant cannot accrue further Demerits. If the Participant has compellable requirements recorded outside of the Job Plan which require updating in the system (i.e. Points Requirement and/or minimum Job Search Requirement and/or Activity placement details for the Mandatory Activity), then the Provider must action these changes, and also reapprove the Job Plan. Once the Participant has agreed to their new Job Plan, this will flag in the system that Mutual Obligation Requirements are appropriate and the Participant will be able to accrue Demerits against those requirements.

(Deed Reference(s): Clauses 106.2, 107, 108, 109, 110, 145.2)

### Not Capable due to newly disclosed information

If the outcome of the Capability Interview is that the Participant was not capable of meeting their compellable requirements at the time non-compliance occurred (i.e. the Participant was not capable of meeting the Mutual Obligation Requirements specified in their Job Plan), the Participant is returned to the Green Zone with their Demerits reset to zero.

#### Provider action

- The Provider must consider if the Mutual Obligation Requirements specified in the Participant's Job Plan remain appropriate to the Participant's circumstances and the Participant is capable of meeting them.
- If not, the Provider is strongly encouraged to discuss and, when agreed, update the Participant's Job Plan so that it is suitable.
- If the Job Plan is not suitable and not updated as part of the Capability Interview, the Provider must discuss with the Participant and update the Job Plan (so that the Mutual Obligation Requirements specified in the Job Plan are appropriate to the Participant's circumstances and the Participant is capable of meeting them) within 10 Business Days following the finalisation of the Capability Interview.
- The Provider must explain to the Participant their Mutual Obligation Requirements and the consequences of non-compliance.

For more information on Eligibility criteria, Referrals and other employment services, refer to the [Eligibility and Referral Chapter](#).

(Deed Reference(s): Clauses 106.2, 107, 108, 109, 110, 145.2)

### Not Capable due to a change in service eligibility or stream

If the outcome of the Capability Interview is the Participant is not capable due to a change in service eligibility or stream) this means the Participant is not capable of meeting their Mutual Obligation Requirements specified in their Job Plan. The Participant is returned to the Green Zone with their Demerits reset to zero.

#### Provider action

- Advise the Participant that their level of servicing or program eligibility has changed as a result of an updated JSCI score - or as a result of the finalisation of an ESAt.

- The Provider must discuss and when agreed, update the Participant's Job Plan so that it is suitable.
- The Provider is strongly encouraged to negotiate and update the Job Plan as part of the Capability Interview once the outcome has been determined by the Department's IT Systems.
- If the Job Plan is not updated as part of the Capability Interview, the Provider must negotiate and update the Job Plan within 10 Business Days following the finalisation of the Capability Interview.
- The Provider must explain to the Participant their Mutual Obligation Requirements and the consequences of non-compliance.

(Deed Reference(s): Clauses 106.2, 107, 108, 109, 110, 145.2)

## 12.4. Capability Assessment

A Capability Assessment is a key component of the TCF. It is further protection for the most vulnerable Participants and provides another opportunity for Participants to disclose issues that may be affecting their ability to meet their Mutual Obligation Requirements specified in their Job Plan.

Capability Assessments are conducted by Services Australia and ensure only those Participants who deliberately fail to meet their Mutual Obligation Requirements face potential financial penalties.

The purpose of the Capability Assessment is to determine whether a Participant's Job Plan and Mutual Obligation Requirements are suitable for the Participant. Mutual Obligation Requirements are suitable for a Participant if they are appropriate to the Participant's circumstances and the Participant is capable of meeting the requirements.

Even though Providers do not conduct Capability Assessments, Providers still have Deed obligations in relation to Capability Assessments.

The Capability Assessment will determine the Participant's place in the TCF. The Participant will:

- return to the Green Zone with their Demerits reset to zero if the result of the Capability Assessment is that the Participant's Job Plan is not suitable for the Participant, or
- enter the Penalty Zone and incur financial penalties for future non-compliance if the result of the Capability Assessment is that the Participant's Job Plan is suitable for the Participant.

(Deed Reference(s): Clause 145.3)

### 12.4.1. When a Capability Assessment is triggered

Broadly speaking, Services Australia will conduct a Capability Assessment when the Participant has:

- already completed a Capability Interview (and the outcome is that the Participant's Job Plan is suitable for the Participant), and
- in 6 active months, accrued 5 Demerits or a Demerit for a 'fast-track' Mutual Obligation Failure when they already have 3 Demerits.

When the circumstances described above occur:

- a Capability Assessment is said to be 'triggered', and
- the Department's IT Systems will identify that the Participant's Reconnection Requirement for their most recent Mutual Obligation Failure is a Capability Assessment.

When a Capability Assessment is triggered, the Department's IT Systems will display the formal notification script the Provider must then read to the Participant. This notification informs the Participant that:

- they must contact Services Australia as soon as possible to participate in a Capability Assessment, and
- their Income Support Payment will be suspended in 2 Business Days if they do not contact Services Australia.

Participants will be unable to report to Services Australia for their next fortnightly Income Support Payment until they contact Services Australia to undertake the Capability Assessment.

### No further Demerits until the Capability Assessment is finalised

Participants will not be able to accrue any further Demerits until they participate in a Capability Assessment and that Capability Assessment is finalised in the Department's IT Systems.

After triggering the Capability Assessment, Participants might commit further Mutual Obligation Failures after participating in a Capability Assessment but before the Capability Assessment has been finalised in the Department's IT Systems. In these cases, the Participant will not accrue Demerits, but their Income Support Payment may still be suspended to encourage the Participant to reconnect with their Provider.

### Work Refusal Failure or Unemployment Failure before the Capability Assessment is finalised

Providers must still comply with their Deed obligations relating to Work Refusal Failures and Unemployment Failures, regardless of whether the Capability Assessment is finalised in the Department's IT Systems.

For more information, see [Work Refusal Failures and Unemployment Failures](#).

(Deed Reference(s): Clause 145.3)

#### 12.4.2. Delivery of the Capability Assessment and recording outcomes

Services Australia will notify Providers of Capability Assessment outcomes via a noticeboard message on the Department's IT Systems. Services Australia will record the outcome of the Capability Assessment and will provide information in the Participant's record on what Mutual Obligation Requirements are inappropriate and that the Provider must renegotiate with the Participant.

(Deed Reference(s): Clause 145.3)

#### 12.4.3. Actioning the outcomes of a Capability Assessment

Once Services Australia has finalised the Capability Assessment in the Department's IT Systems, the Provider must review the outcome and any servicing recommendations Services Australia has recorded in the CMT.

The possible outcomes are that the Participant is:

- Capable

- Not Capable due to errors in compellable requirements
- Not Capable of meeting current requirements due to ongoing circumstances
- Not Capable due to newly disclosed information, or
- Not capable due to a change in service eligibility or stream (Note. This outcome is applicable when the Participant is not capable due to a change in service eligibility)

Providers can view the Capability Assessment outcomes on the Targeted Compliance Framework History Screen in the Departments IT system. Each of the above outcomes are discussed in further detail below.

## Capable

If the outcome of the Capability Assessment is that the Participant's Job Plan or Mutual Obligation Requirements is suitable for the Participant, they will move into the Penalty Zone.

Because the Job Plan and compellable requirements are suitable for the Participant, the Mutual Obligation Requirements do not need to be updated.

### Provider action

- The Provider must advise the Participant that their Job Plan and compellable requirements have been assessed as being suitable for them (i.e. the Mutual Obligation Requirements are appropriate to the Participant's circumstances and the Participant is capable of meeting them).
- The Provider must explain to the Participant their Mutual Obligation Requirements in their Job Plan and the consequences of non-compliance.
- The Provider must advise the Participant they are now in the Penalty Zone and that the next time they commit a Mutual Obligation Failure, this may result in loss of part or all of their Income Support Payment.
- The Provider must review the CMT for the Participant as Services Australia may have identified issues that the Provider will need to consider when renegotiating the Participant's Mutual Obligation Requirements in the future.

## Not Capable due to errors in compellable requirements

If the outcome of the Capability Assessment is that there are errors in the Participant's compellable requirements (i.e. there are errors in the Mutual Obligation Requirements specified in the Participant's Job Plan), the Participant is returned to the Green Zone with their Demerits reset to zero.

### Provider action

- The Provider must advise the Participant that their Demerits have been reset to zero and they have returned to the Green Zone.
- The Provider must review the CMT for service recommendations recorded by Services Australia, and must consider those recommendations before renegotiating the Participant's Mutual Obligation Requirements.
- In consultation with the Participant, the Provider must update the Job Plan so that it is suitable within 10 Business Days following the finalisation of the Capability Assessment

(including making any necessary adjustments to the Participants Points Requirement and/or minimum Job Search Requirements).

- The Provider must explain to the Participant their Mutual Obligation Requirements and the consequences of non-compliance.

(Deed Reference(s): Clauses 106.2, 107, 108, 109, 110, 145.3)

### Not Capable of meeting current requirements due to ongoing circumstances

If the outcome of the Capability Assessment is the Participant is not capable of meeting their current compellable requirements due to ongoing circumstances (i.e. the Participant is not capable of meeting the Mutual Obligation Requirements specified in their Job Plan), the Participant is returned to the Green Zone with their Demerits reset to zero.

#### Provider action

- The Provider must advise the Participant that their Demerits have been reset to zero and they have returned to the Green Zone
- The Provider must review the CMT for service recommendations recorded by Services Australia and must consider those recommendations before -discussing the Participant's Mutual Obligation Requirements with them.
- In consultation with the Participant, the Provider must update the Job Plan so that it is suitable within 10 Business Days following the finalisation of the Capability Assessment. This includes making any necessary adjustments to the Participants Points Requirement and/or minimum Job Search Requirements as required.
- The Provider must explain to the Participant their Mutual Obligation Requirements and the consequences of non-compliance.

(Deed Reference(s): Clauses 106.2, 107, 108, 109, 110, 145.3)

### Not Capable due to newly disclosed information

If the outcome of the Capability Assessment is that the Participant was not capable of meeting their compellable requirements at the time non-compliance occurred (i.e. the Participant is not capable of meeting the Mutual Obligation Requirements specified in their Job Plan), the Participant is returned to the Green Zone with their Demerits reset to zero.

#### Provider action

- The Provider must advise the Participant that their Demerits have been reset to zero and they will return to the Green Zone.
- The Provider must review the CMT for service recommendations and/or barriers recorded by Services Australia and consider if the Participant's Job Plan remains suitable for the Participant (i.e. the Mutual Obligation Requirements specified in the Job Plan remain appropriate to the Participant's circumstances and the Participant is capable of meeting them).
- If the Job Plan does not remain suitable, the Provider must update the Job Plan so that it is suitable within 10 Business Days following the finalisation of the Capability Assessment. This includes making any necessary adjustments to the Participants Points Requirement and/or minimum Job Search Requirements as required.

- The Provider must explain to the Participant their Mutual Obligation Requirements and the consequences of non-compliance.

(Deed Reference(s): Clauses 106.2, 107, 108, 109, 110, 145.3)

## Not Capable due to a change in service eligibility or stream

If the outcome of the Capability Assessment is the Participant is not capable due to a change in service eligibility or stream) this means the Participant is not capable of meeting their Mutual Obligation Requirements specified in their Job Plan. The Participant is returned to the Green Zone with their Demerits reset to zero.

### Provider action

- The Provider must advise the Participant that their level of servicing or program eligibility has changed as a result of an updated JSCI score or as a result of the finalisation of an ESAt.
- The Provider must advise the Participant that their Demerits have been reset to zero and they will return to the Green Zone.
- The Provider must review the CMT for service recommendations and/or barriers recorded by Services Australia that must be considered before renegotiating the Participant's Mutual Obligation Requirements.
- In consultation with the Participant, the Provider must update the Job Plan so that it is suitable within 10 Business Days following the finalisation of the Capability Assessment.
- The Provider must explain to the Participant their Mutual Obligation Requirements and the consequences of non-compliance.

Note: Until the Job Plan is updated and agreed to, the Participant cannot accrue further Demerits.

For more information on Eligibility criteria, Referrals and other employment services, refer to the [Eligibility and Referral Chapter](#).

(Deed Reference(s): Clauses 106.2, 107, 108, 109, 110, 145.3)

## 12.5. Work Refusal Failures and Unemployment Failures

There are consequences for Participants who commit a Work Refusal Failure or an Unemployment Failure.

A Participant commits a Work Refusal Failure when they refuse or fail to accept an offer of suitable Employment.

A Participant commits an Unemployment Failure when they become unemployed either:

- as a direct or indirect result of a voluntary act (unless Services Australia is satisfied that the voluntary act was reasonable), or
- as a result of their misconduct as an employee.

Providers must comply with their Deed obligations relating to apparent Work Refusal Failures and Unemployment Failures regardless of which zone the relevant Participant is in.

If a Participant commits:

- a Work Refusal Failure, their Income Support Payment may be suspended or will be cancelled if they do not have a Reasonable Excuse, or

- an Unemployment Failure, their Income Support Payment may be cancelled.

When the Provider creates a Work Refusal Failure or an Unemployment Failure report, the report will be sent through the Department's IT Systems to Services Australia. In the case of a Work Refusal Failure report, Services Australia will determine whether the Participant has a Reasonable Excuse for the Work Refusal Failure. In the case of an Unemployment Failure report, Services Australia will then determine whether the Participant committed an Unemployment Failure.

If Services Australia determines a Participant has committed a Work Refusal Failure without a Reasonable Excuse or an Unemployment Failure, the Participant's Income Support Payment is cancelled and it cannot be paid for 4 weeks. Participants can reapply for payment at any time after their payment has been cancelled but they may not receive Income Support Payment again until they have served their preclusion period.

These penalties reinforce the principles that:

- Income Support Payments for Participants should only be available to those who are genuine in their efforts to move into paid work, and
- where Participants gain Employment, they must take all reasonable steps to remain in the workforce and reduce their reliance and need for an Income Support Payment.

### 12.5.1. Work Refusal Failures

#### Identifying a Work Refusal Failure

Providers have obligations under the Deed when they become aware (e.g. an Employer notifies the Provider or the Provider receives information from the Department) a Participant has apparently committed a Work Refusal Failure.

When the Provider is in contact with the Participant (as referred to in [Reporting a Work Refusal Failure](#)), the Provider must discuss the circumstances of an apparent Work Refusal Failure with the Participant and must consider whether the Participant has refused or failed to accept an offer of Employment.

If, after discussing the circumstances of an apparent Work Refusal Failure with the Participant, the Provider assesses that:

- the Participant has not received an offer of Employment (e.g. they attended an interview, but were not offered the position), the Provider must not determine that the Participant committed a Work Refusal Failure; or
- the Participant has refused or failed to accept an offer of Employment, the Provider must then assess whether the Employment offered was suitable for the Participant. Providers must consider the following factors when making this assessment, as any one of these factors would make the work unsuitable:
  - the Participant lacks the particular skills, experience or qualifications that are needed to perform the work and no training will be provided by the Employer
  - there is medical evidence that the Participant has an illness, disability or injury that would be aggravated by the conditions in which the work would be performed
  - the Participant is the principal carer, and does not have access to appropriate care and supervision for the children at the times when the Participant would be required to

undertake the work (which includes reasonable amounts of time that would be needed for the Participant to travel between home and the work)

- the Participant is the principal carer, or the Participant has a partial capacity to work, and the work hours are greater than 15 hours per week
- performing the work in the conditions in which the work would be performed would constitute a risk to health or safety and would contravene a law of the Commonwealth, a State or a Territory relating to occupational health and safety
- the terms and conditions for the work would be less generous than the applicable statutory conditions
- commuting between the Participant's home and the place of work would be unreasonably difficult [that is, it would require the Participant to spend more than 90 minutes each way in commuting time (or 60 minutes each way for principal carers or those with a partial capacity to work, see below), using the mode of transport normally available to the Participant]
- the work requires the Participant to change residence, in most cases
- the Participant has a verifiable and legitimate objection to the work on moral, cultural or religious grounds (for example, there is evidence that the Participant adheres to a particular set of moral, ethical or religious values and aspects of the work would be inconsistent with those values)
- the work would require the Participant to enlist in the Defence Force or the Reserves, or
- the Participant has a partial capacity to work, or is a principal carer and one or more of the following applies:
  - the duration of the journey between the Participant's home and the place of work would normally exceed 60 minutes
  - the Participant would be financially worse off as a result of undertaking the work, by comparison with not undertaking the work, considering:
    - the financial cost to the Participant in providing appropriate care and supervision for one or more children, for whom the Participant is the principal carer, at the times when the Participant would be required to undertake the work
    - the financial cost of travel that would be incurred by the Participant in undertaking the work,
    - the reduction in income support, additional tax paid or impact on public housing, or
    - the financial benefit for the Participant of undertaking the work would be marginal because of the financial cost to the Participant in providing appropriate care and supervision for one or more children, for whom the Participant is the principal carer, at the times when the Participant would be required to undertake the work.

(Deed Reference(s): Clauses 138.1 (d), 140.1 (a), 145.1)

### **12.5.2. Reporting a Work Refusal Failure**

Following the discussion with the Participant, the Provider must consider whether the Participant has committed a Work Refusal Failure. See [Identifying a Work Refusal Failure](#).



## Timeframe to report a Work Refusal Failure

The Work Refusal Failure report must be created and finalised within 10 Business Days of the incident date (described in further detail below).

If this does not occur (e.g. where the Provider does not become aware of an apparent Work Refusal Failure until after 10 Business Days have passed since the incident date), the Department's IT Systems will not allow the Work Refusal Failure report to be finalised, meaning the Work Refusal Failure will not be reported to Services Australia.

The incident date is the date on which the Participant:

- refused an offer of suitable Employment. For example, if a Participant was offered a job at an interview and refused that offer:
  - on the day of the interview, the incident date is the date of the interview
  - 3 days after the interview, the incident date is the date that is 3 days after the interview, or
- failed to accept an offer of suitable Employment, for example:
  - if the Participant was given 14 days to accept the offer and did not do so, the incident date is the 14th day (unless the Participant actively refuses the job on an earlier day), or
  - if, when the offer was made, the Participant agreed a start date with the potential Employer, but did not commence work on that date, the incident date is the date the Participant was due to start.

(Deed Reference(s): Clauses 138.1 (d), 140.1 (a), 145.1)

The steps that the Provider must take when they become aware that a Participant has apparently committed a Work Refusal Failure are described below.

## Contact attempt is successful on the same Business Day

Provider considers that the Participant committed a Work Refusal Failure

If, after contacting the Participant on the same Business Day as becoming aware of the apparent Work Refusal failure and discussing the circumstances of the apparent failure, the Provider considers the Participant has committed a Work Refusal Failure (see [Identifying a Work Refusal Failure](#)), the Provider must create a Work Refusal Failure report, for investigation by Services Australia.



The Provider must create and finalise the Work Refusal Failure report by undertaking the following steps in the Department's IT Systems:

- selecting 'create compliance'
- selecting the appropriate Event Type from the drop-down menu:
  - select 'job seeker failed to accept suitable job' where the Provider considers that the Participant refused or failed to accept an offer of suitable Employment, other than by failing to commence work on the start date agreed with the potential Employer, or
  - select 'job seeker failed to commence suitable job' where the Provider considers that the Participant refused or failed to accept an offer of suitable Employment by failing to commence work on the start date agreed with the potential Employer
- recording the incident date (discussed above)

- answering 'yes' to the question of whether they are in contact with the Participant
- selecting a reason from the 'Reasons not accepted' column of the drop-down menu that will appear. The Provider must select the reason that most closely aligns with the reason the Participant gave as to why they refused or failed to accept the offer of suitable Employment. A full list of these drop-down menu options can be found in the [Work Refusal Failure reason options supporting document](#),
  - otherwise accurately answering the questions that will be automatically generated, and
  - selecting 'create', which will finalise the Work Refusal Failure report and send it to Services Australia. Services Australia will assess whether the Participant had a Reasonable Excuse for the Work Refusal Failure, which will determine whether the Participant's Income Support Payment is cancelled.

By creating and finalising the Work Refusal Failure report as described above, the Provider is confirming they consider the Participant has committed a Work Refusal Failure.

(Deed Reference(s): Clauses 138.1 (d), 140.1 (a), 145.1)

## Provider considers that the Participant has not committed a Work Refusal Failure

No further action is required if the Provider:

- was in contact with the Participant on the Business Day on which the Provider became aware of an apparent Work Refusal Failure, and
- after discussing the circumstances of the apparent Work Refusal Failure with the Participant, considers the Participant has not committed a Work Refusal Failure (see the discussion under the heading 'Identifying a Work Refusal Failure' above).

## Provider considers that the Participant has been non-compliant but the TCF cannot be applied

If, after contacting the Participant on the same Business Day as becoming aware of the apparent Work Refusal failure and discussing the circumstances of the apparent failure, the Provider considers that:

- the Participant has committed a Work Refusal Failure (see [Identifying a Work Refusal Failure](#)); and
- the TCF cannot be applied (i.e. it has been more than 10 Business Days after the incident date, as referred to above), the Provider must take the steps in the 'TCF is not applicable' column in the [Targeted Compliance Framework Workflow supporting document](#).

### 12.5.3. Contact attempt is not successful on the same Business Day

When the Provider becomes aware that a Participant has apparently committed a Work Refusal Failure but is unable to contact the Participant on the same Business Day, the Provider must undertake the steps described below.



On the Business Day that the Provider becomes aware of the apparent Work Refusal failure, the Provider must create the Work Refusal Failure report by undertaking the following steps in the Department's IT Systems:

- selecting 'create compliance'
- selecting the Event Type from the drop-down menu that will appear as follows:
  - select 'job seeker failed to accept a suitable job' where the Provider considers that the Participant has apparently refused or failed to accept an offer of suitable Employment, other than by failing to commence work on the start date agreed with the potential Employer, or
  - select 'job seeker failed to commence suitable job' where the Provider considers that the Participant has apparently refused or failed to accept an offer of suitable Employment by failing to commence work on the start date agreed with the potential Employer
- recording the incident date (discussed above)
- answering 'no' to the question of whether they are in contact with the Participant
- accurately answering the questions that will be automatically generated, and
- selecting 'create'. This will create a draft Work Refusal Failure report.

In any zone, the Participant will receive notification advising that they appear to have committed an apparent Work Refusal Failure, that they must contact their Provider as soon as possible, and their payment may be suspended after 2 Business Days if they take no further action. If the Participant does not make contact with their Provider within 2 Business Days, the Department's IT Systems will automatically suspend the Participant's Income Support Payment and the Participant will receive notification that their Income Support Payment has been suspended and to contact their Provider.

In any zone, the Participant's Reconnection Requirement is to make contact with their Provider to discuss the apparent Work Refusal Failure. If the Participant's Income Support Payment has been suspended, the suspension will be lifted once they make contact with their Provider and their Provider finalises the Work Refusal Failure report (as discussed immediately below).

(Deed Reference(s): Clauses 138.1 (d), 140.1 (a), 145.1)

When there is contact with the Participant

Where there is contact with the Participant after the Business Day on which the Provider became aware of the apparent Work Refusal Failure, the Provider must update the draft Work Refusal Failure report (referred to above).



The Provider must update and finalise the Work Refusal Failure report by undertaking the following steps in the Department's IT Systems:

- selecting the edit option in the draft Work Refusal Failure report (By doing so, the Provider is confirming that they are in contact with the Participant), and either:
  - if the Provider considers the Participant committed a Work Refusal Failure (see the discussion under the heading 'Identifying a Work Refusal Failure' above):
    - selecting 'No' in response to the question of whether they accepted the reason given by the Participant. By doing so, the Provider is confirming that they have determined that the Participant has committed a Work Refusal Failure
    - selecting a reason from the 'Reasons not accepted' column of the drop-down menu that will appear. The Provider must select the reason that most closely aligns with the reason that the Participant gave as to why they refused or failed to accept the offer of suitable Employment. A full list of these drop-down menu

options can be found in the [Work Refusal Failure reasons supporting document](#), and

- selecting 'submit', which will send the Work Refusal Failure report to Services Australia. Services Australia will assess whether the Participant had a Reasonable Excuse for the Work Refusal Failure, which will determine whether the Participant's Income Support Payment is cancelled,

**OR**

- if the Provider considers the Participant did not commit a Work Refusal Failure (see the discussion under [Identifying a Work Refusal Failure](#)):
  - selecting 'Yes' in response to the question of whether they accepted the reason given by the Participant. By doing so, the Provider is confirming that they have determined that the Participant has not committed a Work Refusal Failure
  - selecting a reason from the 'Reasons accepted' column of the drop-down menu that will appear. The Provider must select the reason that most closely aligns with the reason that the Participant gave as to why they did not refuse or fail to accept an offer of suitable Employment. A full list of these drop-down menu options can be found at [Work Refusal Failure reasons supporting document](#), and
  - selecting 'submit', which will close the report (i.e. the report will not be sent to Services Australia for investigation).

If the Participant's Income Support Payment has been suspended, this suspension is lifted when the Provider selects 'submit'.

If the Participant does not contact their Provider within 28 calendar days of their payment suspension date, their Income Support Payment will automatically be cancelled.

Where the TCF cannot be applied, but the Provider has determined the Participant has been non-compliant, refer to the [Targeted Compliance Framework Workflow supporting document](#).

(Deed Reference(s): Clauses 138.1 (d), 140.1 (a), 145.1)

## **12.5.4. Unemployment Failures**

### **Identifying a potential Unemployment Failure**

Providers have Deed obligations when they become aware (e.g. when an Employer notifies the Provider or the Provider receives information from the Department) that a Participant has become unemployed apparently as:

- a direct or indirect result of a voluntary act of the Participant, or
- a result of the Participant's misconduct as an employee.

For the purposes of this Guideline, the circumstances described above are referred to as 'a Participant potentially committing an Unemployment Failure'.

When the Provider discusses the circumstances of a potential Unemployment Failure with the Participant, in addition to whether or not the work was unsuitable (as discussed under the heading [Identifying a Work Refusal Failure](#)), the Provider must also consider the issues referred to below.

Was the unemployment due to the Participant's misconduct as an employee?

The Provider must, when they are in contact with the Participant (see below) discuss with the Participant the reasons they became unemployed and consider whether the Participant became unemployed as a result of the Participant's misconduct as an employee. The Provider must have regard to the following factors (as relevant) when assessing whether the Participant became unemployed as a result of the Participant's misconduct as an employee:

- **deliberate** failure by the Participant to produce/deliver a reasonable amount of work
- the Participant's unauthorised absence(s) from work without good reason
- the Participant's improper behaviour or practices, such as theft, assault or harassment of other employees
- deliberate actions by the Participant that cause serious risk to the health or safety of other employees, or
- deliberate actions that threaten the reputation, viability or profitability of the Employer.

Was the unemployment due to a voluntary act of the Participant?

The Provider must, when they are in contact with the Participant (see below) discuss with the Participant the reasons they became unemployed, and also consider whether the Participant became unemployed as a direct or indirect result of an act of the Participant that was voluntary. For example, a Participant will become unemployed as a direct result of their voluntary act if the Participant voluntarily resigns.

This will not be an Unemployment Failure if Services Australia considers the Participant's voluntary act was reasonable (for example, if the Participant resigned due to bullying or unsafe work practices or if, for any of the reasons listed under [Identifying a Work Refusal Failure](#), the work was unsuitable).

(Deed Reference(s): Clause 145.1)

### 12.5.5. Reporting a potential Unemployment Failure

Following a discussion with the Participant, the Provider must consider whether the Participant has committed a potential Unemployment Failure. See above under [Identifying a potential Unemployment Failure](#).

### Timeframe to report a potential Unemployment Failure

The Unemployment Failure report must be created and finalised within 20 Business Days of the incident date. If this does not occur (e.g. where the Provider does not become aware of the potential Unemployment Failure until after 20 Business Days have passed since the incident date), the Department's IT Systems will not allow the Unemployment Failure report to be finalised, meaning the potential Unemployment Failure will not be reported to Services Australia.

The incident date is the first full day a Participant is unemployed (e.g. if a Participant was dismissed due to misconduct, the incident date is the day after the day on which they became unemployed).

The steps that the Provider must follow after they have considered whether the Participant has potentially committed an Unemployment Failure are described below.

(Deed Reference(s): Clauses 138.1, 140.1)

## Contact attempt is successful on the same Business Day

Provider considers that the Participant has potentially committed an Unemployment Failure

If, after contacting the Participant on the same Business Day as becoming aware of the unemployment and discussing the circumstances of the potential Unemployment Failure with the Participant, the Provider considers the Participant has potentially committed an Unemployment Failure (see [Identifying a potential Unemployment Failure](#)), the Provider must create an Unemployment Failure report.



The Provider must create and finalise the Unemployment Failure report by undertaking the following steps in the Department's IT Systems by:

- selecting 'create compliance'
- selecting the Event Type from the drop-down menu as follows:
  - select 'job seeker dismissed for misconduct' where the Provider considers that the Participant became unemployed apparently as a result of the Participant's misconduct as an employee, or
  - select 'job seeker voluntarily leaves a job' where the Provider considers that the Participant became unemployed apparently as a direct or indirect result of a voluntary act of the Participant
- recording the incident date (discussed above)
- answering 'yes' to the question of whether they are in contact with the Participant
- selecting a reason from the 'Reasons not accepted' column of the drop-down menu. The Provider must select the reason that most closely aligns with the reason that the Participant gave as to:
  - why the Participant did the voluntary act (e.g. resigned) that led to their unemployment, or
  - why the Participant engaged in misconduct (or believed they did not engage in misconduct)

A full list of these drop-down menu options can be found in the [Unemployment Failure reason options supporting document](#).

- otherwise accurately answer the questions that will be automatically generated, and
- selecting 'create', which will send the Unemployment Failure report to Services Australia for investigation and subsequent decision.

(Deed Reference(s): Clauses 138.1, 140.1)

Provider considers that the Participant has not potentially committed an Unemployment Failure

No further action is required if the Provider:

- was in contact with the Participant on the Business Day on which the Provider became aware of the potential Unemployment Failure, and
- after discussing the circumstances of the potential Unemployment Failure with the Participant, considers the Participant has not committed an Unemployment Failure (see the discussion under [Identifying a potential Unemployment Failure](#) above).

Provider considers that the Participant has been non-compliant but the TCF cannot be applied

If, after contacting the Participant on the same Business Day as becoming aware of the unemployment and discussing the circumstances of the potential Unemployment Failure, the Provider, considers that the TCF cannot be applied (i.e. it is more than 20 Business Days since the incident date), but the Participant has potentially committed an Unemployment Failure, the Provider must take the steps in the 'TCF is not applicable' column in the [Targeted Compliance Framework Workflow supporting document](#).

## Contact attempt is not successful on the same Business Day

Providers must, where they become aware that a Participant has potentially committed an Unemployment Failure, attempt to contact the Participant on the same Business Day. If a Provider attempts to contact the Participant on that day, but the attempt is not successful, the Provider must undertake the following steps:



On the Business Day that the Provider becomes aware of the potential Unemployment Failure, the Provider must create the Unemployment Failure report by undertaking the following steps in the Department's IT Systems, by:

- selecting 'create compliance'
- selecting the Event Type from the drop-down menu that will appear as follows:
  - select 'job seeker dismissed for misconduct' where the Provider considers that the Participant became unemployed apparently as a result of the Participant's misconduct as an employee, or
  - select 'job seeker voluntarily leaves a job' where the Provider considers that the Participant became unemployed apparently as a direct or indirect result of a voluntary act of the Participant
- recording the incident date (discussed above)
- answering 'no' to the question of whether they are in contact with the Participant
- accurately answering the questions that will be automatically generated, and
- selecting 'create', which will create a draft Unemployment Failure report that the Provider must update when they are next in contact with the Participant.

Unlike the creation of a Work Refusal Failure report, the creation of an Unemployment Failure report does not trigger payment suspension under any circumstances. Therefore, to prompt the Participant to make contact in order to discuss the potential Unemployment Failure, the Provider must create a Provider Appointment for the Participant to participate in within 10 Business Days.

If the Participant participates in the Provider Appointment, the Provider must discuss the potential Unemployment Failure with them at that Provider Appointment.

If the Participant is in the Green Zone or Warning Zone and they do not participate in the Provider Appointment to discuss the potential Unemployment Failure, the Participant will receive notification that their Income Support Payment will be suspended after 2 Business Days if they do not make contact with their Provider. If the Participant does not make contact with their Provider within 2 Business Days, their Income Support Payment is suspended and they will receive notification of the suspension.

If the Participant is in the Penalty Zone and they do not participate in the Provider Appointment, their Income Support Payment will be suspended for failing to participate and they will receive notification that they should contact their Provider.

Income Support Payment suspensions act as a trigger to encourage the Participant to contact their Provider.

Once the Participant makes contact, the Provider must then discuss the potential Unemployment Failure with them in the same conversation and follow the steps as outlined in the sub-section below under the heading 'When there is contact with the Participant'.

If the Participant does not contact their Provider within 28 calendar days from the day on which their Income Support Payment is suspended, their Income Support Payment will automatically be cancelled.

(Deed Reference(s): Clauses 138.1, 140.1)

#### When there is contact with the Participant

Where there is contact with the Participant after the Business Day the Provider became aware of the potential Unemployment Failure, the Provider must update the draft Unemployment Failure report referred to above by following the steps set out below.



The Provider must update and finalise the Unemployment Failure report by undertaking the following steps in the Department's IT Systems:

- Selecting the edit option in the draft Unemployment Failure report. By doing so, the Provider is confirming that they are in contact with the Participant, and either:
  - if the Provider considers the Participant potentially committed an Unemployment Failure (see the discussion under the heading 'Identifying a potential Unemployment Failure' above):
    - selecting 'No' in response to the question of whether they accepted the reason given by the Participant. By doing so, the Provider is confirming that they have determined that the Participant has committed an potential Unemployment Failure, and
    - selecting a reason from the 'Reasons not accepted' column of the drop-down menu that will appear. The Provider must select the reason that most closely aligns with the reason that the Participant gave as to:
      - why the Participant did the voluntary act (e.g. resigned) that lead to their unemployment, or
      - why the Participant engaged in misconduct (or believed they did not engage in misconduct), and
    - selecting 'submit', which will send the Unemployment Failure report to Services Australia for investigation.

**OR**

- if the Provider considers the Participant did not potentially commit an Unemployment Failure (see the discussion under the heading 'Identifying a potential Unemployment Failure' above):
  - selecting 'Yes' in response to the question of whether they accepted the reason given by the Participant. By doing so, the Provider is confirming that they have



determined that the Participant has not committed an apparent Unemployment Failure

- selecting a reason from the 'Reasons accepted' column of the drop-down menu. The Provider must select the reason that most closely aligns with the reason that the Participant gave as to why the Participant became unemployed. A full list of these drop-down menu options can be found in the [Unemployment Failure reason options supporting document](#), and selecting 'submit', which will close the report (i.e. the report will not be sent to Services Australia for investigation).

If, after contacting the Participant and discussing the circumstances of the potential Unemployment Failure, the Provider, considers that the TCF cannot be applied (i.e. it is more than 20 Business Days since the incident date), but the Participant has potentially committed an Unemployment Failure, the provider must take the steps in the 'TCF is not applicable' column in the [Targeted Compliance Framework Workflow supporting document](#).

(Deed Reference(s): Clauses 138.1, 140.1)

### **12.5.6. Identifying Work Refusal Failures and potential Unemployment Failures for Transition to Work Participants**

If a Transition to Work Provider assesses that a Transition to Work Participant has committed a Work Refusal Failure or potentially committed an Unemployment Failure, they must refer the Participant to a Workforce Australia Provider. The Transition to Work Provider must:

- explain the impact of the failure to the Participant
- exit the Participant from Transition to Work and refer the Participant to a Workforce Australia Provider, and
- provide electronic evidence to the Workforce Australia Provider that supports the Transition to Work Provider's assessment that the Participant has committed a Work Refusal Failure or potentially committed an Unemployment Failure.

The Workforce Australia Provider must then comply with their Deed obligations in relation to that Participant, including those relating to Work Refusal Failures and potential Unemployment Failures.

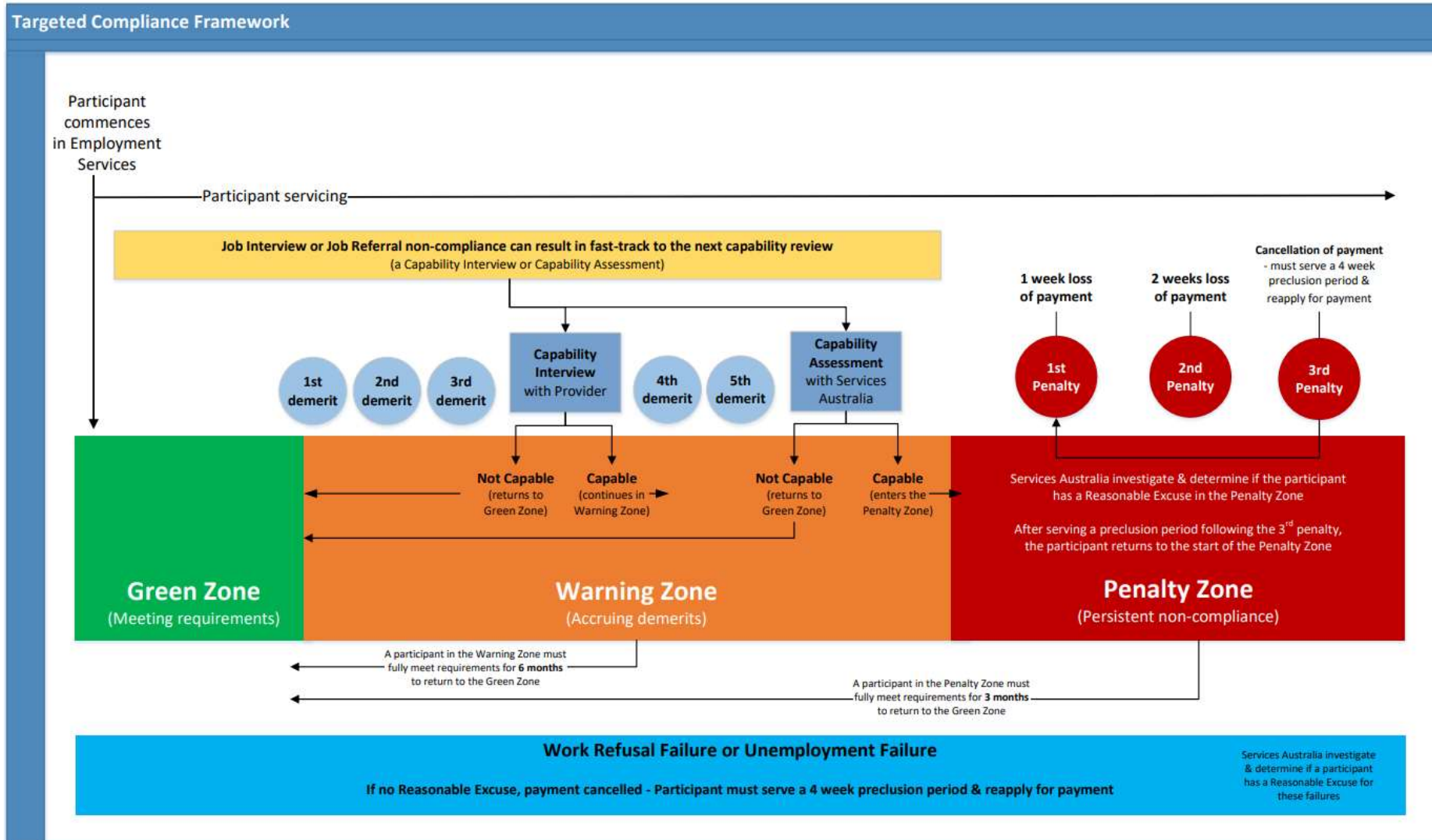
### **12.5.7. Summary of required Documentary Evidence**



Depending on the failure or apparent failure that has occurred, in addition to the evidence recorded in the Department's IT Systems, Documentary Evidence could include the following:

- notification of an Employment offer
- the format of the notification (i.e. SMS, email or letter)
- details of the job/Employer and/or details of the incident, including dates, the parties involved and what occurred, and
- evidence from a Transition to Work Provider (for Transition to Work Participants).

## Attachment 12A. Overview of the Targeted Compliance Framework



## Chapter 13. Activity Management

### Supporting Documents for this Chapter:

- [WHS Incidents and Insurance Readers Guide – Providers](#)
- [WHS Incidents and Insurance Readers Guide – Participants](#)
- [Workforce Australia Services Activities Information Sheet](#)
- [Risk Assessment Example Template \(optional\)](#)
- [Competent Person Register Example Template \(optional\)](#)

### 13.1. Chapter Overview

Participating in Activities helps Participants to improve their skills and motivation so they can find and keep Employment. Activities can also develop a Participant's ability to take directions from a Supervisor, work independently, communicate effectively, and work as part of a team.

This Chapter outlines the requirements for the Provider when setting up and managing Activities, which may also apply to other activities that do not have specific requirements in the Deed. Additional information on specific Activities can be found in relevant Activity Chapters.

The Provider is strongly encouraged to innovate and deliver activities that support diverse pathways to Employment. The Provider is able to develop and deliver custom activities tailored to Participants' needs in addition to the formal Activities detailed in these Guidelines.

**Note:** Participants are also able to arrange and report on some self-initiated activities and tasks.

### 13.2. Identifying suitable Activities for Participants

Activities can generally be undertaken at any time where the Provider and Participant agree that the Activity will address the Participant's Vocational Barriers and/or Non-vocational Barriers, and improve their work readiness and progress towards Employment.

In identifying suitable Activities, the Provider must consider how the Activity will address the Participant's Vocational Barriers and/or Non-vocational Barriers, improve their work readiness and help support the Participant to progress towards Employment, and is appropriate for the Participant's individual circumstances and work capacity.

The Provider must ensure that Participants are provided with a choice of Activities, except when they are referred to an Activity for:

- their Mandatory Activity Requirement, or
- a Reconnection Requirement.

Refer to [Reconnection Requirements](#) and the [Mandatory Activity Requirement](#) for more information.

The Provider must not arrange any Activity for any Participant to participate in, or refer any Participant to any Activity, where the Activity may involve:

- the Participant undertaking any Services that the Provider is contracted to deliver under the Deed or any Head Licence, or any other contract or arrangement between the Provider and the Department or another Government department or agency;

- an illegal activity or the Participant undertaking tasks that the Participant is not permitted to do under the law (e.g. a task can only be undertaken by a licensed person and the Participant does not hold that licence)
- the Participant undertaking tasks or working for any:
  - organisation owned or controlled by the Participant; or
  - Family Member of the Participant
- the participant displacing an existing employee of the Host Organisation or undertaking work that would reduce an existing employee's hours of work (full-time, casual, or part-time), including reducing an existing employee's customary overtime;
- the Participant undertaking tasks associated with the sex industry or involving nudity (including retail or hospitality positions);
- the Participant undertaking tasks directly involving gambling; and/or
- in the case of any Specified Activity, the Participant undertaking tasks in the Participant's own home.


Information on any specific eligibility criteria for Activities is contained in relevant Activity Chapters.

(Deed Reference(s): Clauses 120)

### 13.3. Arranging Activities

- ✚ The Provider is reminded of the importance of complying with its obligations relating to work health and safety set out in Chapter B3.2 of the Deed, and must ensure that Activities do not proceed where work health and safety issues cannot be addressed.

As early as possible and for the duration of a Participant's Period of Registration, the Provider must arrange Activities for Participants according to their individual needs, including referral to Complementary Programs, other non-vocational interventions, Education, training and other opportunities.

-  For guidance on establishing and managing Activities in the Department's IT Systems please refer to the Department's training resources.

The Provider is responsible for supporting Participants to undertake Activities that count towards their Points Target and help them to meet their Points Requirements and any other Mutual Obligation Requirements.

The Provider may refer Participants to Activities arranged by the Department or Workforce Specialists and may also arrange a broad range of other activities. Examples of other activities the Provider may consider arranging include job search clubs, parenting courses, group information sessions, résumé writing sessions and interview preparation sessions. More information on the requirements for these activities to count towards Points Based Activation System (PBAS) is available in [Job Plan and Mutual Obligations Requirements Chapter](#).

Further information on the Provider responsibilities in relation to arranging Activities is located in the Deed and in the relevant Chapter for each Activity type.

(Deed Reference(s): Clauses 107.3, 111.1, 120)

## 13.4. Collaboration with other providers and community organisations

The Provider should seek to develop and maintain effective relationships with Complementary Program providers and Other Service Providers in its Employment Region(s) so as to ensure the successful delivery of programs and Activities.

The Provider must also engage with other organisations and services in its Employment Region(s) to ensure delivery of a comprehensive range of activities and support for Participants that address their Vocational Barriers and Non-vocational Barriers. This includes, but is not limited to, engaging with private and community-based service providers, education and training institutions, healthcare organisations and local governments.

(Deed Reference(s): Clauses 90.1 and 120.4)

## 13.5. Engaging with Host Organisations

- ✚ The Provider must ensure Host Organisations meet all Host Organisation eligibility and work health and safety requirements.

The Provider should seek to engage with a range of businesses, other employment services providers and community organisations to arrange Activities that prepare Participants to meet Employers' needs.

Some Specified Activities arranged by the Provider are hosted by a Host Organisation, including:

- Observational Work Experience
- Provider Sourced Voluntary Work
- Work for the Dole
- NonGovernment Programs

The term Host Organisation specifically excludes the following:

- an Employability Skills Training (EST) Provider in relation to its delivery of an EST Course
- a Career Transition Assistance (CTA) Provider in relation to its delivery of a CTA Course
- a Local Jobs Program (LJP) Activity Host in relation to its delivery of a LJP Activity
- a Launch into Work Organisation in relation to its delivery of a Launch into Work Placement
- a Workforce Australia - Workforce Specialist in relation to its delivery of a Workforce Specialist Project
- a Skills for Education and Employment (SEE) Provider in relation to its delivery of a SEE Training Course.

### 13.5.1. Eligible Host Organisations

The Provider must **not** arrange, or refer any Participant to, any Activity that is hosted by a Host Organisation that:

- Does not have a valid ABN
- has engaged in any illegal operations or promotes or condones any form of unlawful conduct
- has been or is associated with the sex industry
- promotes or condones gambling that the Department deems inappropriate

- promotes or condones any form of violence, self-harm or suicide
- promotes or condones any form of discrimination, including on the grounds of race, ethnic group, language, sex, religion or disability; and/or
- provides any other service or conducts themselves in a manner that is likely to bring the Participant, the Provider or the Department into disrepute.

If the Provider suspects or becomes aware that a Host Organisation has engaged in any conduct described in the list above, the Provider must:

- ensure that no Participant commences participating in, or continues to participate in, any Activity that the Host Organisation hosts;
- Notify the Department immediately and provide information as requested by the Department, and
- if requested by the Department, cease or vary the Activity

The types of organisations which can be a Host Organisation for a particular Activity type and any additional eligibility requirements are provided in the relevant Activity specific Chapter.

Eligible Host Organisations can host more than one Observational Work Experience Placement, Work for the Dole Project, Work for the Dole Placement and/or Voluntary Work Placement concurrently where they meet the requirements for each relevant Activity type.

### 13.5.2. Host Organisation Agreements

The aim of Host Organisation Agreements between the Provider and a Host Organisation (and, where applicable, the Participant) is to assist all parties to understand their rights and obligations in relation to the provision of, and participation in, Activities.

The Provider must arrange the following Activities under a Host Organisation Agreement:

- Observational Work Experience
- Provider Sourced Voluntary Work
- Work for the Dole.

For the Activities listed above, the Provider must discuss with the Host Organisation, and document in the relevant Host Organisation Agreement, all the Host Organisation's obligations, regarding the relevant Activity.

The obligations that the Provider must impose on the Host Organisation in relation to a particular Activity will depend on the type of Activity in question and the provisions of the relevant template Host Organisation Agreement issued by the Department in relation to that type of Activity. The Provider should ensure that the obligations imposed on the Host Organisation under any Host Organisation Agreement are sufficient to enable the Provider to comply with its obligations under the relevant Head Licence. The Provider retains the risk of any non-compliance with any of its Head Licence obligations, regardless of the terms of any Host Organisation Agreement. To assist the Provider to comply with its obligations under its Head Licence, the Provider must ensure that each Host Organisation Agreement includes the following (at a minimum):

- details of the proposed Activity that the Host Organisation must provide, including details of the tasks that will be undertaken by Participants while participating in the Activity;
- details of how the Host Organisation will support and accommodate varying Participants' needs and capabilities (including work restrictions);

- details of the Supervision that the Host Organisation must provide while Participants are participating in the relevant Activity;
- details of training and induction that must be provided to Participants before they commence participation in the relevant Activity and/or before they commence undertaking particular tasks as part of their Participation in the relevant Activity (and which party will be providing the training and induction);
- where any of the Participants participating in the relevant Activity require their attendance to be recorded in the Department's IT Systems in order to meet their Mutual Obligation Requirements, details of the Host Organisation's obligations regarding the recording and reporting to the Provider of the Participant's attendance at, and participation in, the relevant Activity; and
- details of the Host Organisation's obligations in relation to work health and safety and incident reporting.



Host Organisation Agreement templates for individual Activities can be found on the Provider Portal or generated via the Department's IT Systems where relevant.

The Host Organisation Agreement must be signed by all relevant parties before the Participant commences in the Activity.



The Provider must retain evidence (either hard copy or soft copy) of Host Organisation Agreements and any other required Documentary Evidence.

### 13.5.3. Misuse of programs

If the Provider suspects or becomes aware that a Host Organisation has breached a Host Organisation Agreement, the Provider must immediately Notify the Department and provide information about the relevant breach as requested by the Department.

Where the Department determines that a Host Organisation has engaged in any conduct described above in [Eligible Host Organisations](#), the Department may give a direction to the Provider that the Provider must not arrange, and/or must not refer any Participants to, any Activities hosted by that Host Organisation. If the Department gives such a direction, the Provider must immediately comply with the direction.

## 13.6. Referrals and Commencement of an Activity


When identifying appropriate Activities for a Participant, the Provider must ensure the Activity is suitable and safe, will assist the Participant to progress towards Employment and accounts for the Participant's individual circumstances and capacity.

The Provider must not refer a Participant to an Activity unless the Provider has first:


- confirmed that the Participant is eligible to participate in the Activity, noting that certain Activities have particular eligibility requirements. Information on any specific eligibility criteria for a particular Activity is contained in the relevant Chapter below relating to that Activity;
- confirmed that the Activity is appropriate for the Participant, taking into account the individual needs and circumstances of the Participant, including:
  - the Participant's education, experience, skills and age;
  - the Participant's capacity to undertake the Activity;

- the Participant's strengths, as well as any barriers they have, to participating in the Activity;
  - the impact of any disability, illness, physical or mental health condition or other non-vocational issue that the Participant has, including drug and alcohol dependency, on the Participant's ability to participate in the Activity;
  - any Risk Assessment;
  - the Participant's preferences and employment goals, where possible; and
  - any other matters that the Provider considers relevant to the Participant's circumstances;
- explained to the Participant when to commence participating in the Activity, and the consequences of not commencing the Activity on time;
  - explained to the Participant the frequency of the Contact that the Participant must have with the Provider while they are participating in the Activity; and
  - advised the Participant where they can access the WHS Incidents and Insurance Readers Guide – Participants for Work Health and Safety guidance.

For Mandatory Activity referrals into Work for the Dole, the Provider must, in consultation with the Participant, update a Participant's Job Plan with information about the selected Activity. Further information on the Job Plan can be found in the [Job Plan and Mutual Obligations Requirements Chapter](#).

 the Provider must record details of each Activity in the Department's IT Systems, including: details of the Participants referred to or placed in the Activity; and the required hours of participation for each Participant.

### 13.6.1. Setting up Activities in the Department's IT Systems

 For guidance on establishing, scheduling and managing Activities in the Department's IT Systems please refer to the Department's training resources.

## 13.7. Managing participation in an Activity

The Provider must support each Participant to fully engage in any Activity they choose or to which they are referred.

While the Participant is undertaking an Activity, this includes the Provider:

- complying with its work health and safety obligations. For Specified Activities this includes the Provider or Host Organisation ensuring the provision of training, equipment and clothing and the Provider checking the availability of appropriate facilities (such as toilets and access to drinking water) at the Specified Activity location
- complying with its obligations in relation to providing or ensuring adequate and appropriate Supervision so that relevant Participants are undertaking appropriate tasks and operating in a healthy and safe environment;
- meeting with or contacting the Participant to obtain feedback on their progress, and check whether the Participant has any complaints or safety concerns regarding the Activity, or any WHS incidents to report;
- ensuring that the Participant is benefiting from the Activity, enhancing their Employment prospects and is not being exploited;



- minimising disruptions where a Participant is attending an Activity (e.g. arranging Provider appointments outside Activity times where possible); and
- monitoring the Participant's progress, attendance, behaviour and satisfaction with the Activity.

(Deed Reference(s): Clauses 79.6, 120.6, 121, 122, 123 and 124)

### 13.7.1. Transport to and from Activities

Participants will generally be expected to source their own transport to and from an Activity. However, the Provider must arrange transportation for a Participant to and from an Activity in where:

- the Participant does not have access to a vehicle or does not have a driver's licence, and alternative transport options such as public transport are not available;
- the Activity is at an isolated location;
- access to the Activity is along an unsealed road or track; or
- the Activity has a residential or overnight accommodation component.

If Providers are transporting Participants to or from an Activity, this must be included in the Risk Assessment of the Activity.

### 13.7.2. Recording and Monitoring Attendance at Activities

Information regarding attendance recording and monitoring requirements is available in the [Job Plan and Mutual Obligations Requirements Chapter](#). Some individual Activities have specific requirements regarding attendance. Please refer to individual Activity Chapters for more information where relevant.

### 13.7.3. Assistance with Activity Costs

Providers may be able to seek reimbursement for some eligible Activity costs through the Employment Fund. Work for the Dole Payments are also available for Work for the Dole Activities and are designed to offset the running costs of a Work for the Dole Activity for the Provider and the Host Organisation. Refer to the Employment Fund Chapter for more information.

## 13.8. Completion of Activities



The Provider must record a range of details when a Participant completes an Activity in the Department's IT Systems.

At the completion of a Participant's participation in an Activity, the Provider must record the following information in the Department's IT Systems:

- the reason the Participant ceased participating in the Activity (completion exit reason);
- the last date on which the Participant participated in the Activity (end date);
- the number of hours the Participant participated in the Activity, where relevant;

## 13.9. Managing work health and safety for Activities

The Provider must at all times ensure that the Services are carried out in a safe manner, including ensuring that all Participants are in a safe environment when participating in Activities (including Specified Activities and any other activities that the Provider has arranged or referred a Participant to). In addition, the Provider must:

- in carrying out its obligations under the Deed and any Head Licence; and
- ensure that its Personnel, Subcontractors, Third Party IT Vendors and agents, in carrying out activities related to the Deed and any Head Licence, comply with all relevant laws and requirements of any Commonwealth, state, territory or local authority, including the WHS Laws.

The Provider is required to ensure that each Participant is aware of the process to lodge a complaint or voice safety concerns about an Activity. Where the Provider becomes aware of safety concerns, including those raised by a Participant, that cannot be addressed, the Provider must ensure that the Participant immediately ceases participation in the Activity.

(Deed Reference(s): Clauses 79.6, 120.6 and 120.10)

### 13.9.1. Ensuring Work Health and Safety measures are in place

Before arranging, or referring any Participant to an Activity, the Provider must confirm:

- that the Activity is not prohibited under relevant state and territory laws;
- its delivery is permitted under the Deed and any Head Licence, and any Guidelines;
- the Host Organisation, where relevant, is complying with all work health and safety requirements in the relevant state and territory; and
- its delivery is in line with any advice provided by local authorities.

**Example:** Host Organisations must have COVID-Safe plans (or similar) in place in accordance with the requirements specified by the relevant state or territory.

The Provider must take all reasonable steps to minimise the likelihood of injury to Participants and any other people at any location at which an Activity is being conducted.

Depending on the Activity, support may be available to assist Participants with costs related to engaging in an approved Activity through the Employment Fund, such as personal protective equipment. Refer to the [Employment Fund Chapter](#) for further information.

The Provider must consult, coordinate and cooperate as appropriate with relevant parties including but not limited to the Department, Host Organisations, Launch into Work Organisations and LJP Activity Hosts to ensure that any work health and safety issues in relation to an Activity are appropriately managed.

(Deed Reference(s)(s): Clause 79.6)

### 13.9.2. Managing work health and safety on Specified Activities

The Provider must, in accordance with the Deed, any Head Licence and these Guidelines, meet their obligations to ensure work health and safety measures are in place for Specified Activities.

Specified Activities are:

- Launch into Work Placement
- LJP Activities arranged by the Provider
- Observational Work Experience Placements
- Non-Government Programs
- Provider Sourced Voluntary Work
- Work for the Dole Placements
- Work for the Dole Projects.

The Provider must ensure that there is a safe system of work in place for each Specified Activity, both prior to the commencement of and throughout the Specified Activity, including, where a Host Organisation is engaged by the Provider, that the relevant Host Organisation is complying with all work health and safety requirements in the jurisdiction in which the Specified Activity occurs.

The Provider must take all reasonable steps to minimise the likelihood of injury to Participants and any other people at any location at which a Specified Activity is being conducted.

(Deed Reference(s): Clause 121.1)

### 13.9.3. Conducting Risk Assessments for Specified Activities

The Provider must meet their Deed, Head Licence and Guideline obligations with regards to Risk Assessments for Specified Activities. This includes Specified Activities where the Provider is the Host Organisation.

- ✚ The Provider must ensure that Activity Risk Assessments and Participant Risk Assessments are undertaken by Competent Persons, updated as necessary and meet relevant laws and departmental policies and procedures on work health and safety. If the Provider does not itself have a Competent Person, it must engage a Competent Person for this purpose.

There are 2 types of Risk Assessment that must be conducted in relation to a Specified Activity:

- Activity Risk Assessment - a risk assessment in relation to a potential or actual Specified Activity, which is undertaken and/or updated in accordance with any Guidelines (including these Guidelines).
- Participant Risk Assessment - a risk assessment in relation to each Participant's involvement in a Specified Activity, which is undertaken and/or updated in accordance with any Guidelines (including these Guidelines).

**Note:** Where the term Risk Assessment is used, it refers to the Activity Risk Assessment and a Participant Risk Assessment. The Competent Person arranged by the Provider to undertake the Risk Assessments may document an Activity Risk Assessment and a Participant Risk Assessment in a single document, so long as all requirements specified in these Guidelines in relation to the documentation of both Risk Assessments are met.

The purpose of the Risk Assessment process is to:

- determine whether an Activity is suitable to proceed, before the Provider refers any Participants to the Activity;
- identify potential risks associated with the tasks that will be undertaken by Participants while they are participating in the Activity; and

- identify if the Activity is suitable for the relevant Participant(s) who is referred to the Activity, including identifying any risks that may arise from a Participant's personal circumstances.

The Provider must ensure a Competent Person conducts and documents the Risk Assessment before a Specified Activity commences.

## Activity Risk Assessment

The Provider must, in accordance with any Guidelines (including these Guidelines) undertake an Activity Risk Assessment of:

- subject to the following paragraph, every Specified Activity it has arranged; and
- any Local Jobs Program Activity where the Provider is the Local Jobs Program Activity Partner, and
- any Launch into Work Project Activity where the Provider intends to place a Participant on their Caseload into the Activity

before the start of the Specified Activity.

The Provider must confirm that an Activity Risk Assessment has been undertaken for any Specified Activity conducted by any:

- Local Jobs Program Activity Host (where the Provider is not the Local Jobs Program Activity Partner);
- Workforce Australia - Workforce Specialist;
- EST Provider;
- CTA Provider;
- Work for the Dole Host Organisation (where the Provider is not the Arranging Provider),

in which a Participant on the Provider's Caseload has been placed.

## Participant Risk Assessment

Subject to the exception noted below, the Provider must, in accordance with any Guidelines (including these Guidelines), undertake a Participant Risk Assessment for each Participant, with regard to their potential participation in any Specified Activity, before their commencement in the Specified Activity.

The Provider is not required to undertake a Participant Risk Assessment for any Participant in relation to their participation in a Specified Activity arranged by a Workforce Specialist. The Provider must confirm that a Participant Risk Assessment has been undertaken for any Specified Activity arranged by a Workforce Specialist in which a Participant on the Provider's Caseload has been placed.

## Risk Assessment considerations

The Provider must ensure that each Risk Assessment undertaken or arranged by the Provider takes into account:

- the role of the Host Organisation, or LJP Activity Host, or Launch into Work Organisation;
- relevant Participant(s); and

- the relevant working environment,

with regard to the following factors:

- the nature and location of the tasks to be undertaken by a Participant, such as whether the Specified Activity is:
  - in a non-public area (e.g. a private residence worksite with a tradesperson)
  - with a sole trader (e.g. a butcher or hairdresser who operates from a small shop or private residence)
  - working alone with another person
  - with alternative hours of work (for example, early starts, night work)
  - working in a labour hire environment in one or more different workplaces
- the Participant's personal circumstances (that is, working capabilities, any health or other personal issues and level of experience)
- the level of Supervision required
- the nature, cause and likelihood of any risk(s)
- the consequences of an incident
- effective controls, including training and Personal Protective Equipment.

**Example:** The Provider would need to consider the risks of placing a Participant with medical needs in an Activity in an isolated location to ensure this is a suitable placement for the Participant.

## Reviewing, maintaining and updating Risk Assessments

The Provider must review risks regularly and take appropriate action on those risks where required.

As part of its obligation to ensure that there is a safe system of work in place for each Specified Activity, the Provider must determine, and ensure there are implemented, appropriate actions to mitigate the identified risks after conducting or updating any Risk Assessment.

Where the Provider becomes aware (including based on an Activity Risk Assessment) that it cannot ensure that there is a safe system of work in place at a Specified Activity, the Provider must:

- if the Provider was intending to arrange the Specified Activity, not arrange the Specified Activity;
- not refer any Participants to the Specified Activity; and
- if the Provider has already referred any Participant to the Specified Activity, immediately ensure that the Participant ceases participation in the Specified Activity.

Where the Provider becomes aware (including based on a Participant Risk Assessment) that it cannot ensure that there is a safe system of work in place for any Participant participating in any Specified Activity, the Provider must:




- not refer the Participant to the Specified Activity; or
- if the Provider has already referred the Participant to the Specified Activity, immediately ensure that the Participant ceases participation in the Specified Activity.

The Department may, at any time and at its absolute discretion, give a direction to the Provider in relation to an Activity, proposed Activity or type of Activity, including a direction that an Activity must be ceased or varied.

(Deed Reference(s): Clauses 120.5 and 121.1)

Example Risk Assessment Templates and checklists are available on [the Provider Portal](#).

Please note, the Provider must also refer to specific Activity Chapters in this Handbook for any further details or requirements regarding Risk Assessments that may be in addition to the requirements outlined in this Chapter.


-  The Provider has the discretion to determine how they document their Risk Assessments. A verbal Risk Assessment does not meet the Department's requirements.
-  The Provider must retain Records of each Risk Assessment and any action taken in accordance with each Risk Assessment. The Provider must provide these Records to the Department if requested.
-  The Provider must retain Records identifying any Competent Person(s) that it engages to conduct any Risk Assessment. These Records must include the name and a description of the training, qualification or experience of the Competent Person. The Provider must provide these Records to the Department upon request. A Competent Person(s) Register template is available on the Provider Portal, however, use of this template is not mandatory.

(Deed Reference(s): Clause 122)

### 13.10. Supervision requirements

The Provider must, in accordance with the Deed, their Head Licence and these Guidelines, meet their obligations with regard to Supervision for Activities the Provider arranges for Participants. 'Supervision' means the action or process of directly monitoring and managing Participants participating in Activities.

**Note:** Supervisors may be engaged/employed by the Provider or a Subcontractor to supervise Activities (including Specified Activities or any other activities arranged by the Provider), or may be engaged/employed by Host Organisations to supervise Activities that they provide. Launch into Work Organisations, LJP Activity Hosts, Workforce Australia - Workforce Specialists, CTA Providers and EST Providers are responsible for organising Supervision in relation to Activities they provide and for conducting relevant checks on their Personnel and Supervisors prior to their involvement.

-  The Provider must ensure that it or, where relevant, each Host Organisation, provides adequate and appropriate Supervision so that the relevant Participants are undertaking appropriate tasks and operating in a healthy and safe environment.

The Provider must ensure that there is Continuous Supervision provided over the entire duration of any Activity where it involves:

- people who are elderly, disabled or otherwise vulnerable, or
- Children (excluding other Participants).

The Provider must also ensure that the Continuous Supervision is provided over the entire duration of any Activity where the Provider otherwise considers that Supervision should be continuous having regard to the nature of the tasks to be undertaken, the potential Participants in the Activity and any risks identified in the relevant Risk Assessment.

The Provider must ensure that all Supervisors and relevant Personnel have had checks as specified in the Checks and Reasonable Care clauses of the Deed and the [Background Checks](#) section, and

Supervisors have met any additional statutory requirements before being given responsibility for the Supervision of Participants.

The Provider must ensure that each Supervisor, whether engaged by the Provider, a Subcontractor or a Host Organisation, is aware of the requirement to notify the Provider of:

- the non-attendance at all relevant Activities; and
- any other non-compliance in connection with the Activities,

of a Participant as soon as practicable.

With the exception of Work for the Dole, the Employment Fund may be used to pay for Supervisor costs, if the costs are associated with the actual supervision of Participants on the Activity and not for any other tasks or services already paid for under the Deed. Refer to [the Employment Fund Chapter](#) for further information on what can be claimed through the Employment Fund and the Documentary Evidence requirements.

### 13.10.1. Supervision requirements for Specified Activities

In addition to the above, for the Specified Activities detailed in clause 124.3 of the Deed, as well as Non-Government Programs, arranged by the Provider, the Provider must ensure that all Supervisors and relevant Personnel of the Provider, any Host Organisation or any Subcontractor who has direct involvement (including where they have close contact with Participants) in the Activity:

- is a fit and proper person to be involved in the relevant Activity;
- has a high level of skill/knowledge, training and/or experience in:
- each part of the Activity they are involved in; and
- working with, training and supervising individuals in such activities; and
- has relevant work health and safety training.

(Deed Reference(s): Clauses 80, 124)

### 13.10.2. Background checks

Providers must, in accordance with the Deed, their Head Licence and these Guidelines, and their local jurisdictional requirements, establish whether the nature of an Activity requires Participants and/or Supervisors and/or relevant Personnel to have checks, and arrange those checks if required to do so.

For the purpose of these Guidelines, 'checks' refers to criminal records checks, Working with Children checks and/or Working with Vulnerable People checks.

Activities arranged by the Provider that require checks include those where:

- legislation requires checks to be conducted
- the Activity is subject to industry standards or legal requirements that mean Participants cannot have been convicted of particular crimes
- the Participant and/or Supervisor will have regular or unsupervised contact with Children, the elderly or other classes of vulnerable people
- the Activity is otherwise specified by the Department as requiring checks.

Unless notified otherwise by the Department, the Provider must arrange and pay for any checks to be completed before arranging for, or allowing the Participant to participate in any Activity.

The obligation set out in clause 80.1 of the Deed does not apply to Activities delivered by Workforce Australia - Workforce Specialists, CTA Providers and EST Providers, SEE Provider, Launch into Work Organisations (except where the Launch into Work Organisation asks the Provider for assistance in arranging and paying for employer-required checks) and LJP Activity Hosts.

Where the Provider has an obligation to undertake a check, the Providers must contact the relevant organisation/s in their state or territory to arrange for the check to be completed. Checks must be arranged in line with the relevant state and territory rules and regulations.

Checks may take some time to complete. Where required, Providers should identify interim or alternative Activities for Participants awaiting the outcomes of the checks.

Where checks show that Participants or Supervisors must not participate in particular Activities, they are no longer eligible and are excluded from participation in or Supervision in that particular Activity. Alternative Activities should be suggested to the Participant. Please note, exclusion from a particular Activity - such as a specific Work for the Dole activity - may not necessarily mean the Participant is unsuitable for all other Work for the Dole activities.

The results of checks contain Personal Information. The Provider must comply with its Deed obligations in relation to such Personal Information, including obligations relating to the use and disclosure of the Personal Information. Additional information regarding disclosure of information and privacy considerations can be found in [Part A Guidelines: Privacy Chapter](#).

If an Activity is repeated or a Participant is to engage in another Activity in the future, Providers must ensure the checks conducted are still valid. Further checks must be conducted where required or where an initial check is no longer valid.

Providers may be able to seek Reimbursement through the Employment Fund for costs associated with Participant checks for Activities. Costs associated with checks for Supervisors or Work for the Dole Participants cannot be claimed through the [Employment Fund](#).

(Deed Reference(s): Clauses 80 and 124)

### **13.11. Managing Activity-related Incidents**

The Provider must Notify the Department as soon as possible of any incident involving an Activity where a Participant is in attendance (including travel to, from or during an activity), including:

- any Critical WHS Incidents (including in relation to a Participant or member of the public), which must be reported within one hour

A 'Critical WHS Incident' has the same definition as a Notifiable Incident under the WHS Act and means an incident that results in the death of a person, a serious injury or illness of a person, or a dangerous incident.

A dangerous incident is an incident that exposes a person to a serious risk to health or safety due to an immediate or imminent exposure to electric shock, spillage/leakage of a substance, uncontrolled implosion, explosion or fire.

Examples of Critical WHS Incidents include:



- injuries requiring immediate treatment as an in-patient in a hospital,
- a serious head or eye injury,
- a serious burn,
- spinal injury, or
- amputation of any part of the body.

Please refer to the relevant clauses in the WHS Act.

- any Non-critical WHS Incidents, which must be reported on the same day

A 'Non-critical WHS Incident' is any incident that relates to a work, health and safety issue or near miss, but is not a Critical WHS Incident. Non-Critical WHS Incidents include incidents such as those involving:

- non-serious injury requiring first aid and/or assistance from a medical practitioner,
- minor property damage, or near misses that could have resulted in serious or non-serious injury, and
- any other WHS incidents that are non-Critical that may impact upon a Participant or the Department or bring the Provider or the Services into disrepute.

(Deed Reference(s): Clause 123.1)

- ✚ The Provider is required to Notify the Department of all Activity-related accidents or near misses that happen to Participants or other people in accordance with these Guidelines. Refer to the [WHS Incidents and Insurance Readers Guide - Providers](#) available on the Incidents and Insurance page on the Provider Portal).

When an incident occurs:


- appropriate medical attention, including contacting emergency services depending on the nature of the incident, should immediately be provided by the Supervisor
- the Supervisor must try and protect any other Participants and other people at the Activity from unnecessary trauma, where possible
- the relevant WHS Regulator must be notified of the incident if it results in the death or serious injury, in accordance with laws of the relevant state or territory
- the relevant WHS Regulator must be notified of any dangerous incident that exposes someone to a serious risk, even if no one is injured, in accordance with laws of the relevant state or territory
- any directions by a WHS Regulator must be followed
- a [WHS Employment Assistance Program Incident Report](#) available on the Incidents and Insurance page (on the Provider Portal), must be completed by the Host Organisation when the incident involves a Participant's accident, injury, death or near miss
- the Provider must complete a [Public and Products Liability Incident Report](#), available on the Incidents and Insurance page (under 'Provider Operations' tab of the Provider Portal), when a third party alleges a Participant has been negligent and caused accident, injury or death, or property damage. The [Public and Products Liability Claim Form](#) must be completed by the Provider when a third party is making an insurance claim as a result of a reported incident.

Following submission of any incident reports, the Provider will receive confirmation of successful submission and a copy of the information will be sent to the relevant areas of the Department.

An incident may result in the Department issuing safety recommendations to the Provider and/or Host Organisation (or LJP Activity Host) to ensure the risk of the same incident being repeated is reduced or eliminated, if possible. The Provider has an obligation to comply with the Department's directions relating to any Activity (see Deed clause 120.5).


It is imperative that Participants have access to reporting mechanisms in the event they wish to report an incident, lodge a complaint or provide positive/constructive feedback confidentially. The Provider must ensure that there is an internal, impartial and easily accessible complaints mechanism that can be used by Participants regardless of the nature of the complaint.

(Deed Reference(s): Clauses 38.1, 79.6, 79.7 and 123.1)

-  The Provider is required to submit the WHS Incident Report form on the Department's IT Systems on the same day as the Provider becomes aware of any incident referred to in this section. In the event the WHS Incident form is unavailable, the Provider must complete and submit the WHS Employment Assistance Program Incident Report form.

### 13.11.1. Work health and safety incidents


Where an incident includes any accident, injury or death occurring during the Activity, or direct travel to or from an Activity, including in relation to a Participant or a member of the public, the Provider must also, as soon as possible, and on the same day, give full details of the accident, injury or death to the Department in the form specified in these Guidelines.

-  Detailed information on notifying the Department with regard to WHS Incidents is included in the [WHS Incidents and Insurance Readers Guide - Providers](#) on the Incidents and Insurance page under the 'Provider Operations' tab of the Provider Portal.

(Deed Reference(s): Clause 123.2)

The Provider must notify the Department of Critical WHS Incidents within one hour via telephone and followed by formal written notification to the Provider Lead that give full details of the accident, injury or death to the Department.

The Department must be notified of Non-critical WHS Incidents by the Provider as soon as possible and on the same day by completing the WHS Incident Report Form.

-  The Provider is required to submit the WHS Incident Report form on the Department's IT Systems on the same day as the Provider becomes aware of any incident referred to in this section. In the event the WHS Incident form is unavailable in the Department's IT Systems, (the Provider must complete and submit the WHS Employment Assistance Program Incident Report form. The relevant forms to support Supervisors and Host Organisations to submit a WHS Incident Form are available on the [Incidents and Insurance page on the Provider Portal](#).

-  The Provider must maintain records of WHS incidents.

### Other Incidents

Any other incidents that are non-serious that may impact upon a Participant or the Department or bring the Provider or the Services into disrepute must be reported to the Department within 24

hours. A WHS incident may also be considered a challenging behaviour incident. In these cases, the Provider may need to submit a WHS incident form and also Job Seeker Incident Report in accordance with Deed requirements.

The Provider must report any instances of misconduct or threatening behaviour via the 'Job Seeker Incident Report'. See [Part A Guidelines: Servicing Participants with Challenging Behaviours Chapter](#).

## All Incidents – both Personal Accident and Public and Products Liability


Providers must Notify the Department of any incident that may result in a liability claim (irrespective of whether a claim is being made at the time).


The Provider must also comply with any instructions issued by the Department or the Department's insurance broker. Detailed information in relation to the process for reporting incidents that may result in liability is available in the [WHS Incidents and Insurance Readers Guide - Providers](#).

The Department's personal accident liability insurance provides coverage when a Participant is injured while participating in an approved Activity, including direct travel to, from or during such Activities.

The Department's public and products liability insurance provides coverage results when a third party alleges a Participant has been negligent and caused an accident, injury or death, or property damage, while participating in an Activity.

The Provider must, when requested by the Department's insurance broker, provide full details to the insurance broker of any incident that may or does result in a liability claim. The insurer is responsible for determining liability. The Providers must not admit fault or accept responsibility for any alleged negligence that may or does result in a third party claim.

 Forms for the Provider to complete to Notify the Department of any personal accident or public and products liability incidents are available on the [Incidents and Insurance page on the Provider Portal](#).

 The Provider must maintain a copy of all incident notifications and records for supporting evidence in any insurance claims

### 13.11.2. Insurance coverage for Participants

The Provider must, in accordance with the Deed, comply with any instructions issued by the Department or the Department's insurance broker, and these Guidelines, in relation to insurance purchased by the Department for Participants involved in Activities.

The Department purchases the following insurance policies to cover Activities:

- Personal Accident insurance - covers the Participant in respect of personal injury or death that occurs while undertaking Activities, including direct travel to, from or during such Activities
- Public and Products Liability insurance for Participants - covers the legal liability of the Participant arising out of their negligence that causes personal injury to a third party, or damage to a third party's property, while participating in approved activities
- Public and Products Liability insurance for Work for the Dole Activities - covers the legal liability of Host Organisations who are receiving assistance from Participants undertaking

Community Support Projects which would otherwise be denied under the Host Organisation's own insurance policies.

Further information on the insurance purchased by the Department to cover Participants undertaking Activities is in the [WHS Incidents and Insurance Readers Guide – Providers](#), with copies of the insurance policies also on the [Incidents and Insurance page of the Provider Portal](#).

Information for Participants about insurance is included in the [WHS Incidents and Insurance Readers Guide – Participants](#) which is available on the Provider Portal for Providers to give to the Participants and is published on the Department's website under 'Insurance arrangements for Employment Services activities'.

The Provider should note the Department's policies have standard exclusions. The Department's purchased insurance policies:

- do not cover illness or sickness contracted by a Participant during an Activity, including COVID-19
- do not cover any Activities that would have been prohibited under these Guidelines
- may have time limits that apply for claims
- do not cover any other exclusions listed within the terms and conditions of each insurance policy.

If alternative insurance is in place, Providers can still deliver Activities where tasks are excluded under the Department's policies.

In addition, the Provider are contractually obligated to maintain various insurances as outlined in the Deed and understand the coverage available to them under their own insurance policies as outlined in the Deed.

Providers are also required to confirm that the Host Organisation has appropriate insurance coverage, and where coverage is insufficient the Provider can decide to purchase or fund additional insurance for the Activity.

(Deed Reference(s): Clauses 52, 122.5(f) and 123.3)

## Sourcing additional insurance coverage

The Provider must purchase additional insurance to ensure adequate coverage of the Participant. For Activities other than Work for the Dole, Employment Fund may be used to purchase additional insurance. Please refer to the [Employment Fund Chapter](#).



The Provider must keep a full copy of any insurance policies relied upon by the Provider to be complaint with the requirements for additional insurance.

As an alternative to purchasing insurance, the Provider may consider modifying the tasks in the proposed Activity so that no part of the Activity would be excluded under the Department's insurance coverage.

(Deed Reference(s): Clause 52.13)

## Chapter 14. Employability Skills Training

### Supporting Documents for this Chapter:

- [Employability Skills Training Participant Fact Sheet](#)

### 14.1. Chapter Overview

<b>Description:</b> Enhances work readiness by providing intensive pre-employment training.		<b>Activity Code:</b> PAET <b>Job Plan Code:</b> N/A
<b>Eligibility:</b> aged 15+, on income support and subject to Mutual Obligation Requirements	<b>Duration:</b> 75 hours over 3 weeks (25 hours per week) or 5 weeks (15 hours per week)	<b>Specified Activity:</b> No
<b>PBAS:</b> Yes – Please refer to the <a href="#">PBAS points values for tasks and activities in the Points Based Activation System factsheet</a>	<b>Activation eligible:</b> <a href="#">Yes</a> - approved activity or Provider-assessed	<b>Progress Payment:</b> <a href="#">Yes</a> – vocational intervention
<b>Fee-for-Service Payment:</b> Providers must pay the EST Provider: Up to \$1,250 per Participant for Training Block 1 Courses Up to \$300 per Participant for Training Block 2 Courses (full fee is \$1,250 including \$950 paid by the Department)		

This Chapter outlines the requirements for Providers with regard to Employability Skills Training (EST).

EST Courses are available on a fee-for-service basis. Providers must pay the EST Provider for each Participant Referral prior to the date the EST Course starts.

### 14.2. Background

EST is a Complementary Program, administered by the Department, which Providers may access to enhance work readiness of Participants. EST provides intensive pre-employment training through 2 different blocks of targeted training:

- Training Block 1: workplace focused training
- Training Block 2: industry focused training.

EST Eligible Participants can undertake one or both EST Courses, in any order.

Each EST Course runs for 75 hours, in a group setting, over:

- 25 hours per week over 3 weeks, or
- 15 hours per week over 5 weeks.

EST Courses can be delivered by EST Providers as Youth Courses, 25 Plus Courses or All Ages Courses. EST Courses are generally face-to-face, however hybrid (a blend of face-to-face and online) and online delivery may be available.

Providers may approach EST Providers to deliver specific or tailored EST Courses where there is an identified demand, for example for training in a particular location or industry.

Participation in EST is voluntary.

## **14.3. Benefits of EST**

### **14.3.1. Benefits of both Training Block 1 and 2 Courses**

Following their Training Block 1 or Training Block 2 Course, Participants will receive:

- an updated, professionally presented résumé that identifies the Participant's skills and experience, and
- an assessment that documents the industries and/or occupations that may be suitable for the Participant, and recommendations for next steps for the Participant to pursue employment and/or training opportunities.

### **EST and Points Requirements**

EST Participants can gain Points under the PBAS. Participants may also earn points for tasks completed (such as job applications) as part of the EST Course, in addition to the points received for participating in the EST Course. EST can also be undertaken as an alternate Activity where the Participant would otherwise have a Mandatory Activity Requirement. Refer to the [Job Plan and Mutual Obligations Requirements Chapter](#) for more information.

The TCF will not apply for non-attendance in EST, however, it will apply if Participants fail to meet their Points Requirement.

### **14.3.2. Benefits of Training Block 1**

Training Block 1 Courses help Participants develop job search and workplace skills.

Advanced job search skills training helps Participants gain the skills they need to look for work and a better understanding of the local labour market to help them find sustainable employment opportunities. Training Block 1 Courses help Participants demonstrate they have the attitude and approach to work that employers want.

Upon successful Completion of a Training Block 1 Course, Participants should be able to demonstrate the following Learning Outcomes:

- use a variety of techniques and strategies to seek and apply for work
- identify opportunities in the local labour market
- understand employer expectations
- prepare a résumé
- prepare a job application, including preparing a cover letter, addressing selection criteria, and preparing video applications as relevant to opportunities in the local labour market
- complete an online psychometric and aptitude screening test
- prepare for an in-person and virtual job interview
- manage their digital footprint
- apply conventions of online etiquette

- apply the 10 skill areas described in the [Core Skills for Work Developmental Framework](#).

### 14.3.3. Benefits of Training Block 2

Training Block 2 Courses help EST Participants learn more about industries that are in demand or have emerging opportunities in their local labour market.

Upon successful Completion of a Training Block 2 Course, EST Participants should be able to demonstrate the following Learning Outcomes:

- use the most suitable techniques and strategies to seek and apply for work in the industries covered
- understand the duties, requirements, career prospects and employer expectations of the industries covered
- tailor a résumé to the industries covered
- tailor a job application to the industries covered, including preparing a cover letter, addressing selection criteria, and preparing video applications as relevant to the industries covered
- complete an online psychometric and/or aptitude screening test as relevant to the industries covered
- prepare for an in-person and virtual job interview for the industries covered
- use technology relevant to entry-level employment opportunities in the industries covered.

Training Block 2 Courses include Industry Awareness Experiences that aim to provide EST Participants with insight into the tasks and duties of an industry. Examples of Industry Awareness Experiences include guided tours of workplaces arranged with an Employer and Inbound Employer Visits.

There are 2 types of Training Block 2 Courses:

- Generalist Courses
- Specialist Courses.

#### Generalist Courses

Generalist Courses give EST Participants a taste of a few different industries to help them decide whether an industry is right for them.

The industries must have entry-level employment opportunities in the local labour market.

Generalist Courses may offer accredited training to support the Learning Outcomes.

#### Specialist Courses

Specialist Courses focus on a single industry to help EST Participants build industry-specific skills and provide a pathway for EST Participants to entry-level Employment opportunities in the industry or a formal training program.

Specialist Courses may offer accredited training to support the Learning Outcomes and to support Participants to build skills relevant to the industry. Examples include a construction Work Health and Safety 'white card' or the Responsible Service of Alcohol unit of competency.

Specialist Courses are endorsed by a relevant industry association to ensure the training is suitably tailored to, and valued by, employers in the industry and to make course Participants more competitive for entry-level employment opportunities in the industry.

#### 14.4. Role of Providers

Key responsibilities and actions undertaken by Providers in relation to EST, which must be done in accordance with the Deed and these Guidelines, include:

- only referring Participants who meet the eligibility criteria to participate in an EST Course
- confirming if the Participant would benefit from EST
- confirming if the Participant is capable of undertaking the EST Course for the required hours per week and by the nominated delivery mode (see [Referral to EST](#))
- in referring an EST Eligible Participant to an EST Course, Providers must ensure the Participant is:
  - made aware of their responsibilities, such as recording attendance
  - made aware of, and consented to, the disclosure of relevant personal information to the EST Provider for the purpose of managing the Participant's referral and participation in an EST Course
- ensuring that the EST Provider has all the information it requires to inform the required Risk Assessments for any Industry Awareness Experience (other than an Inbound Employer Visit), ensuring any personal information is only disclosed if the Participant has given consent
- paying the relevant EST Provider in accordance with these Guidelines
- providing Participants with or arranging any EST Course prerequisites
- encouraging Participant attendance at the EST Course, noting that Participants must attend the EST Course within 7 Business Days of the EST Course starting (including the EST Course start date) or the EST Provider will end the Participant's referral to the EST Course
- working collaboratively with EST Providers to support Participants to successfully complete the EST Course
- reviewing, on completion of the EST Course, the assessment provided by the EST Provider of the Participant's learning outcomes and recommended next steps.

EST Providers will identify any EST Course prerequisites in the EST Course description (for example a police check, personal protective equipment or a USB memory stick). Providers should action EST Provider requests to supply or arrange EST Course prerequisites in a timely manner. If eligible, Providers can seek reimbursement from the Employment Fund for the cost of required items.

(Deed Reference(s): Clauses 120.1, 120.3, 120.4, 120.6, 133)

#### 14.5. Eligibility

To be eligible to participate in EST, a Participant must:

- be aged 15 years or over
- be receiving income support, and
- have Mutual Obligation Requirements.

Participants are eligible for referral to EST from their Commencement in Services.



The Department's IT Systems will identify if a Participant is EST Eligible.





There is no limit to the number of times a Participant can undertake EST if the Provider and EST Provider consider that the Participant would benefit.

(Deed Reference(s): Clauses 133)

## 14.6. Referral to EST

Providers can search for and view scheduled EST Courses in the Department's IT Systems.

 Providers view available EST Course places via the Activity Management component in the Department's IT Systems.

 Providers must make referrals to EST in the Department's IT Systems.

EST Providers will contact Participants prior to EST Course Commencement to undertake a range of pre-engagement checks. If the EST Provider identifies concerns about the suitability of the Participant for the EST Course, the EST Provider will contact the Provider to discuss the reasons. The EST Provider will reject the referral in the system if, following discussion with the Provider, the EST Provider determines the Participant would not benefit from or would not be able to participate in an EST Course.

A Participant with a full-time Mutual Obligation Requirement can choose to undertake an EST Course at 15 hours per week over 5 weeks. Conversely, a Participant with a part-time Mutual Obligation Requirement can choose to undertake an EST Course at 25 hours per week over 3 weeks. However, if the weekly hours would exceed the Participant's assessed work capacity, the Provider must agree with the Participant that full-time participation in an EST Course is appropriate before referring the Participant.


(Deed Reference(s): Clause 133)

### 14.6.1. Referral Cap

Providers which are also EST Providers (as their Own Organisation, Related Entity or Subcontractor) in the same Employment Region are subject to a Referral Cap. The Referral Cap will not apply if all EST Providers in an Employment Region are the Provider's Own Organisation, Related Entities or Subcontractors.

The Provider must not refer a Participant to an EST Course if do so would exceed the Referral Cap.

(Deed Reference(s): Clause 133.3)

 Providers can use Qlik to monitor their adherence to the Referral Cap.

## 14.7. On Completion of the EST Course

Once the EST Course ends, the Participant and the Provider will receive an assessment which sets out:

- progress made by the Participant
- the Participant's performance against each of the Learning Outcomes of the EST Course
- any units of competency completed
- industries and/or occupations suitable for the Participant, taking into account the Participant's goals, skills and the local labour market

- recommended next steps the Participant should take to pursue Employment and/or training opportunities based on the Participant's goals, skills and the local labour market.

Note that if a Participant does not attend each day of the EST Course, the EST Provider will complete the assessment to the extent possible given the Participant's level of participation.

## **14.8. Payments**

### **14.8.1. Course fee**

Providers must pay the relevant course fee to the EST Provider on a fee-for-service basis of:

- up to \$1,250 per Participant for each Training Block 1 Course
- up to \$300 per Participant for each Training Block 2 Course (full course fee is \$1,250, the remaining \$950 is subsidised directly to the EST Provider by the Department).

Providers must pay the EST Provider the relevant course fee by the date advised by the EST Provider. The transfer of funds from Provider to EST Provider happens outside of the Department's IT Systems. Providers must make their own arrangements with the EST Provider to facilitate payment.

The course fee paid is fully refundable if the EST Provider cancels the EST Course or finds the Participant unsuitable to commence the EST Course. The Provider should ascertain from the EST Provider whether there are other circumstances in which any proportion of the fee paid will be refundable if the Participant does not attend.

### **14.8.2. Progress Payments**

Progress Payments are available to claim when the Participant's circumstances have been changed during participation in Workforce Australia Services such that they are more prepared to gain and maintain Employment. Completion of at least 80% of an EST Course (at least 60 hours) may contribute towards a Progress Payment. For Progress Payments, Providers must refer to and comply with the requirements specified in the [Provider Payments and Vacancies Chapter](#).

## Chapter 15. Career Transition Assistance

### Supporting Documents for this Chapter:

- [CTA – Information for Providers](#)
- [CTA – Information for Participants](#)

### 15.1. Chapter Overview

<b>Description:</b> Practical pre-employment assistance for mature-age Participants to increase digital literacy and employability in the local job market.		<b>Activity Code:</b> CTA <b>Job Plan Code:</b> N/A
<b>Eligibility:</b> aged 45+, subject to confirmation by CTA Providers	<b>Duration:</b> 75+ hours over 8 weeks	<b>Specified Activity:</b> No
<b>PBAS:</b> Yes – Please refer to the <a href="#">PBAS points values for tasks and activities in the Points Based Activation System factsheet</a>	<b>Activation Eligible:</b> <a href="#">Yes</a> – approved activity or Provider-assessed	<b>Progress Payment:</b> <a href="#">Yes</a> – vocational intervention

This Chapter outlines the requirements for Providers with regard to the Career Transition Assistance program (CTA).

CTA Eligible Participants can be referred to a CTA Course, with payment made by the Department to the CTA Provider upon Commencement of the Participant in CTA.

### 15.2. Background

CTA is a Complementary Program, administered by the Department, which Providers may access to provide practical assistance to mature-age Participants (45 and older) with the aim of improving digital literacy, and increasing their employability and competitiveness in the local job market.

Each CTA Course runs for up to 8 weeks. Participation in a CTA Course is for a minimum of 75 hours (including a minimum of 50 hours in small group settings).

Participation in CTA is voluntary.

### 15.3. Benefits of CTA

The benefits of CTA include, but are not limited to:

- building skills and confidence to use everyday technologies such as computers, tablets and smart phones
- improving skills to apply for jobs online, and to use simple technology found in different workplaces
- identify existing skills and how they transfer to other jobs or industries
- better understanding of the job opportunities in their local area, and the skills needed
- updating and tailoring job applications to apply for a range of different jobs
- exploring goals and motivations.

At the end of the CTA Course, each Participant will also have a personal Career Pathway Plan and an updated résumé.

CTA Providers will leverage their local labour market and industry connections to provide at least one Employer Visit per Course.

CTA Participants can gain points under the PBAS. Participants may earn points for tasks completed (such as job applications) as part of the CTA Course, in addition to the points received for participating in the CTA Course. CTA can also be undertaken as an alternate Activity where the Participant would otherwise have a Mandatory Activity Requirement. Refer to the [Job Plan and Mutual Obligation Requirements Chapter](#) for more information.

The TCF will not apply for non-attendance in CTA, however, it will apply if Participants fail to meet their Points Requirement.

## 15.4. Role of Providers

Key responsibilities and actions undertaken by Providers in relation to CTA, which must be done in accordance with the Deed and these Guidelines include:

- identifying if Participants meet the eligibility criteria to participate in a CTA Course
- confirming if the CTA Course is suitable for the Participant
- confirming if the Participant:
  - has the capacity to undertake the CTA Course for the required hours per week and by the nominated delivery mode
  - is capable of undertaking, and would benefit from, referral to CTA
- in referring a CTA Eligible Participant to a CTA Course, Providers must ensure the Participant is:
  - made aware of their responsibilities, such as recording attendance,
- made aware of, and consented to, the disclosure of relevant personal information to the CTA Provider for the purpose of managing the Participant's referral and participation in a CTA Course selecting an appropriate schedule for details to appear in the Participant's Calendar, in accordance with the Department's training resources
- ensuring that the CTA Provider has all the information it requires to inform the required Risk Assessments for any Outbound Employer Visits ensuring any personal information is only disclosed if the Participant has given consent.
- on completion of the CTA Course, Providers must be available for the Personal Handover Meetings.

Note: Providers cannot exit Participants from CTA Courses, this is the role of the CTA Provider.


(Deed Reference(s): Clauses 120, 122, 134)

## 15.5. Eligibility and Suitability

To be eligible to participate in CTA, a Participant must be aged 45 years or over and have not already completed a CTA Course.

After assessing that a Participant is eligible to participate in CTA, the Provider must also determine that the Participant is suitable for CTA prior to referral. Eligible CTA Participants are considered suitable for referral to CTA where the Provider believes the Participant would benefit from the

program, **unless** the Participant has a significant non-vocational issue that needs to be addressed as a priority before they can benefit from CTA.

 Providers will be able to view a list of CTA Eligible Participants via the CTA Eligibility Widget in the Department's IT Systems.

(Deed Reference(s): Clauses 134)

## 15.6. Collaboration with CTA Providers

Providers will need to work with local CTA Providers to facilitate referrals to the program and ensure CTA Providers are aware of upcoming demand to schedule courses accordingly.

The Provider is expected to participate in Personal Handover Meetings to discuss the Participant's next steps following completion of CTA, including pursuing employment and work experience opportunities. As part of this meeting, the CTA Provider will provide a copy of the Participant's updated résumé and Career Pathway Plan. The CTA Provider will also offer the Participant 2 future Contacts to occur within 3 months of completion of CTA.

Exception - A Personal Handover Meeting is not required where a Participant exits the CTA Course prior to completing 80% of the scheduled hours or to commence employment.

Should a Participant transfer Providers while on a CTA Course, the gaining Provider must contact the CTA Provider to ensure the Personal Handover Meeting is scheduled with the correct Provider.

## 15.7. Referral to CTA

Once a CTA Provider has entered a CTA Course into the Department's IT Systems, Providers can search for and view that CTA Course. CTA Eligible Participants are also able to view all Activities in their Employment Region for which they may be eligible.

Once a suitable CTA course has been identified in the Department's IT Systems, the Provider must select the appropriate schedule from those available in the CTA Course, taking the CTA Eligible Participant's individual circumstances into account.


As part of the referral process, the CTA Eligible Participant will undertake an Initial Meeting with the CTA Provider.

During the Initial Meeting, the CTA Provider will assess the suitability of the Participant.

If the CTA Provider believes the Participant is not suitable for the CTA Course or will not benefit from CTA, the CTA Provider will reject the referral and advise the Provider that the Participant has not been accepted into the CTA Course, and the reasons for this.

If the Participant is unable to attend the Initial Meeting, the Participant is required to notify their Provider, who must then work with the CTA Provider to reschedule this meeting.

A place in the CTA Course will only be confirmed once a Participant has been assessed as suitable by the CTA Provider at the Initial Meeting.

 Providers view available CTA Course places via the Activity Management component in the Department's IT Systems.

Participants are to be provided with details of the suitable CTA Courses available in their Employment Regions, and Providers are required to refer Participants, in the Department's IT Systems, to the CTA Provider chosen by the Participant, where this would not exceed the Referral Cap. Information on Activity referrals is available in the Department's training resources

(Deed Reference(s): Clauses 134.2)

### **15.7.1. Referral Cap**

Providers which are also CTA Providers (as their Own Organisation, Related Entity or Subcontractor) in the same Employment Region are subject to a Referral Cap. The Referral Cap will not apply if all CTA Providers in an Employment Region are the Provider's Own Organisation, Related Entities or Subcontractors.

The Provider must not refer a Participant to a CTA course if to do so would exceed the Referral Cap.

(Deed Reference(s): Clauses 134.4)



The Provider can use Qlik to monitor their adherence to the Referral Cap.

## **15.8. Payments**

Progress Payments are available to claim when the Participant's circumstances have been changed during participation in Workforce Australia Services such that they are more prepared to gain and maintain Employment. Completion of CTA may contribute towards a Progress Payment as a vocational intervention. For Progress Payments, Providers must refer to and comply with the requirements specified in the [Provider Payments and Vacancies Chapter](#).

## Chapter 16. Reserved

## Chapter 17. Reserved



## Chapter 18. Observational Work Experience

### Supporting Documents for this Chapter:

- [Observational Work Experience Host Organisation Agreement template](#)
- [OWE Contact Card](#)
- [OWE Fact Sheet](#)

### 18.1. Chapter Overview

<b>Description:</b> Enables a Participant to undertake short-term, unpaid, observational work experience placements to build soft skills and gain a better understanding of the workplace or potential career opportunities.		<b>Activity Code:</b> UWEP <b>Job Plan Code:</b> N/A
<b>Eligibility:</b> Aged 15+	<b>Duration:</b> Up to 4 weeks	<b>Specified Activity:</b> Yes
<b>PBAS:</b> Yes – Please refer to the <a href="#">PBAS points values for tasks and activities in the Points Based Activation System factsheet</a>	<b>Activation eligible:</b> <a href="#">Yes</a> – Provider-assessed	<b>Progress Payment:</b> <a href="#">Yes</a> – work placement

This Chapter outlines the requirements for the Provider when arranging and managing Observational Work Experience (OWE) Placements.

OWE provides voluntary, short-term, unpaid, observational work experience placements to help Participants build soft skills and gain a better understanding of the workplace or potential career opportunities.

OWE is an Activity which the Provider may use for eligible Participants who are not yet job-ready and have limited or no experience in the workplace.

### 18.2. Benefits of OWE

Some of the potential benefits of OWE include it being:

- an opportunity for the Participant to gain valuable exposure to workplaces and learn what Employers expect of their workers
- an opportunity to enhance Participants' awareness of different careers
- an effective tool to assist Participants to build employability skills, such as attendance and communication.

OWE Participants can gain points under the PBAS. The TCF will not apply for non-attendance in OWE, however, it will apply if Participants fail to meet their Points Requirement. Refer to the [Job Plan and Mutual Obligations Requirements Chapter](#) for more information.

### 18.3. Role of Providers

When arranging an OWE Placement, the Provider must:

- ensure the Participant is eligible and suitable for OWE

- ensure the Host Organisation is eligible to host an OWE Placement
- ensure the OWE Placement meets the requirements set out in these guidelines
- ensure an Activity Risk Assessment and Participant Risk Assessment have been completed by a Competent Person
- negotiate and enter into an OWE Host Organisation Agreement with the Participant and the Host Organisation
- monitor the OWE Placement for its duration and respond to any issues that arise.

## 18.4. Eligibility

### 18.4.1. OWE Eligible Participants

The Provider may arrange an OWE Placement for any Participant on their Caseload who meets the eligibility criteria if they are of the view that the Participant would benefit from the program and the OWE Placement is suitable and safe for the Participant.

To be eligible to participate in OWE, a Participant must be:

- aged 15 years or over
- participating in Workforce Australia Services.

Participants are not required to be receiving an Income Support Payment.

### 18.4.2. Eligible Host Organisations

OWE Placements can occur in:

- for-profit organisations
- not-for-profit organisations
- the Provider's Own Organisation, Related Entities or Subcontractor.

The Host Organisation requirements and prohibitions outlined in the [Eligible Host Organisations](#) section of the [Activity Management Chapter](#) also apply to OWE Placements.


## 18.5. OWE Placement requirements

In addition to the Activity requirements and prohibitions outlined in the [Identifying Suitable Activities for Participants](#) section of the [Activity Management Chapter](#),


The Provider must ensure OWE Placements:

- are no more than 4 weeks in duration
- do not involve more than 50 hours of attendance per fortnight, and generally not more than 25 hours per week
- do not involve more than 8 hours of attendance per day (excluding breaks)
- include at least one 30-minute break every 5 hours
- do not include participation on a public holiday
- only involve observation (allowing for participation in meetings and discussions where relevant), with no tasks to be undertaken by the Participant.


OWE Placements do not need to have a reasonable prospect of future Employment with the Host Organisation. It is at the discretion of the Provider as to the number of OWE Placements a Participant undertakes (with the same or another Host Organisation).

 For each OWE Placement, an Activity record must be created in the Department's IT Systems in accordance with the [Department's training resources](#). An Activity ID will then be created automatically by the Department's IT Systems.

## 18.6. Work Health and Safety

 For the purposes of Work Health and Safety, the Provider must also refer to, and comply with, the requirements specified in the Deed and [Activity Management Chapter](#).


As noted in the [Insurance Coverage for Participants](#) section of the [Activity Management Chapter](#), the Department has in place insurance coverage for Participants, but there are exclusions to the Department's policies. The Provider can still deliver OWE Placements which would be excluded under the Department's insurance policies, if the Provider purchases alternative insurance, and the insurance is in place prior to the OWE Placement commencing.

 The Provider must retain Records of any action taken with regard to any Incidents that occur during an OWE Placement in accordance with the [WHS Incidents and Insurance Readers Guides](#).

### 18.6.1. Conducting Risk Assessments

An OWE Placement is a Specified Activity. Prior to referring a Participant to an OWE Placement and entering into the OWE Host Organisation Agreement, the Provider must ensure that an Activity Risk Assessment and Participant Risk Assessment have been completed by a Competent Person.

Further information on Risk Assessment Requirements is available in the [Conducting Risk Assessments for Specified Activities](#) section of the [Activity Management Chapter](#).

 The Providers have the discretion to determine how they document Activity Risk Assessments and Participant Risk Assessments for OWE Placements but must retain Records of each Risk Assessment undertaken.

## 18.7. Managing OWE Placements


### 18.7.1. Referring a Participant to OWE

Prior to referring a Participant to an OWE Placement, the Provider must:

- determine the Participant's eligibility for OWE
- ensure the Participant has undertaken any [background checks](#) required for the OWE Placement
- ensure the Risk Assessment process has been completed by a Competent Person
- ensure the nature of the observation activities are appropriate and suitable for a Participant (see the [Activity Management Chapter](#) for further information).


In addition, The Provider should identify any assistance or items the Participant will require for the OWE Placement. This may include specific clothing and transport. The Provider may be able to seek

reimbursement for goods and services related to OWE. Providers should refer to, and comply with, the requirements specified in the [Employment Fund Chapter](#).

 The Provider must refer the Participant against the relevant Activity record in accordance with the Department's training resources.

### 18.7.2. Creating the OWE Host Organisation Agreement

Once a Participant has been referred against the relevant Activity record in accordance with the Department's training resources.


 For OWE Placements, the Provider must use the [Host Organisation Agreement template](#). This template can be found on the Provider Portal.

### 18.7.3. Signing the OWE Host Organisation Agreement

The OWE Host Organisation Agreement must be agreed and signed by the Participant, Provider and Host Organisation prior to the Participant commencing in the OWE Placement.

As part of this process, the Provider must:


- explain the terms and conditions to the Participant and Host Organisation to ensure they understand their obligations under the OWE Host Organisation Agreement
- ensure all fields in the OWE Host Organisation Agreement are completed with accurate details
- provide the Participant with the [OWE Participant Contact Card](#) and [OWE Participant Fact Sheet](#), which are available on the Provider Portal.


 The Provider must retain either a hard copy or soft copy of the signed OWE Host Organisation Agreement and provide it to the Department upon request.

### 18.7.4. Commencing the OWE Placement

The Provider must confirm with the Host Organisation that the Participant commenced in the OWE Placement on the start date recorded in the OWE Host Organisation Agreement, and then confirm the Participant's commencement in the Department's IT System.

A Participant must not be commenced in an OWE Placement outside of the Participant's Period of Registration.

 The Provider must confirm the OWE Placement start date in the Department's IT Systems within 5 Business Days following the scheduled start date.

 The Provider must retain evidence the OWE Placement commenced (for example an email from the Host Organisation) and provide it to the Department upon request.

### 18.7.5. Monitoring the OWE Placement

The Provider is expected to proactively monitor the OWE Placement for its duration. The Provider should remain in contact with the Host Organisation and Participant to:

- identify any changes in circumstances affecting the OWE Placement


- ensure the Host Organisation is operating in accordance with the OWE Host Organisation Agreement
- ensure any issues that may arise are quickly resolved.

Prior to the OWE Placement commencing, the Provider should discuss the preferred contact method, frequency and timing of contact with the Participant and Host Organisation to avoid disruption during the activity. The frequency of contact should also be appropriate to the length of the OWE Placement.

### 18.7.6. Transfer Arrangements


If a Participant is required to be transferred between Providers and the OWE Placement can continue, the transfer should be delayed until the OWE Placement concludes. The relinquishing and gaining Providers should work together to ensure the completion of the OWE Placement.

Refer to the [Commencements, Transfers, Suspensions and Exits Chapter](#) for more information in relation to transfers.

-  Where it is agreed an OWE Placement should not continue to completion, the relinquishing Provider must end the OWE Placement in the Department's IT Systems using the appropriate end reason.

(Deed Reference(s): Clause 103)

### 18.7.7. Ending the OWE Placement

-  Upon completion of the OWE Placement, the Provider must end the OWE Placement in the Department's IT Systems, including inputting the end date and selecting the correct exit reason.

## 18.8. Payments

Progress Payments are available to claim when the Participant's circumstances have been changed during participation in Workforce Australia Services such that they are more prepared to gain and maintain Employment. Completion of an OWE Placement may contribute towards a Progress Payment. For Progress Payments, the Provider must refer to and comply with the requirements specified in the [Provider Payments and Vacancies Chapter](#).

## Chapter 19. Self-Employment Assistance

### Supporting Documents for this Chapter:

- [Self-Employment Assistance program factsheet](#)

### 19.1. Chapter Overview

<b>Description:</b> Self-Employment Assistance that encourages people to consider self-employment and helps people to start and run viable small businesses.		<b>Activity Code:</b> TBD <b>Job Plan Code:</b> N/A
<b>Eligibility:</b> Aged 18+ and as determined by Self-Employment Assistance Providers	<b>Duration:</b> Variable	<b>Specified Activity:</b> No
<b>PBAS:</b> Yes – Please refer to the <a href="#">PBAS points values for tasks and activities in the Points Based Activation System factsheet</a>	<b>Activation eligible:</b> For Small Business Training – approved activity or Provider -assessed; for Exploring Self-Employment Workshops – Provider-assessed See the <a href="#">Job Plan and Mutual Obligation Requirements Chapter</a> for details	<b>Progress Payment:</b> <a href="#">Yes</a> – education or vocational intervention

This Chapter outlines the requirements for Providers with regard to the Self-Employment Assistance program.

Participants can be referred to Self-Employment Assistance with all payments for the delivery of services made by the Department to the Self-Employment Assistance Provider upon delivery of the relevant element.

### 19.2. Background

Self-Employment Assistance is a Complementary Program, administered by the Department, which provides eligible Participants with a broad range of services that help them to start and run a small business.

There are 6 core Self-Employment Assistance Services delivered by Self-Employment Assistance Providers.

- **Exploring Self-Employment Workshops** that help Participants learn about small business, help them generate and validate a business idea, and decide whether self-employment is a good fit for them. These workshops are delivered over 25 hours and are generally conducted over the course of one week.
- **Small Business Training** that provides Participants with access to free accredited small business training. This training may range from accessing a skillset through to a full Certificate IV qualification.
- **Business plan** advice and assessment that helps Participants to develop a viable business plan and gauge the viability of their business idea.

- **Small Business Coaching** that provide Participants with up to 12 months of business mentoring and support and, for those who are eligible, an allowance for up to 39 weeks and rental assistance for up to 26 weeks.
- **Business health checks** that help business owners to identify opportunities to further develop their business to ensure they remain viable.
- **Business advice sessions** that provide eligible Participants with flexible advice and support on a range of small business-related issues.

Participants are given the flexibility to access the elements of the program most relevant to their needs and, subject to eligibility requirements, may access any of the above services in any order.

For more information about Self-Employment Assistance, refer to the [Self-Employment Assistance program factsheet](#).

### 19.3. Role of Providers

Provider responsibilities in relation to Self-Employment Assistance, which must be in accordance with the Deed and these Guidelines, include:

- ensuring that any Participant who expresses an interest in self-employment is made aware of Self-Employment Assistance
- providing interested Participants with the contact details of relevant Self-Employment Assistance Providers and either:
  - referring the Participant to the Self-Employment Assistance Provider in the Department's IT Systems, or
  - suggesting the Participant contact the Self-Employment Assistance Provider directly, to allow the Self-Employment Assistance Provider to self-refer the Participant to their program
- ensuring that Participants accessing Self-Employment Assistance are supported to do so, including through the setting of appropriate Mutual Obligation Requirements
- working collaboratively with all local Self-Employment Assistance Providers to ensure Participants are given relevant and accurate information about the program.

(Deed Reference(s): Clause 135)

### 19.4. Eligibility

Participants may be eligible to access Self-Employment Assistance regardless of whether they:

- already have a business idea or existing business
- receive Income Support Payments
- have Mutual Obligation Requirements
- are available full-time or part-time.

Participants that intend to access Self-Employment Assistance Small Business Coaching should be advised that to do so they must:

- be 18 years of age or old, and
- not have accessed Self-Employment Assistance Small Business Coaching in the previous 12 months.

Participants must meet a range of eligibility criteria that relate to both the status of the Participant, and the nature of their business or business idea (if applicable).

Self-Employment Assistance Providers are responsible for determining Participant eligibility for Self-Employment Assistance, so the Provider must refer questions about eligibility for Self-Employment Assistance to the relevant Self-Employment Assistance Provider.


## 19.5. Referrals to Self-Employment Assistance

There are 2 ways for a Participant to be referred to Self-Employment Assistance Services on the Department's IT Systems.

### 19.5.1. Provider referrals


Participants can be referred by their Provider to Self-Employment Assistance through the Department's IT Systems.

Following the Provider's referral, the Self-Employment Assistance Provider will contact the Participant to confirm their eligibility and discuss which elements of Self-Employment Assistance Services the Participants wishes to access.

 Providers can issue a referral to Self-Employment Assistance through the Referrals screen in the Department's IT Systems by selecting the relevant Self-Employment Assistance Provider.


### 19.5.2. Self-Employment Assistance Provider self-referrals

Participants may also directly approach a Self-Employment Assistance Provider to discuss Self-Employment Assistance prior to being referred to the program through the Department's IT Systems. If the Self-Employment Assistance Provider assesses the Participant to be eligible and suitable, the Self-Employment Assistance Provider will complete a self-referral in the Department's IT Systems and refer the Participant to their own services.

 Providers can confirm that the Participant has been referred to Self-Employment Assistance Services by viewing the contract referral in the Referral History screen in the Department's IT Systems.

## 19.6. Mutual Obligation Requirements for Participants accessing Self-Employment Assistance

Two of the Self-Employment Assistance Services will contribute to a Participant's Mutual Obligation Requirements. These are Exploring Self-Employment Workshops and Small Business Training.

 Providers may confirm that a Participant has been placed in an activity by a Self-Employment Assistance Provider by viewing the Activity Placement screen in the Department's IT Systems.

The Self-Employment Assistance Provider is responsible for ensuring that a Participant accessing an Exploring Self-Employment Workshop or Small Business Training is participating appropriately. Where a Self-Employment Assistance Provider determines that a Participant in one of those activities is not participating appropriately, they will exit the Participant from relevant Activity,



advise the Provider of their decision and refer the Participant back to the Provider for continued access to Workforce Australia Services.

### **19.6.1. Exploring Self-Employment Workshops**

Participants accessing Exploring Self-Employment Workshops can gain points under PBAS per week that they participate in the Activity. The TCF will not apply for non-attendance at the Workshops, however, it will apply if Participants fail to meet their Points Requirement.

### **19.6.2. Small Business Training**

Participation in Small Business Training fully meets the Points Requirements and Mutual Obligation Requirements of Participants for up to 8 weeks and they will not have a Search Requirement at the same time. Participants will be required to record their attendance at training to meet their requirements. For this 8-week period, Participants who continue to satisfactorily participate in Small Business Training cannot have their Income Support Payment suspended due to a Mutual Obligation Failure.

Small Business Training can also be undertaken as an alternate Activity where the Participant would otherwise have a Mandatory Activity Requirement.

More details on PBAS and activation are in the [Job Plan and Mutual Obligation Requirements Chapter](#).

## **19.7. Payments**

### **19.7.1. Progress Payments**

Progress Payments are available to claim when the Participant's circumstances have been changed during participation in Workforce Australia Services such that they are more prepared to gain and maintain Employment or self-employment.

Completion of an Exploring Self-Employment Workshop may contribute towards a Progress Payment as a vocational intervention.

Small Business Training may contribute towards a Progress Payment as a vocational intervention, or result in a Progress Payment for undertaking Education, depending on the outcome of the Participant's participation.

For Progress Payments, Providers must refer to and comply with the requirements specified in the [Provider Payments and Vacancies Chapter](#).

### **19.7.2. Outcome Payments**

Providers may be eligible to claim 4, 12 and 26 Week Partial Outcomes, and any associated Very Long Term Unemployment Bonus if applicable, for Participants who Exit the Provider's Caseload upon the Participant's Self-Employment Assistance Commencement.

For more information, please refer to the [Provider Payments and Vacancies Chapter](#).

## Chapter 20. Work for the Dole

### Supporting Documents for this Chapter:

- [Work for Dole Activity Risk Assessment Template](#)
- [Work for the Dole Activity Risk Assessment Checklist](#)
- [Work for the Dole Activity Host Agreement Template – Projects](#)
- [Work for the Dole Activity Host Agreement Template – Work for Dole Placements](#)
- [Work for the Dole Host Organisation Handbook](#)
- [Work for the Dole Community Support Project – Proposal Form](#)
- [Managing the Work for the Dole Projects Fund Guide](#)

### 20.1. Chapter Overview

<b>Description:</b> Work for the Dole is designed to help Participants gain the skills, experience and confidence needed to move to secure and sustainable employment.		<b>Activity Code:</b> WE12 <b>Job Plan Code:</b> PA15 (if Mandatory Activity)
<b>Eligibility:</b> Aged 18 years and over, registered in Workforce Australia Services and in receipt of income support	<b>Duration:</b> Minimum of 8 weeks, depending on needs of the Participant	<b>Specified Activity:</b> Yes
<b>PBAS:</b> Yes – Please refer to the <a href="#">PBAS points values for tasks and activities in the Points Based Activation System factsheet</a>	<b>Activation eligible:</b> <a href="#">Yes</a> - approved activation activity or Provider-assessed except where it is done as a Mandatory Activity	<b>Progress Payment:</b> <a href="#">Yes</a> - <a href="#">work placement</a> , however, Work for the Dole does not count towards a Progress Payment if undertaken as a Mandatory Activity
<b>Participant Payment:</b> Yes – \$20.80 per fortnight Approved Program of Work Supplement	<b>Host Payment:</b> Yes – to be passed on by the Arranging Provider from the Work for the Dole Placement Fee (at least 50 per cent) or the Work for the Dole Projects Fund (as per agreed Budget)	<b>Provider Payment:</b> Yes – Work for the Dole Placement Fee – \$500 per Participant commencement to be shared with the Host Organisation  Work for the Dole Projects Fund Allocation – Providers will be given a notional allocation within the Department’s IT Systems to be drawn down on each financial year.

This Chapter outlines the requirements for Providers for setting up and managing Work for the Dole activities. It includes specific requirements for ensuring that there is always a safe system of work in place during the conduct of a Work for the Dole activity.

## 20.2. Background

Work for the Dole is designed to improve Participants' skills, experience and confidence to help them towards secure and sustainable employment. It provides a valuable opportunity for Participants to develop skills through training and demonstrate their capabilities and positive work behaviours. This will stand Participants in good stead with potential employers while at the same time making a positive contribution to the local community.

Work for the Dole may be undertaken by eligible Participants as a voluntary activity at any time. It is also the Mandatory Activity where an eligible Participant with Mutual Obligation Requirements has not satisfied their activation requirement and does not undertake an alternate activity when they reach their activation point. Participants may have their first Mandatory Activity Requirement at 3 months Period of Service following at least 12 months in Workforce Australia Online (Online Full Services), or at 6 months Period of Service for any other Participants, with future requirements every 6 months. Refer to the [Activation and Mandatory Activity Requirement](#) section for further information.

## 20.3. Role of Providers

The role of Providers is to arrange sufficient, suitable Work for the Dole activities to meet their caseload needs by engaging with existing and potential Host Organisations. The range of Work for the Dole activities available must suit the different characteristics, needs and limitations of a wide variety of Participants.

Providers should plan and collaborate to meet the needs of Participants and make a positive contribution to the local community through the delivery of Work for the Dole activities. Providers are encouraged to collaborate with other Providers by sharing Work for the Dole activities in the Employment Region.

For the purpose of managing Work for the Dole, a Provider will be either an Arranging Provider or a Non-arranging Provider.

An Arranging Provider is the Provider that has the Host Organisation Agreement with the Host Organisation. It is a requirement that an Arranging Provider is identified for each activity.

A Non-arranging Provider is a Provider which has a Participant in a Work for the Dole activity for which they are not the Arranging Provider.

(Deed Reference(s): Clauses 120 and 125.1)

### 20.3.1. Responsibilities of Providers

Providers, whether they are the Arranging Provider or Non-arranging Provider must:

- comply with all relevant Commonwealth, state and territory and local authority legislation and regulations, including work health and safety
- work proactively and collaborate with other Providers, Host Organisations and other stakeholders to deliver the Work for the Dole Program
- ensure that the integrity of the Work for the Dole Program is maintained
- ensure that all work health and safety requirements are adhered to.

- ensure that all requirements relating to Participant Risk Assessments are met
  - comply with processes outlined in the [WHS Incidents and Insurance Readers Guides](#)
  - monitor and enter participation results into the Participant's Electronic Calendar in the Department's IT Systems for Participants not required to report their own attendance, or where they are unable to do so on an individual day and request assistance by close of business on the day
  - follow up on non-attendance
  - continue to service Participants while they are undertaking Work for the Dole activities.
- +
- ensure a Competent Person conducts a Participant Risk Assessment taking into account the Activity Risk Assessment and the Participant's personal circumstances and work restrictions to ensure the Activity is suitable and safe.
- +
- ensure that any required actions identified in the Participant Risk Assessment have been actioned prior to the Participant commencing in the activity.
- +
- ensure a Competent Person reviews and revises the Participant Risk Assessment as appropriate and when advised by the Arranging Provider that there have been significant changes to the activity.

(Deed Reference(s): Clauses 120, 122 and 125.1)

### 20.3.2. Responsibilities of the Arranging Provider

In addition to the above responsibilities for all Providers, as part of securing Work for the Dole activities, Arranging Providers are required to:

- Source Work for the Dole activities
- plan activities in consultation with Host Organisations and identify the requirements of each Work for the Dole activity
- ensure Host Organisations are eligible and perform due diligence on their bona fides and ensure they have a good reputation and that the proposed activity will not result in displacement of paid workers
- negotiate and execute the Host Organisation Agreement in accordance with the Deed and Guidelines, and update as necessary during the activity
- ensure Host Organisations understand program requirements, including acquittal requirements and the types of Documentary Evidence that may be required to support any funding received for Work for the Dole activities
- satisfy itself that the Host Organisation is aware of its work health and safety obligations and ensure Host Organisations meet all work health and safety requirements
- ensure that all requirements relating to Activity Risk Assessments and the Activity Risk Assessment Checklist are met
- ensure that the Host Organisation implements all actions agreed in the Host Organisation Agreement and those identified through risk assessments
- monitor the Work for the Dole activity to ensure it continues to be suitable and safe for Participants
- ensure that Supervisors are aware of their role in managing individual daily QR and Passcodes to ensure Participants attending activities can locate and scan the daily code to self-report their attendance

- maintain contact with the Host Organisation. Unless the Host Organisation agrees otherwise and to ensure clear communication, they should only deal with the Arranging Provider of an activity.
  - appropriately manage the overall activity including liaising with the Host Organisation and other Providers (as necessary) to ensure the activity is delivered as agreed in the Host Organisation Agreement
  - reserve Places for Non-arranging Providers. Arranging Providers are able to reserve places in the Department's IT Systems for Non-arranging Providers for a maximum period of 2 full Business Days. If the Places are not claimed within that timeframe, they will be automatically returned to the advertising pool
  - report significant issues to relevant Non-arranging Providers and, if appropriate, the Department
  - suspend or terminate the activity where required
  - make payments to Host Organisations from the Work for the Dole Placement Fees, including the amounts received on behalf of other Providers for their Participants in the Arranging Provider's Work for the Dole activity
  - pay the relevant amounts for approved Projects to Host Organisations.
- ✚ immediately advise other Non-arranging Providers of any relevant or significant issues, including work health and safety matters, such as changes in circumstances/activity tasks.
- ✚ monitor, review and amend the Activity Risk Assessment and immediately advise Non-arranging Providers so that they can review the Participant Risk Assessment for their Participant where necessary. Upload the amended Activity Risk Assessment to the Department's IT Systems.

(Deed Reference(s): Clause 122, 125)

### 20.3.3. Responsibilities of the Non-arranging Providers

When Non-arranging Providers commence a Participant into an activity, in addition to Provider responsibilities outlined above they must:

- pass on and maintain the Participant's details (including any relevant personal circumstances/work restrictions) to the Arranging Provider
- work proactively and collaboratively with the Arranging Provider and the Host Organisation for the activity

## 20.4. Eligibility

### 20.4.1. Eligible Participants

Participants can choose to engage early in a Work for the Dole activity to assist them to meet their activation requirement. Participation in Work for the Dole early will be considered as voluntary, except where it is undertaken as the Mandatory Activity Requirement, and Work for the Dole Participants can gain points under the PBAS.

Only Participants aged 18 years and over, in receipt of income support and Referred to Workforce Australia Services are eligible to participate in Work for the Dole. Participants under 18 years of age cannot participate in Work for the Dole activities. Participants who are in receipt of Disability Support Pension (with Compulsory Requirements) and referred to Workforce Australia Services may

be placed into a Work for the Dole activity. For further information on Disability Support Pension, see the [Disability Support Pension \(Compulsory Participation Requirements\) Chapter](#).

Participants receive an Approved Program of Work Supplement of \$20.80 per fortnight while they are undertaking Work for the Dole activities to assist with the cost of participating in the activity, such as travel.

For the purposes of the Mandatory Activity Requirement and Services that Providers must deliver to Participants, Providers must refer to, and comply with the requirements specified in the [Job Plan and Mutual Obligation Requirements Chapter](#).

(Deed Reference(s): Clause 125.7, 138, 141 and 142)

## 20.4.2. Eligible Host Organisations

In addition to the requirements outlined in the [Activity Management Chapter](#), Work for the Dole activities must only be hosted by:

- not-for-profit organisations/charities
- local, state, territory or Australian Government organisations or agencies, or
- a not-for-profit arm of for-profit organisations

except in specific circumstances, including Community Support Projects (CSPs) (see the [Community Support Projects](#) section for more information).

Providers need to satisfy themselves that the potential Host Organisation is:

- eligible to host a Work for the Dole activity
- of good reputation, can demonstrate they are who they claim to be and have the capacity to undertake a Work for the Dole activity satisfactorily
- able to meet all program requirements
- able to deliver the proposed activity as agreed.

## Third Party Intermediaries

Host Organisations may appoint third party intermediaries to undertake Work for the Dole activity functions on their behalf. However, third party intermediaries cannot take on the obligations of Host Organisations. A third party intermediary cannot sign the Host Organisation Agreement on behalf of the Host Organisation.

Providers are required to take reasonable steps when sourcing places with Host Organisations that engage third party intermediaries to ensure compliance with the Deed and these Guidelines. Third party intermediaries must also meet guideline requirements for a suitable Host Organisation.

## 20.5. Arranging activities


### 20.5.1. Participating in Work for the Dole

Participants can choose to undertake Work for the Dole activities at any time while they are in Workforce Australia Services. However, if an eligible Participant has not met their activation requirement and has not been placed into an alternate activity, they are required to undertake a Mandatory Activity. Work for the Dole is the only Mandatory Activity that can be undertaken to

meet the Mandatory Activity Requirement (where the Participant can be legally required to participate in Work for the Dole). For more information on the Mandatory Activity Requirement, see the [Activation and Mandatory Activity Requirement](#) section in the [Job Plan and Mutual Obligation Requirements Chapter](#).

When commencing Participants in Work for the Dole activities, Providers must prioritise Participants with a mandatory Work for the Dole activity.

A Participant’s commitment to participate in a Work for the Dole activity must only be entered into the Participant’s Job Plan and linked to the Work for the Dole activity if it is for a Mandatory Activity Requirement and the Participant is aged 59 or under and not on a part rate of payment. This is a compulsory activity, and any non-compliance is subject to the TCF. For further information, see the [Targeted Compliance Framework and Mutual Obligation Failures Chapter](#).

 All Participants undertaking Work for the Dole must have the days and times they are required to participate in the activity scheduled in their Electronic Calendar.

There are 2 participation requirement categories for Work for the Dole. The table below outlines the minimum and maximum fortnightly requirement for each of these categories.

**Table 20-A: Work for the Dole Participation Requirements**

Participant Category	Fortnightly Requirement
<p><b>Category 1 - Participants who are:</b></p> <ul style="list-style-type: none"> <li>• aged 18-59 with full-time requirements</li> </ul>	<p>Minimum – 30 hours</p> <p>Maximum – 50 hours</p>
<p><b>Category 2 - Participants who are:</b></p> <ul style="list-style-type: none"> <li>• aged 18-59 who have a Partial Capacity to Work (15 – 29 hours)</li> <li>• aged 18-59 who are Principal Carers</li> <li>• aged 60 – up to Age Pension (irrespective of whether they have full-time or part-time requirements) *</li> <li>• Disability Support Pension (DSP) recipients under 35 who have participation requirements</li> </ul>	<p>Minimum – 15 hours</p> <p>Maximum – 30 hours</p>

**\*Note:** While Participants aged 60 and over, and those on part rate of income support can participate in Work for the Dole, they cannot have this activity added as a compulsory activity to their Job Plan. Their participation in Work for the Dole can only be voluntary.

Factors that Providers might consider when determining a Participant’s specific Fortnightly Requirement in a Work for the Dole activity include (but are not limited to):

- the individual circumstances and any non-vocational barriers of the Participant
- the method and availability of transport for a participant to travel to and from the activity
- other activities a Participant may be involved with (i.e., Education and training, casual employment)
- the availability of the Host Organisation (i.e., how many hours per week a Host Organisation may be able to accommodate for Participants).

Hours will not count towards future Mandatory Activity Requirements if undertaken as a Work for the Dole Mandatory Activity.

Participants may participate in Work for the Dole activities outside of core business hours. However, the Participant needs to agree to this before being referred and inform the Provider of any barriers to their participation, such as transport or caring responsibilities.

If the Participant does not agree to the participation outside normal business hours, the Provider needs to Source a different activity so that the Participant can meet their Mutual Obligation Requirement.

(Deed Reference(s): Clause 120.1)

## 20.5.2. Activity types

### Placements

Placements are to be undertaken by individual Participants and must involve the Participant being provided with a work-like experience with a Host Organisation. Where possible, a sequence of Participants should undertake the Place when the original Participant leaves.

A Host Organisation may choose to take on a single Participant or multiple Participants at any one time in a Placement. Generally, a Placement activity sits within the existing structure of the Host Organisation. A Placement activity can initially run for up to 12 months and may be extended up to a maximum of 24 months. If a Placement activity is extended beyond 12 months, the Activity Risk Assessment and Host Organisation Agreement must be reviewed and updated prior to the commencement of the extension period.

A Placement activity with multiple Places is different from a Project.

(Deed Reference(s): Clause 125.1(d))

### Projects

**Note:** Work for the Dole Projects are available from 4 October 2022

Work for the Dole Projects are specific community projects developed for the purpose of providing a work-like experience for groups of Participants, including the engagement of a supervisor for Participants and delivery of a benefit to the community.


A Project must:


- have a specific goal and / or deliverable with an identified end date, and
- involve a group of Participants working as a team to meet the common goal or deliverable.

Participants can be referred to Projects from multiple Providers. Projects often involve the engagement of an external Supervisor for the activity; however, a Host Organisation or Provider may also choose to use their own staff to supervise an activity where agreed. Projects should be created to meet caseload needs of Providers.

- ✚ All activities, whether Projects or Placements must have adequate and appropriate Supervision. See the [Activity Management Chapter](#) for details.



 When creating Work for the Dole Projects in the Department's IT Systems, the projects must have start and end dates within the same financial year.

 For further information on entering activity types into the Department's IT Systems, see the [Department's training resources](#).

(Deed Reference(s): Clause 125.1)

### 20.5.3. Suitable Work for the Dole activities

Work for the Dole activities must focus on providing Participants with work-like experiences that include skills that are in demand within the local labour market and provide training that is relevant to, or a prerequisite for, the activity that is being undertaken. Work-like experiences involve providing Participants with experiences that are similar to those in a workplace. Participation in Work for the Dole activities is intended to assist in preparing Participants to take up employment. Work for the Dole activities must be available to Participants for a minimum of 8 weeks.

Providers should also take into consideration the types of activities undertaken by a Host Organisation to ensure that Work for the Dole activities meet program requirements and do not bring the Commonwealth into disrepute. Refer to the list of Prohibited Work for the Dole activities for more information.

### 20.5.4. Prohibited Work for the Dole activities

In addition to the activities listed in the [Identifying Suitable Activities for Participants](#) section, an activity must not be a Work for the Dole activity, where it:

- requires the Participant to undertake activities in a non-face-to-face environment (i.e. all aspects of activities must be undertaken in-person at the activity location)
- is in Early Childhood Education settings such as childcare and early learning or preschools
- involves personal care of people, of an intimate nature, including dressing, showering, feeding or toileting, or professional services
- results in a benefit or gain to the Provider, or would fund any operations, activities, or infrastructure of the Provider
- involves work which would have been undertaken by a paid worker if the Work for the Dole activity had not taken place
- involves tasks that primarily promote a particular religious or political view
- might bring, the Work for the Dole Program, the Provider or the Department into disrepute.
- is otherwise prohibited under any Guidelines or by any advice provided by the Department

An activity must not be a Work for the Dole activity, unless it is a Community Support Project or otherwise specified in any Guidelines, where it:

- involves working exclusively on private property
- requires Participants to enter private homes or grounds, unless prior approval is obtained from the Department
- competes with established businesses
- fulfil a function that is part of a commercial contract or enterprise
- is undertaken for a for-profit organisation or on a for-profit basis

An activity must not be a Work for the Dole activity, unless it is an Indigenous specific activity and the Department's prior written approval has been obtained, where it:

- involves undertaking tasks for a Family Member

An activity must not be a Work for the Dole activity, unless the Department's prior written approval has been obtained, where it:

- involves a residential or an overnight accommodation component

(Deed Reference(s): Clause 120.7)

### 20.5.5. Displacement

Work for the Dole activities, whether they are Placements or Projects, must not displace paid workers. Work for the Dole Places must not:

- involve the same tasks that would normally be done by a paid worker, including a worker in casual or part-time work, and/or
- reduce the hours usually worked by a paid worker or reduce the customary overtime of an existing employee.

In addition, a Work for the Dole Place must not proceed if:

- an organisation has downsized its workforce in the previous 12 months—for example, through redundancies or termination—and the tasks that are being proposed are doing the same tasks as those roles made redundant, and/or
- it is being used as a stop-gap measure while an organisation is undertaking recruitment exercises or as a way of meeting ad-hoc needs in lieu of creating paid employment opportunities.

If a Provider becomes aware of displacement, the Provider is required to advise the Department through its Provider Lead and act in accordance with the Deed.

If the Work for the Dole activity has been created but Places have not been filled, the activity must be closed immediately.

(Deed Reference(s): Clause 120.9)

### 20.5.6. Indigenous specific activities

Providers should look for opportunities to establish Indigenous specific, community-based Work for the Dole activities.

Indigenous specific activities are activities which:

- have an Indigenous Host Organisation and/or are for the benefit of an Indigenous community
- are linked to community goals
- help support achievable and meaningful career pathways for Indigenous Participants
- can be Placements or Projects

Non-Indigenous Participants can also undertake an Indigenous specific activity.

Providers can access the Employment Fund to provide non-accredited pre-placement training to Indigenous Participants and Host Organisations with Indigenous Participants undertaking a Work for the Dole activity.

More information on access to the Employment Fund can be obtained through the Employment Fund Chapter noting that the Employment Fund may not be used to pay for police checks for Work for the Dole Participants.



Indigenous specific flag must be selected when creating an Indigenous specific activity.

### 20.5.7. Community Support Projects

CSPs are Work for the Dole activities that will contribute to recovery efforts following a disaster event or assist with nationally significant projects at a local level that have been identified as providing a social, economic, environmental, cultural and/or heritage benefit to the Australian community.

Where a CSP is assisting because of a natural disaster, the project should not compete with the work of, or replace the roles of, specialised emergency services (such as the State Emergency Service).

CSPs require the prior written approval of the Department to proceed. CSPs:

- respond to, and assist with, the recovery from declared national, state, territory and local community natural disasters
- assist not-for-profit and volunteer organisations that are supporting affected communities
- support local residents and assist rebuilding of the local economy
- provide logistical support to emergency services personnel in areas such as food preparation, delivery of clothing and maintenance of emergency services accommodation and infrastructure
- respond to other events and/or identified tasks that positively impact on local communities or at a national level
- assist the community where there is an identified need for a coordinated national activity and human resources and finances are limited.

### Flexibilities available in Natural Disaster Zones/Areas for CSPs

The Department will ease some restrictions on Work for the Dole activities when CSPs are established following a natural disaster in areas where the Australian or state/territory governments have declared a State of Emergency or a Natural Disaster Zone/Area or as determined by the Department.

This means that Providers can develop activities that:

- operate on private residential properties, in private commercial businesses and with farming enterprises. This could include primary producers, a group of local small businesses or disadvantaged community members such as the elderly or disabled
- carry out tasks that are normally prohibited—for example, activities that may compete with or support an established business or a commercial contract or enterprise, and/or
- would normally be prohibited because the activity or Host Organisation has received government funding

Providers must continue to meet all other Deed and Guideline requirements.

### Who can be the Host Organisation for CSPs?

CSPs must only be hosted by:

- Providers
- not-for-profit organisations/charities
- local, state, territory or Australian Government organisations or agencies, or
- a not-for-profit arm of a for-profit organisation.

## Implementation

CSPs can be initiated by one or more Providers (as a joint activity), however an Arranging Provider must be identified. Providers should consult with authorities and community organisations in the local area to offer assistance with the recovery and/or restoration activities. In this way, Providers can target activities most appropriately. There is no limit on the number of CSPs that a Provider can create.

The Provider/s must complete a Work for the Dole Community Support Project Proposal Form and submit to the Department for approval. Providers must demonstrate the following in their proposal:

- broad benefit to the wider community from working on private residential property, with private commercial businesses and with farming enterprises (that is, the economic benefit of having families, communities and local businesses return to normal life as soon as possible)
- that they are not working with just one person or entity, except in the case of farmers, where large infrastructure restoration is required to protect the community (for example, repairing common boundary fences along public roads and highways). Activities can assist homeowners or business operators, provided they offer support to multiple establishments in the surrounding area
- a focus on repair and restoration work (activities should not be seen to add value over and above what was previously in place)
- that Participants will not be undertaking tasks that could be perceived as 'business as normal' tasks
- that Participants will not be kept working on the CSP for indefinite periods of time and are provided with appropriate skills and work-like experiences.

Provider Leads will assess proposals for CSPs as quickly as possible. It may be useful for Providers to include their Provider Lead in early conversations about the proposed activity to assist this process.


## Use of Work for the Dole Payments in CSPs

Work for the Dole Payments cannot be used to purchase materials that may be funded through other sources, such as insurance or flood recovery funding, grants or payments that improve the capital value of a property to the sole benefit of a property owner or entity.

In addition, Providers cannot purchase or reimburse the following items using Work for the Dole Payments for CSPs:

- additional Supervision costs where the Supervisor is the farmer on the site where CSPs are taking place
- material costs such as water, fuel, stock feed and fencing materials
- upgrades to equipment owned by a landowner, or
- costs involved in the transport of such things as fencing material or stock feed.
- Providers should adhere to all other standard Deed and Guideline requirements when determining the types of purchases for which Work for the Dole Payments can be used.

## Entering CSPs into the Department's IT Systems

 Providers should make Work for the Dole Places in CSPs viewable in the Department's IT Systems to other Workforce Australia Services Providers and consider requests to collaborate.

### 20.5.8. Private Property

Where a proposed Work for the Dole activity involves entering private homes or grounds or working exclusively on private property, the Provider is required to seek the Department's agreement to undertaking the activity by sending a written request to the Provider Lead.

A request to the Department for activities requiring entry to, or work on, Private Property must include:

- a clear description of the Work for the Dole activity, including:
- the reason for Participants needing to enter private homes or grounds
- the part(s) of the activity that will involve entering private homes or grounds, or working on private property
- the approximate amount of time that Participants will spend on the property
- where known, the location of the property (note that this can be at a regional level)
- whether the activity is for private benefit
- details of the Supervision provided to Participants, including details of how the Host Organisation manages its employees and who will supervise Participants
- a copy of the Activity Risk Assessment that addresses specific risks regarding private property, including mitigation strategies and work health and safety procedures
- confirmation whether, for the duration of the activities, there is public liability insurance, written on an occurrence basis, with a limit of indemnity of at least \$20 million in respect of any one occurrence, which covers the liability of the lessor or owner of the land on which the activities take place, including to the Participant.

When seeking permission, the Provider is required to ensure there is sufficient and detailed information to inform the Department's decision. The Department may ask for additional documentation or information to support the request at any time.

The Department will acknowledge receipt of the request within 2 Business Days and endeavour to respond within 5 Business Days. It will provide its agreement or refusal in writing.

In addition to any other relevant conditions imposed, Providers must:

- undertake regular reviews of the Work for the Dole activity (the frequency of these reviews will be at the discretion of the Provider and should take into account the nature of the activity and the requirements of the Participant)
- advise the Department of any changes to the nature or circumstances of the activity. In these circumstances, the Department may review its permission for the activity, including possible cessation

(Deed Reference(s): Clauses 122, 124, 125.11)

### 20.5.9. Supervision

For the purposes of Supervision at Work for the Dole activities, Providers must refer to and comply with the requirements specified in the [Activity Management Chapter](#).

Providers must ensure that Participants will be adequately and appropriately supervised at all times. In addition, for activities involving identified vulnerable people, there must be Continuous Supervision.


Supervisors need to be aware of non-Work for the Dole Participants (e.g. members of the public) on site at activities and their level of interaction with and proximity to Work for the Dole Participants while undertaking the activity.

- ✚ Providers should also carefully consider the appropriate ratio of Supervisor(s) to Participants, depending on how many Participants there are and the nature of the activities taking place at the site, to ensure the health, welfare and safety of Participants and members of the public. Where a Host Organisation has multiple activities, the Provider must take this into account.

**Example:** If the nominated Supervisor is also Supervising other Work for the Dole activities, this could significantly affect the Supervision ratio for the activities involved. The Arranging Provider should also liaise with other Arranging Providers with activities at the site to ensure a consistent approach is undertaken to risk assessments, acquittal/reimbursements and other program requirements.

Arranging Providers must ensure that the Host Organisation has Supervisors on all Work for the Dole activities for the duration of each activity who meet these requirements as well as those outlined in the [Activity Management Chapter](#).

If there are to be changes in the Supervisor arrangements (for example, a new Supervisor is introduced or a Supervisor is away) during an activity, the Arranging Provider needs to ensure that the Host Organisation is aware that they need to notify the Arranging Provider of the change in Supervisor arrangements and confirm they meet the above requirements. Providers should also ensure that Host Organisations have a procedure in place for non-attendance by Supervisors, especially at short notice.

-  Providers must keep records of all Supervision arrangements and the associated Supervision period. This information should also be kept up-to-date in the Department's IT Systems.

If a Participant is not self-reporting, then the Arranging Provider must ensure that the Supervisor notifies the Arranging Provider of any Participant non-attendance or non-compliance as soon as practicable, but by no later than the end of the relevant day. Where the 'Supervisor' mobile device application is being used by a Work for the Dole Supervisor, they will have access (through the application) to details of those Participants who are expected to participate in the activity on any given day. These details are only accessible where the Department's IT Systems is being used by the Provider to record required participation. In addition, the Provider must record the hours spent participating in the Work for the Dole activity for each Fully Eligible Participant undertaking a Mandatory Activity Requirement. Through the application, Supervisors can record attendance and preliminary non-attendance results, which will be automatically sent to the Department's IT Systems.

All reported non-compliance must be followed up by the Provider.


(Deed Reference(s): Clause 80, 124)

### 20.5.10. Checks

Providers must refer to and comply with the requirements specified in the [Conducting Background Checks](#) section in the [Activity Management Chapter](#).

Providers must, in accordance with the Deed and these Guidelines, establish whether the nature of a Work for the Dole activity requires Participants and/or Supervisors and/or relevant Personnel to have checks, and arrange those checks if required to do so.

Where a Provider creates a Work for the Dole activity, they must identify, in consultation with the Host Organisation, whether any checks will be required and any associated costs.

 If a Work for the Dole activity requires the Participant to have identified checks, the Provider must record this in the Department's IT Systems.

Where checks are required, Providers must arrange and pay for the checks to be completed before allowing the Participant to participate in that activity (as per the Deed). The Work for the Dole Payments may be used by the Provider to pay for any appropriate checks required for the activity.

Providers should keep in mind the timeframes required for checks to be processed by external parties and how this may impact on the timeliness of placing and commencing a Participant in a Work for the Dole activity, including Participants who are to undertake Work for the Dole as the Mandatory Activity Requirement

(Deed Reference(s): Clause 80, 124.3, 124.4)


### 20.5.11. Conducting Risk Assessments

For the purposes of conducting Risk Assessments, Providers must also refer to and comply with the requirements specified in the [Conducting Risk Assessments for Specified Activities](#) section in the [Activity Management Chapter](#).

Work for the Dole Placements and Work for the Dole Projects are Specified Activities. Prior to referring a Participant to a Work for the Dole activity and entering into the Host Organisation Agreement, the Provider must ensure that an Activity Risk Assessment and Participant Risk Assessment have been completed by a Competent Person.

The Provider must also ensure that the [Activity Risk Assessment Checklist](#) is completed.

It is the responsibility of the Arranging Provider to review and update the Activity Risk Assessment for the duration of the activity.

 The Work for the Dole activity must have an Activity Risk Assessment and Activity Risk Assessment Checklist completed and uploaded to the Department's IT Systems prior to the approval and commencement of an activity.

Any time an Activity Risk Assessment is updated, the Arranging Provider must immediately notify Non-Arranging Providers with Participants in the Work for the Dole activity of the changes to the Activity Risk Assessment so they can review their Participant Risk Assessment and determine if the activity is still suitable for the Participant. If the Work for the Dole activity is not assessed as suitable, the Participant must be exited from the Place and referred to a more suitable Work for the Dole activity or another Approved Activity.

If the proposed or actual changes to the Work for the Dole activity include risks that cannot be mitigated or adequately managed by the Provider and/or the Host Organisation, the Arranging Provider must cease the activity and notify the Host Organisation, Non-Arranging Providers and their Provider Lead.

(Deed Reference(s): Clause 121.1, 122)

### **20.5.12. Activity Risk Assessment**

The Provider must ensure an on-site Activity Risk Assessment is undertaken by a Competent Person for each potential Work for the Dole activity. Through this Activity Risk Assessment, the Competent Person must be satisfied that there is a safe system of work in place prior to the activity being approved.

The Activity Risk Assessment must include the name and ID of the activity when it is uploaded to the Department's IT System.

An optional template is available for Providers to use, however, all Activity Risk Assessments must identify, assess and record all work health and safety issues and any other concerns at the site or premises where a Participant will undertake the activity (in accordance with the Deed), such as:

- physical (e.g. noise, heat, cold, dust, step/stairs, slippery surfaces, lifting, manual handling)
- chemical (e.g. acids, poisons, asbestos, flammable and hazardous substances)
- biological (e.g. radiation, lead)
- psychological, such as arising from fatigue, shift work (mental tiredness), bullying or harassment
- work that is inherently dangerous (e.g. working with electricity, heavy machinery, at heights or requiring formal competency/operator tickets)
- electrical equipment (e.g. electrical equipment not tested and tagged e.g. machinery, power tools, kitchen appliances)
- warehousing, traffic management and driving (e.g. traffic and pedestrian interactions not marked appropriately with safe clearances and walkways, vehicles and mobile plant registered and well maintained)
- emergency preparedness (e.g. emergency drills/procedures, floor maps, exit signs, fire extinguishers and first aid kits must be in place).

The Activity Risk Assessment must also identify/include:

- that the Host Organisation and Competent Person are satisfied that the Host Organisation has adequate work health and safety processes in place to deliver the activity safely
- that the Host Organisation and Competent Person are satisfied that the Host Organisation is compliant with the relevant legislative and regulatory work health and safety obligations
- all steps and measures that will be put in place to mitigate any identified issues and concerns
- the nature, scope and duration of any training, including work health and safety training, to be undertaken by the Participant at commencement and for the duration of the activity
- any specific personal protection equipment and clothing that is required for the Participant to participate safely in the activity and whether this material will be provided by the Host Organisation or will be arranged by the Arranging Provider or Participant's provider
- if the activity will involve direct or indirect interaction with Vulnerable people and whether relevant checks should be undertaken



- the Supervision arrangements, including the level (that is, ratio and frequency) of Supervision that will be provided to the Participant and the experience, skills and knowledge of the Supervisor(s), and the Organisation has undertaken relevant checks on Supervisors and that Supervisors meet any additional statutory requirements, prior to being given responsibility for the Supervision of Participants
- confirmation that where the activity involves vulnerable people, the Host Organisation will provide continuous Supervision for the duration of the activity
- confirmation that the Host Organisation is satisfied it has current and appropriate insurance to cover any risks associated with the Work for the Dole Place
- whether there are other activities (including other Work for the Dole activities) taking place at the site and any associated risks are identified and addressed
- availability and details of appropriate facilities (e.g. access to drinking water, toilets) to the Participant for the duration of the activity.

(Deed Reference(s): Clause 122)

### 20.5.13. Multiple Work for the Dole activities in the same locations


- ✚ Where any Work for the Dole activity involves Placements undertaking tasks across multiple locations, one comprehensive Activity Risk Assessment may be conducted. However, the Activity Risk Assessment must clearly identify the multiple locations and corresponding hazards and risks at each of the different locations, including travel between these locations.


### 20.5.14. Activity Risk Assessment Checklist

The Activity Risk Assessment Checklist must be completed by a Competent Person, prior to a Work for the Dole activity commencing.

- ✚ The Arranging Provider must complete the [Activity Risk Assessment Checklist](#). The Activity Risk Assessment Checklist must be completed accurately, in full in the format provided, and the template must not be altered. Should a change to the activity require an update to the Activity Risk Assessment, the Activity Assessment Checklist will also need to be updated to align with the Activity Risk Assessment.

A template for the [Activity Risk Assessment Checklist](#) is available on the Provider Portal.

-  Each Activity Risk Assessment must include the completed Activity Risk Assessment Checklist and be uploaded to the Department's IT Systems. The Activity Risk Assessment Checklist should be used as a cover page to the Activity Risk Assessment.

-  The Arranging Provider must maintain Records of all Activity Risk Assessment they have undertaken and provide these Records to the Department upon request.

(Deed Reference(s): Clause 121.1, 122)

### 20.5.15. Conducting a Participant Risk Assessment

Providers must, in accordance with the Deed, ensure a Participant Risk Assessment is undertaken by a Competent Person for each individual Participant before the Participant is referred to, or participates in, a Work for the Dole activity. The Participant Risk Assessment must ensure that the

Work for the Dole activity is suitable for the Participant, taking into account any relevant circumstances and work restrictions of the Participant.

The format of the Participant Risk Assessment is not prescribed for Work for the Dole activities, however, the Participant Risk Assessment must specify:

- that the Activity Risk Assessment has been reviewed
- the Participant's personal circumstances and work restrictions. This could include, but is not limited to:
  - working capabilities and capacity
  - transport restrictions
  - carer responsibilities
  - specific injuries
  - pregnancy
  - allergies or other health issues (e.g. diabetes)
  - history of aggressive behaviour
- any training, additional to that contained in the Activity Risk Assessment, including work health and safety training, required for the Participant to participate safely, and ensure that training is of sufficient length and quality
- any specific personal protection equipment, clothing or materials, additional to that contained in the Activity Risk Assessment required for the Participant to participate safely, and ensure that such materials will be provided to the Participant
- that the level of Supervision being provided is adequate and appropriate for the Participant
- the Participant has been advised of the work health and safety and incident reporting and escalation processes
- the Participant has been provided with the location or access to [the WHS Incidents and Insurance Reader's Guide – Participants](#), and
- whether any checks (for example, National Criminal Records and/or Working with Vulnerable People/Children Checks) are required and ensure that such checks will be completed prior to the Participant commencing in the activity.

In addition, the Provider must, if applicable and only if the Participant provides consent, discuss the personal circumstances of the Participant with the Arranging Provider/Host Organisation to determine whether they can be accommodated and whether the Work for the Dole activity will be suitable. If any of these elements is not met, the Participant must not be commenced into the activity.

The Participant Risk Assessment must also be signed and dated by the Participant before they commence in the activity.

#### **20.5.16. Host Organisation Agreement**

For the purposes of completing Host Organisation Agreements, Providers must also refer to and comply with the requirements specified in the Engaging with Host Organisations Section in the [Activity Management Chapter](#).








Providers can provide Work for the Dole activities themselves if they are eligible to be Host Organisations or arrange Work for the Dole activities from a Host Organisation.

If a Provider provides a Work for the Dole activity itself (i.e., the Provider and the Host Organisation have the same ABN), the Provider is not required to enter into a Host Organisation Agreement for the Work for the Dole activity. However, the Provider must upload to the Department's IT Systems a document setting out Work for the Dole activity details, corresponding to the information required to be included in [Part 1 of the Host Organisation Agreement Template – Work for the Dole Project](#) or [Host Organisation Agreement Template – Work for the Dole Placement](#) (as relevant), prior to the start date.

For all other Work for the Dole activities, a Host Organisation Agreement must be completed, signed and dated for each Work for the Dole activity by the Arranging Provider and Host Organisation. Template agreements are available for Providers to use.

Where a Provider uses its own agreement format for these purposes, they must ensure that all topics in the Department's template agreement are covered in their agreement and must include, word for word, any clauses specified as mandatory in the Department's template agreement.

The Arranging Provider must negotiate and execute the Host Organisation Agreement before any Participants can be commenced in the activity. The Provider must retain written evidence of any agreed changes to the Host Organisation Agreement.

-  If the Arranging Provider for the activity is different from the Provider who created the activity, the Arranging Provider—as part of negotiating the Host Organisation Agreement—must ensure a Competent Person checks the Activity Risk Assessment, confirm with the Host Organisation that all controls listed in the Activity Risk Assessment have been implemented and if there have been any changes, and update the Activity Risk Assessment as necessary.
-  The completed Activity Risk Assessment, including the Activity Risk Assessment Checklist, must be provided to the Host Organisation with the final Host Organisation Agreement to ensure that all parties are aware of any identified issues so they can be appropriately managed.
-  The final Host Organisation Agreement or, where relevant, the alternative document setting out Work for the Dole activity details, must be uploaded to the Department's IT Systems prior to the approval and commencement of the activity.
-  Host Organisation Agreements must be reviewed and updated or renegotiated every 12 months. As part of this process a new Activity Risk Assessment, including the Activity Risk Assessment Checklist, must be completed.
-  A copy of the revised Host Organisation Agreement and any subsequent versions must be retained.
-  The revised Host Organisation Agreement (including any subsequent versions) must be uploaded to the Department's IT Systems.
-  The Arranging Provider must retain written evidence of any agreed changes to the Host Organisation Agreement.


(Deed Reference(s): Clauses 122.4, 125.4)

## 20.6. Provision of Skills Development and Training

### 20.6.1. Providing suitable skills development

To improve the work readiness of Participants, Work for the Dole activities should include some or all of the 10 Core Competencies identified by the [National Skills Commission](#).

The relevant Core Competencies should be identified, in consultation with the Host Organisation when establishing the Work for the Dole activity. The Host Organisation Agreement should reflect the Core Competencies being addressed within the activity.

 The Core Competencies covered in each Work for the Dole activity should be listed in in the Department's IT Systems.


### 20.6.2. Provision of training

Training should be offered to a Participant if it forms part of, or is relevant to, the Work for the Dole activity. This must include any relevant work health and safety training required.

Wherever possible, Work for the Dole activities should also include the attainment of a licence, qualification, Micro-credential or other recognised skill, to assist in improving the employment opportunities of Participants. Providers should keep in mind the skills in demand in their local area when determining the inclusion of relevant skills development within Work for the Dole activities.

Work for the Dole Fees can be used to support the delivery of this training.

Where the Work for the Dole activity includes the opportunity for the attainment of a licence, qualification, Micro-credential or other recognised skill, Providers should ensure the activity offers Participants the opportunity to develop experience using that licence, qualification, Micro-credential or other recognised skill.

 The training intended to be delivered within the Work for the Dole activity, should be outlined in the Training Requirements section of the Department's IT Systems.

(Deed Reference(s): Clauses 125.1, 125.9)

### 20.6.3. Partnering with Registered Training Organisations

As Work for the Dole activities may include specific training elements, Providers may engage Registered Training Organisations (RTOs) to deliver these training elements.

A Provider, who is also an RTO, or is associated with an RTO, may deliver training for up to 50 per cent of their Work for the Dole activities. However, a Provider may not engage themselves to deliver training on a Work for the Dole activity where they are both the Arranging Provider and the Host Organisation. In some circumstances, for example, if the Provider is the only RTO in the Employment Region or sub-Employment Region, the Provider may seek written approval from the Department to exceed this cap.

## 20.7. Managing work health and safety and incidents

For the purposes of managing work health and safety and incidents at Work for the Dole activities Providers must refer to and comply with the requirements specified in the [Managing Work Health and Safety for Activities](#) section in the [Activity Management Chapter](#).

(Deed Reference(s): Clauses 121, 125.3)

## 20.8. Managing/Monitoring activities

### 20.8.1. Recording the activity on the Department's IT Systems

Where the Provider has determined that the Work for the Dole activity is appropriate, details of the activity must be recorded in the Department's IT Systems.

A Work for the Dole activity must be for a minimum of 8 weeks, however, Work for the Dole activities can be created for up to 12 months. Work for the Dole Places must be a minimum of 15 hours per fortnight for the duration of the activity.

### Extending Work for the Dole Placements

If a Host Organisation wishes to establish a Work for the Dole Placement of more than 12 months, the activity will need to be entered into the Department's IT Systems for 12 months and must only be extended for up to another 12 months' duration once the Activity Risk Assessment and Host Organisation Agreement have been reviewed.

### Extending Work for the Dole Projects

Work for the Dole Projects cannot be extended into a new financial year. If a Host Organisation wishes to continue a Work for the Dole Project into a new financial year, a new activity must be created, taking into consideration the availability of Work for the Dole Projects Funding.

### Activity Schedules

The Provider must enter in the schedule/s that will apply to the activity prior to advertising the activity. The schedule/s relate to the days/hours that Participant/s may participate in the activity. Schedules are set for a period of time – for example, Monday to Thursday from 9 am to 4 pm or Monday, Wednesday, Thursday from 11 am – 5 pm. The schedules will depend on when the activity is being run and how Participants will participate.



All schedule/s are developed during the activity creation to approval stage. For further information on recording activities in the Department's IT Systems, see the [Employment Services Task Cards](#).

### Advertising the Activity

Providers may choose to advertise at a national, state/territory, Employment Region, Organisational or Site level.

The advertising level can be changed by the Arranging Provider at any time. For example, if the activity was advertised to an Employment Region, it could later be advertised to the State level.

Once an Arranging Provider decides the advertising level, they can then reserve places for other Providers. Reserved Places will be held for up to 2 Business Days from the date the reservation is made. If a Provider does not claim their Reserved Place within the necessary timeframe, it will be returned to the pool for advertising.

Where a Place is claimed by a Provider, and a Participant is referred, but does not commence within 10 Business Days, the Place will be readvertised to the original pool to which the activity was first advertised.

### 20.8.2. Claiming a Work for the Dole Place



Providers can claim a Work for the Dole Place up to 5 Business Days before a Participant commences in a Work for the Dole activity. This gives Providers flexibility in managing their Participants.

Where a Provider claims a Work for the Dole Place in an activity that has started, the Provider must:

- identify and assign a Job Seeker ID to the Place
- commence the Participant in that Place within 10 Business Days of claiming the Place. If this does not occur, the Work for the Dole Place will automatically be readvertised to those Providers to which the activity was first advertised

Providers are able to claim a future Work for the Dole Place up to 10 Business Days before the start date of the new Work for the Dole activity. When claiming the Place, Providers must:

- identify and assign a Job Seeker ID to each Work for the Dole Place they require
- commence the Participant in the activity within 10 Business Days of the activity start date. If this does not occur, the Work for the Dole Place will automatically be readvertised to those Providers to which the activity was first advertised.

To ensure the Host Organisation's needs are met, where a Provider claims a Work for the Dole Place they must utilise as much of the Work for the Dole Place as possible. This will be monitored by the Department.

(Deed Reference(s): Clause 125.8)

### 20.8.3. Commencing a Participant in a Work for the Dole Place

Before commencing a participant in a Work for the Dole activity the Provider must:


- as part of conducting the Participant Risk Assessment, examine the Activity Risk Assessment to ensure that the Work for the Dole activity is appropriate and safe for the Participant
- ensure that relevant checks (for example, criminal records/police checks and Working with Vulnerable People Checks) have been finalised
- consider a Participant's individual circumstances, capabilities, skills and work experience and only commence Participants in Work for the Dole activities that are safe and suitable to the participation requirements and capabilities of the Participant and the activity


Where a Participant commences in and subsequently leaves a Placement or Project activity before its conclusion, their Provider should identify and place another suitable Participant in that Place, where possible, within 5 Business Days. If no Participant is able to be placed in the activity within this

timeframe, the activity Place will be made available in the original pool in which it was advertised. This is to ensure Host Organisations have Participants in their activities and minimises the delay in progressing projects.

The Department will monitor timeliness in placing subsequent Participants and utilisation of Places in an activity.

(Deed Reference(s): Clause 125.6, 125.8)

 Providers must confirm the Work for the Dole commencement in the Department's IT Systems no later than 5 calendar days after the Participant commences in the Work for the Dole activity.

 To ensure PBAS Points are accurately applied, Providers should select the Placement type 'Part Time' where the Participant is scheduled to undertake up to 15 hours (15 points) per week and 'Full Time' where the Participant is scheduled to undertake over 15 hours per week (20 points).

#### 20.8.4. Managing Participants undertaking Work for the Dole activities

The Provider must schedule participation requirements into the Participant's Electronic Calendar. For Participants who are not capable of self-reporting their attendance at activities, the Provider must enter the attendance result on behalf of the Participant by close of business on the day of the requirement.

Arranging Providers must:


- ensure that arrangements are in place for Host Organisations or Supervisors to advise the Provider (through the Arranging Provider as appropriate), as soon as practicable, when a Participant does not attend their activity
- follow up on preliminary non-attendance results from the Supervisor App and follow up on any non-compliant behaviour reported
- where possible, replace any Participant who leaves a Work for the Dole Place early

While Participants are undertaking Work for the Dole activities, Providers must:

- review the Participant Risk Assessment if the Activity Risk Assessment is updated, if there are changes to the activity tasks or circumstances, or if the Participant's circumstances change
- maintain contact with the Participant to ensure that they continue to focus on looking for work as well as participating in Work for the Dole activities
- work with Participants who are not yet capable of self-reporting their own attendance at Work for the Dole activities to develop these skills
- refer to the [Targeted Compliance Framework and Mutual Obligation Failures Chapter](#) when non-compliance is identified, for required action including recording decisions and re-engaging Participants

(Deed Reference(s): Clause 125.6)

For further information on scheduling participation requirements in the Participant's Electronic Calendar in the Department's IT Systems. For further information, see the [Targeted Compliance Framework and Mutual Obligation Failures Chapter](#).

 For further information on reporting attendance at activities on behalf of the Participant in the Department's IT Systems, see [Recording and Monitoring Attendance at Activities](#).

### 20.8.5. Monitoring of Work for the Dole Places

Providers must track Work for the Dole activities and ensure that Places that are time sensitive are filled as a matter of priority. Providers should ensure that Host Organisations are kept informed in a timely manner regarding the availability of suitable Participants so the delivery of Activities can be managed.

(Deed Reference(s): Clause 125.8)

### 20.9. Participant Completion of Activities

In addition to the requirements outlined in [Completion of Activities](#), where a Participant completes their participation in a Work for the Dole activity, prior to the Expected End Date, the Provider must exit the Participant from the Place in the Department's IT Systems in a timely manner.



Providers must ensure all Participants are exited from their Work for the Dole activity in the Department's IT Systems if they have completed their Placement or Project activity or have transferred to another activity or service and are no longer attending Work for the Dole.

### 20.10. Work for the Dole Payments

Work for the Dole Payments are designed to offset the running costs of a Work for the Dole activity for the Provider and the Host Organisation. Providers must ensure that the Host Organisation is aware that:

- costs must not be inflated and must be representative of actual costs incurred
- Work for the Dole Payments are not grants and there is no guarantee of repeat funding, and, therefore, Host Organisations should not rely on Work for the Dole funding to support their operations.

A Provider cannot use the Employment Fund for any Work for the Dole expenses including police checks for Participants who will be undertaking Work for the Dole. These checks along with Vulnerable People Checks are to be paid for by the Work for the Dole Payments. The Employment Fund may however be used for non-accredited pre-placement training to Indigenous Participants and Host Organisations with Indigenous Participants undertaking a Work for the Dole activity.

(Deed Reference(s): Clause 150.7, 160.1)

#### 20.10.1. Work for the Dole Placement Fees

The Work for the Dole Placement Fee is paid per commencement for Placement activities. The Work for the Dole Placement Fee can only be used to help offset costs of the Host Organisation or the costs of Participants undertaking Work for the Dole activities.

Where the Arranging Provider commences a Participant in a Place, they will receive the Work for the Dole Placement Fee. At least 50 per cent of this Fee must be passed on to the Host Organisation.

Where a non-Arranging Provider commences a Participant in an activity, the non-Arranging Provider will receive 50 per cent of the Work for the Dole Placement Fee. The Department's IT Systems will automatically transfer the remaining 50 per cent of the Work for the Dole Placement Fee to the Arranging Provider for them to pass to the Host Organisation. This is not considered a payment to the Arranging Provider. Where the Provider has agreed to pass on more than 50 per cent of the



Work for the Dole Placement Fee to the Host Organisation, payment of any additional Work for the Dole Placement Fees from the non-Arranging Provider must be facilitated between the Arranging and non-Arranging Provider.

A maximum of 3 Work for the Dole Placement Fees will be paid per Participant, per 12 month period, even if the Participant has changed Providers. The Department may allow for the payment of additional Work for the Dole Placement Fees upon approval, under exceptional circumstances. Providers must send a written request to their Provider Lead detailing the reasons for the additional Work for the Dole Placement Fee. Once received, the Provider Lead will process the request through the Department's IT Systems.

If any amount of the Fee has not been expended, the Provider must use the balance solely for Services undertaken by the Provider that are directly related to Work for the Dole. These funds do not need to be acquitted.

(Deed Reference(s): Clause 160.2, 160.3, 160.4, Annexure B1 - Payments and Employment Fund Credits - Table 8C)


### 20.10.2. Work for the Dole Projects Funding

**Note:** Work for the Dole Projects are available from 4 October 2022.

Work for the Dole Projects Funding is notionally allocated every financial year, based on a Provider's anticipated caseload, per Employment Region. Providers may request additional funding where there is a demonstrated need. Requests should be submitted to their Provider Lead before the end of February each year, using the Request for additional Work for the Dole Projects Funding form, available on the Provider Portal.

### Work for the Dole Projects Fund Allocation

The Department will inform Arranging Providers of their notional allocation for each Employment Region prior to each financial year.

 The notional allocation balance will be visible in the Department's IT Systems when creating a Work for the Dole Project. Providers will not be able to approve a Work for the Dole Project if the budget entered in the Department's IT Systems exceeds the Provider's notional allocation for that Employment Region.


The notional allocation cannot be transferred between Employment Regions.

Project funding notional allocations will be reviewed at least once every financial year and adjusted to incorporate any caseload variability, where necessary.

(Deed Reference(s): Clauses 161.1, 161.2)

### Budget

All Work for the Dole Projects require a Budget to ensure that Project expenditure does not exceed the notional allocation for a particular Employment Region.

 The total Budget figure must be entered into the Department's IT Systems when creating the Work for the Dole Project.

Providers must not use the Work for the Dole Project Funding to cover:

- management fees
- administration fees
- handling costs (for example, buying items for the Participant and charging them a storage fee).

Further information is available in [Managing the Work for the Dole Projects Fund Guide](#).

## Assets

Assets can be purchased for the purpose of Work for the Dole Projects and where possible should be retained for use on other Work for the Dole Projects or Placements. Where a Provider wishes to dispose of an Asset prior to the Deed or Head Licence completion date, they must seek approval in writing from their Provider Lead.

(Deed Reference(s): Clauses 161.1, 161.9-161.13)

## Advance payment

Work for the Dole Project Funding can be claimed up to 28 calendar days in advance of an approved Work for the Dole Project start date (and prior to the Project end date) in the Department's IT Systems. Where an activity is approved in the Department's IT Systems less than 28 calendar days prior to the start date, the advance payment will be made once the Provider selects the option to claim the advance payment.

Where Payments are claimed in advance, Arranging Providers may claim up to 80 per cent of the Budget recorded in the Department's IT Systems from their notional allocation. Providers are only able to claim the advance payment once per Work for the Dole Project regardless of whether they choose to claim 80 per cent or a lesser amount.

(Deed Reference(s): Clauses 161.3, 161.4)

## Reimbursement

Providers may choose to access the Work for the Dole Projects Fund via a Reimbursement. Providers will be able to claim reimbursement of Work for the Dole Project Funding once the Department has approved the relevant acquittal report at the end of each financial year.

(Deed Reference(s): Clauses 161.3, 161.7)

## Project Acquittals

An Arranging Provider is required to submit one acquittal report per Employment Region, per acquittal period. The Arranging Provider must submit this acquittal report within 56 calendar days of the end of an acquittal period. The set acquittal periods are 1 July to 31 December (interim acquittal) and 1 January to 30 June (final acquittal) each financial year. The acquittal report must include all expenditure incurred during a particular acquittal period for all the Work for the Dole Projects in that Employment Region.

Unavoidable (or 'sunk') costs incurred can be paid where reasonable, for example where a Supervisor is engaged but an insufficient number of Participants are available to complete the




Project. The Host Organisation Agreement should include a provision to close the activity early if this will avoid unnecessary ongoing costs.

The Department will monitor the use of unavoidable (or 'sunk') costs.

More details relating to Project acquittal report requirements can be found in the [Managing the Work for the Dole Projects Fund Guide](#) available on the Provider Portal.

(Deed Reference(s): Clauses 161.3, 161.5, 161.6)

## Documentary Evidence for Project Funding

-  Receipts and tax invoices or some other acceptable form of evidence of payment must be kept of all expenditure relating to Work for the Dole Projects, and the Provider must be able to explain how the costs relate to the agreed Projects. This includes maintaining an Asset Register and Disposal Plan in accordance with the Deed.
-  In exceptional circumstances where a Host Organisation is not able to provide receipts or invoices to support expenditure a Statutory Declaration may be accepted.
-  The Arranging Provider must retain written evidence of any changes agreed with the Host Organisation to the Work for the Dole Budget.

The Arranging Provider may choose to upload receipts and Budgets for Projects in the Department's IT Systems, to assist with record keeping for acquittals.

(Deed Reference(s): Clauses 28.1-28.3, 161.11)

## 20.11. Progress Payments

Progress Payments are available to claim when the Participant's circumstances have been changed during participation in Workforce Australia Services such that they are more prepared to gain and maintain Employment. Participation in a Work for the Dole activity may contribute towards a Progress Payment except where it is undertaken as a Mandatory Activity. For Progress Payments, Providers must refer to and comply with the requirements specified the [Provider Payments and Vacancies Chapter](#).

## Chapter 21. Voluntary Work

### Supporting Documents for this Chapter:

- [Voluntary Work Host Organisation Agreement template](#)

### 21.1. Chapter Overview

<b>Description:</b> Provider Sourced Voluntary Work placements and Participant Sourced Voluntary Work aim to develop Participants' skills and experience with a not-for-profit community organisation.		<b>Activity Code:</b> VWRK - Provider Sourced N/A - Participant Sourced Job Plan Code: N/A
<b>Eligibility:</b> 15 years old and older provided it is suitable and safe.	<b>Duration:</b> Should not exceed 26 weeks, unless the Provider determines this is the best participation option under the circumstances	<b>Specified Activity:</b> Yes – if Provider Sourced Voluntary Work
<b>PBAS:</b> Yes – Please refer to the <a href="#">PBAS points values for tasks and activities in the Points Based Activation System factsheet</a>	<b>Activation:</b> <a href="#">Yes</a> - Can meet activation requirement as provider-assessed	<b>Progress Payment:</b> <a href="#">Yes</a> – work placement

In this Chapter, Voluntary Work refers to both Provider Sourced Voluntary Work (arranged by the Provider) and Participant Sourced Voluntary Work (arranged by the Participant).

This Chapter outlines the requirements Providers must adhere to when sourcing Voluntary Work, in addition to the requirements in the [Activity Management Chapter](#). It also outlines the Provider's responsibility when supporting Participants who engage in self-sourced Voluntary Work. Provider Sourced Voluntary Work is a Specified Activity arranged by the Provider. Participant Sourced Voluntary Work is self-driven and directly reported by the Participant.

### 21.2. Benefits of Voluntary Work Placements

The benefits of Voluntary Work placements for eligible Participants include:

- developing practical employability skills such as attendance and communication
- increasing networks, updating referees and building confidence
- demonstrating their skills, knowledge, experience and attitude, and gaining valuable exposure to workplaces to help them understand workplace expectations.
- providing service to a Participant's community, such as State Emergency Service and volunteer firefighting
- counts toward meeting their Points Requirement. More details on these requirements are available in the [Job Plan and Mutual Obligation Requirements Chapter](#).
- can also be undertaken to satisfy the Mandatory Activity Requirement. Refer to the [Job Plan and Mutual Obligation Requirements Chapter](#) for more information.

The TCF will not apply for non-attendance in Voluntary Work placements, however, it will apply if Participants fail to meet their Points Requirement.

The benefits of Provider Sourced Voluntary Work placements for the Host Organisation may include:

- access to extra sets of hands to undertake activities and projects that may not normally get done
- access to support from the Provider to source suitable Participants, and contribute towards participation costs, such as relevant checks
- Participants referred by a Provider are covered by personal accident insurance and public and/or product liability insurance.

## **21.3. Role of Providers**

### **21.3.1. Provider Sourced Voluntary Work**

The role of the Provider is to:

- arrange suitable Provider Sourced Voluntary Work placements for participants in not-for-profit Host Organisations
- determine the suitability of Activity Host Organisations and their proposed placements and discuss the opportunities with the participant to determine their interests, experience, skills, and suitability for the available placement
- support Participants declaring their attendance at Voluntary Work.

State-based laws may apply to Voluntary Work placements. Please check with your relevant State/Territory government for more information.

Participant Sourced Voluntary Work is Voluntary Work that a Participant with a Points Requirement has identified and secured for themselves. Participants can report the hours retrospectively as a Job Search Related Task. Documentary Evidence is not required for Participant Sourced Voluntary Work. Providers must ensure Participants are not reporting hours for Provider Sourced Voluntary Work as a Job Search Related Task.

### **21.3.2. Participant Sourced Voluntary Work**

Where Providers are aware Participants are undertaking Participant Sourced Voluntary Work, they should discuss with the Participant how the activity benefits and contributes to improving employment prospects, including adding experience to their resume and leveraging job networking. Where appropriate, Providers should encourage Participants to diversify their job search efforts and activities where the Participant Sourced Voluntary Work is not contributing to their employment prospects.

## **21.4. Eligibility**

### **21.4.1. Eligible Participants**

The Provider may arrange a Provider Sourced Voluntary Work Placement for any Participant on their Caseload who is aged 15 and over, if they are of the view that the Participant would benefit from the Activity, and the Activity is suitable and safe for the Participant.

Participants of any age are eligible to participate in Participant Sourced Voluntary Work.

### 21.4.2. Eligible Host Organisations

In addition to the Host Organisation requirements and prohibitions outlined in the [Eligible Host Organisations section](#) of the [Activity Management Chapter](#), Voluntary Work Host Organisations must be a:

- not-for-profit organisation/charity, or
- not-for-profit arm of a for-profit organisation, or
- community service (examples include firefighter reserves, State Emergency Service, school canteen, etc.)

Voluntary Work can be conducted in an eligible Host Organisation's place of business where all other requirements specified in the Deed and Guidelines have been met.

### 21.5. Arranging Placements

In addition to the Activity requirements and prohibitions outlined in the [Identifying suitable Activities for Participants section](#) of the [Activity Management Chapter](#), Voluntary Work placements must:

- be of benefit to the Participant and the local community and offer no financial gain to the volunteer organisation
- provide the Participant with the opportunity to gain vocational and nonvocational skills that will directly improve their Employment prospects, such as the ability to work as part of a team, take directions from a Supervisor, work independently, communicate effectively, and become more motivated and dependable
- be unpaid, however some eligible placement costs associated with Voluntary Work can be reimbursed using the Employment Fund, and
- not primarily promote a particular religious or political view.

A Provider Sourced Voluntary Work placement should not exceed 26 weeks unless the provider determines this is the best participation option under the circumstances.



For each Provider Sourced Voluntary Work Placement, an Activity record must be created in the Department's IT Systems using the Activity Code 'VWRK'.

### 21.6. Work Health and Safety



For the purposes of work health and safety, the Provider must refer to, and comply with, the requirements specified in the Deed and the [Activity Management Chapter](#).

### 21.7. Monitoring the Voluntary Work Placement


The Provider is expected to proactively monitor the Voluntary Work Placement for its duration.

In addition to the [Activity Management Chapter](#), the Provider should remain in contact with the Host Organisation and Participant to ensure:


- they are aware of any changes in circumstances affecting the Placement

- the Host Organisation is operating in accordance with the Voluntary Work Host Organisation Agreement, and
- any issues that may arise are quickly resolved.

The TCF will not apply for non-attendance in Voluntary Work placements, however, it will apply if Participants fail to meet their Points Requirement. For information on how Mature Age Participants (or Participants aged 55 and above) can meet their Mutual Obligation Requirements through Voluntary Work, refer to the [Job Plan and Mutual Obligation Requirements Chapter](#).

 The Provider must confirm the Provider Sourced Voluntary Work Placement start date in the Department's IT Systems by no later than 5 Business Days following the scheduled start date.

## 21.8. Completion

 When a Provider Sourced Voluntary Work Placement ends, the Provider must end the placement in the Department's IT Systems and provide an exit reason.

## 21.9. Payments

Progress Payments are available to claim when the Participant's circumstances have been changed during participation in Workforce Australia Services such that they are more prepared to gain and maintain Employment. Participation in Voluntary Work may contribute towards a Progress Payment based on work placement. For Progress Payments, the Provider must refer to, and comply with the requirements specified in the [Provider Payments and Vacancies Chapter](#).

## Chapter 22. Local Jobs Program

### 22.1. Chapter Overview

<p><b>Description:</b> The Local Jobs Program brings together expertise, resources and access to funding at the local level to support job seekers, employers and their communities in each region. The program has a particular focus on reskilling, upskilling and training and employment pathways.</p>		<p><b>Activity Code:</b> LCJB <b>Job Plan Code:</b> N/A</p>
<p><b>Eligibility:</b> Participants with a Workforce Australia Employment Services Provider, ParentsNext Provider, Transition to Work Provider. Arrangements for Workforce Australia Online participants will have progressed in 2022. See <a href="#">Eligibility</a> for further details</p>	<p><b>Duration:</b> Local Jobs Program Activities vary depending on project.</p>	<p><b>Specified Activity:</b> Yes</p>
<p><b>PBAS:</b> Points depend on the intensity level and/or nature of the activity. Yes - Please refer to the <a href="#">PBAS points values for tasks and activities in the Points Based Activation System factsheet</a></p>	<p><b>Activation eligible:</b> <a href="#">Yes</a> – Provider-assessed</p>	<p>Progress Payment: <a href="#">Yes</a></p>

This Chapter outlines the requirements for Workforce Australia Providers with regard to the Local Jobs Program (LJP).

### 22.2. Background

The Local Jobs Program supports tailored training and skilling solutions at the local level to connect employers with jobseekers as quickly as possible. The LJP is in 51 Employment Regions across Australia.

The program includes the following elements.

- An Employment Facilitator and a Support Officer on the ground in each region. They bring together key stakeholders including employers, employment services providers, higher education and training organisations to work collaboratively to address the priorities for the region, as identified in the Local Jobs Plan.
- A Local Jobs and Skills Taskforce with representatives from the local region. They identify key employment priorities and local workforce needs and then connect and collaborate with stakeholders to design and implement solutions.



- A Local Jobs Plan developed in consultation with local stakeholders and the Local Jobs and Skills Taskforce provides a framework for driving skills and employment outcomes in the local labour market.
- A Local Recovery Fund to support activities designed to address employment and training priorities and identify opportunities to better skill participants to meet local employer demand.
- A National Priority Fund (NPF) for innovative initiatives that address structural and other barriers to the attraction, recruitment and retention of job seekers and workers.

(Deed Reference(s): Clause 130)

### **22.3. Benefits of the Local Jobs Program**

The benefits of LJP include, but are not limited to:

- building strong connections between local stakeholders, including Providers, employers and higher education and training organisations to solve local workforce needs
- developing tailored skills and employment initiatives that meet local labour market and employer needs
- providing a mechanism to transition people into new roles by reskilling and upskilling in the skills needed in the Employment Region
- providing an opportunity for Providers to improve their local connections and creating pathways to employment for Participants on their Caseload
- enhancing collaboration and coordination between the Australian Government, state, territory and local governments and community-initiated skills and employment initiatives
- raising awareness of current and upcoming local employment and training opportunities.

The overall goal is to support significant improvements in labour market outcomes for each Employment Region by addressing the issues unique to each region.

Participants in LJP Activities can gain points under the PBAS. Refer to the [Job Plan and Mutual Obligations Requirements Chapter](#) for more information.

The TCF will not apply for non-attendance in LJP Activities, however, it will apply if Participants fail to meet their Points Requirement.

(Deed Reference(s): Clauses 90 and 130)

### **22.4. Eligibility**

To be eligible to participate in a LJP Activity, a Participant must be registered with a Workforce Australia Services Provider, Transition to Work Provider or ParentsNext Provider.

Arrangements are currently being made to allow participants who are self-managing through Workforce Australia Online Services to participate in LJP Activities funded through the Local Recovery Fund (LRF). This is expected to be progressed in 2022.

LJP activities that are delivered by the Employment Facilitator (and not a LJP Activity Host) can be open to any cohort.

Participation in LJP Activities (including National Priority Fund initiatives) is voluntary.

(Deed Reference(s): Clause 130)

## 22.5. LJP Activities

LJP Activities are locally driven and aligned to a region's employment and skills needs. Activities include:

- LJP Activities funded through the Local Recovery Fund (LRF) are determined through a tender process. These activities will require an LJP Activity Host and an LJP Activity Partner.
- other activities that do not receive funding through the LRF but which are coordinated and delivered by Employment Facilitators under the LJP.
- activities that leverage funding being provided by existing programs and services, including state and territory government programs, coordinated through the LJP.

## 22.6. NPF Initiatives

NPF initiatives are place-based approaches that will address structural and other barriers to employment and complement job creation initiatives to support Australian job seekers into work.

In contrast to LJP Activities which requires an LJP Activity Partner, Provider engagement will be variable and dependant on multiple factors including:

- the nature of the NPF initiative – some initiatives may be a research or strategy pieces involving nil or minimal participants, while others may involve mentoring and pre-employment programs relevant to skills shortages
- the target cohort – which may extend beyond participants with a Workforce Australia, Transition to Work or ParentsNext Provider; and
- requirement for the NPF initiative to count towards a Participant's Points Requirement under PBAS.

Providers can expect engagement from NPF Suppliers and/or Employment Facilitators, and where approached, must collaborate and work proactively with any of these relevant stakeholders, noting the extent of Provider involvement may be variable across NPF initiatives.

## 22.7. LJP Activity Hosts

For LJP Activities funded through the LRF, prospective LJP Activity Hosts, will initiate and develop a proposal, considering the Local Jobs Plan, local labour market and employer needs. Prior to submission, all activities must identify a Provider to partner with and work collaboratively with that Provider (known as an Activity Partner and previously referred to as the Partnering Provider) for the duration of the Activity.

Successful tenderers will enter a Commonwealth Contract with the Department.

The LJP Activity Host will be responsible for delivering the LJP Activity in accordance with their Commonwealth Contract – LJP Activity, including providing Supervision, ensuring that a safe system of work is in place, and reporting attendance and any incidents to the LJP Activity Partner who will manage distribution to any relevant Providers or the Department.

(Deed Reference(s): Clause 123, 124, 130)

## 22.8. Role of LJP Activity Partner (Partnering Provider)

An LJP Activity Partner is required for each LJP Activity funded through the LRF and needs to be identified prior to the LJP Activity proposal being submitted for tender assessment. The role of the Activity Partner includes the following.

- participating in the development phase of LJP Activities
- Setting up the LJP Activity in the Department's IT Systems, including entering the PBAS points value for the Activity as outlined in the Activity Schedule
- conducting an Activity Risk Assessment of the LJP Activity prior to commencing the delivery of the Activity and reviewing and updating as required
- distributing information in a timely fashion to other Providers in the region to support the successful delivery of the Activity
- identify potential and interested participants on their caseload and, where the participant is interested in participating in the Activity, conduct a Participant Risk Assessment to assess their suitability for participation in the LJP Activity, and reviewing and updating as required
- referring and commencing Participants on their caseload in the LJP Activity
- ensuring referrals and commencements are correctly recorded in the department's IT system (ESSWeb)
- working with Employment Facilitators to help ensure the LJP Activity meets the needs of participants and employers in the region
- collaborating with other Workforce Australia, ParentsNext and Transition to Work Providers to ensure Activities are fully subscribed with Participant referrals.
- advising the LJP Activity Host when a Participant has been referred to their LJP Activity.

The LJP Activity Partner is also responsible for distributing necessary information in a timely manner to providers with a Participant placed onto an LJP Activity. This includes:

- making the LJP Activity Risk Assessment available to Providers referring Participants into an LJP Activity.
- sharing the Activity ID with Providers referring Participants into an LJP Activity and other stakeholders relevant to the activity.
- passing on attendance information and any incidents from the LJP Activity Host to other Providers with Participants in the LJP Activity.

(Deed Reference(s): Clause 90.2, 121, 122, 124, 130)

## 22.9. Role of Providers

The LJP offers Providers the opportunity to improve their local connections and create pathways to training and employment for Participants on their caseload. Key responsibilities and actions undertaken by Providers in relation to LJP Activities, which must be done in accordance with the Deed and these Guidelines include:

- collaborating and engaging with Employment Facilitators and Support Officers, and key stakeholders in the region such as employers, LJP Activity Partners and LJP Activity Hosts
- identifying opportunities to actively engage with LJP Activities as the Activity Partner
- referring and commencing Participants in LJP Activities and broader LJP activities, including NPF initiatives
- monitoring placements

- updating Participant Job Plans
- undertaking and updating Participant Risk Assessments, as required and advising the LJP Activity Partner and/or LJP Activity Host
- recording participation in the Activity for participants on their caseload
- following up non-attendance of Participants on their caseload
- managing the replacement of Participants who disengage or withdraw from the LJP Activity
- reporting incidents to the Department
- working with the LJP Activity Partner to:
  - advise them when they are referring a Participant to the LJP Activity
  - manage the replacement of Participants to maximise utilisation.

Employment Facilitators, as part of their contractual obligations, will provide regular feedback to the Department regarding Providers collaboration and participation in LJP Activities and the broader Local Jobs Program.

(Deed Reference(s): Clause 90.2, 121.1, 122, 124, 130)

## **22.10. Referral to a LJP Activity**

It is a priority to ensure that available places in a LJP Activity are fully utilised.

The LJP Activity Partner will have the first opportunity to place Participants onto the LJP Activity they are partnering on.

Either in advance of the LJP Activity commencing or following its commencement, the LJP Activity Partner should consider if the LJP Activity is shared with other Providers in the Employment Region to maximise success.

If the LJP Activity Partner does not have enough suitable Participants on their caseload they must share the LJP Activity with other Providers to ensure that the activity is fully subscribed. This can be done through negotiation with Providers in the Employment Region, including through the Employment Facilitator and Support Officer.

Where a LJP Activity is shared, the LJP Activity Partner will provide the Activity ID to other Providers to allow them to refer their Participants to the LJP Activity.

The Department will monitor the utilisation of LJP Activity places and may request the Employment Facilitator and Support Officer to liaise with Providers to maximise participation.

(Deed Reference(s): Clause 130)


## **22.11. Work Health and Safety and Incidents**

- +** For the purposes of Work Health and Safety, Providers must also refer to, and comply with, the requirements specified in the Deed and Activity Management Chapter.

Should an incident occur on a LJP Activity, the LJP Activity Host is responsible for managing the incident, in collaboration with the Supervisor of the LJP Activity. The LJP Activity Host is responsible for advising the LJP Activity Partner of any incidents which involve Participants.

It is the LJP Activity Partner's responsibility to ensure that the Participant's relevant Provider is notified.

For further information in relation to the process for reporting incidents and completing incident forms refer to the [WHS Incidents and Insurance Readers Guides and the Activity Management Chapter](#).

 Providers must retain Records of any action taken with regard to any Incidents that occur during an LJP Activity in accordance with the WHS Incidents and Insurance Readers Guide.


(Deed Reference(s): Clause 121, 130)

### **22.11.1. Conducting Risk Assessments**

An LJP Activity is a Specified Activity. Providers must:

- where they are the LJP Activity Partner,
  - undertake an Activity Risk Assessment of their LJP Activity, prior to commencing the delivery of the Activity and reviewing and updating as required.
  - make the Activity Risk Assessment available to other Providers referring Participants into the LJP Activity.
- undertake and update Participant Risk Assessments for participants on their caseload that are referred to LJP Activities.

Further information on Risk Assessment Requirements is available in the [Conducting Risk Assessments for Specified Activities](#) section of the [Activity Management Chapter](#).

 Providers have the discretion to determine how they document Risk Assessments, but must retain Records of each Risk Assessment undertaken.

### **22.12. Payments**

Progress Payments are available to claim when the Participant's circumstances have been changed during participation in Workforce Australia Services such that they are more prepared to gain and maintain Employment. Successful participation in and/or completion of an LJP Activity may contribute towards a Progress Payment. Providers must refer to and comply with the requirements specified in the [Provider Payments and Vacancies Chapter](#).

## Chapter 23. Workforce Specialists

### Supporting Documents for this Chapter:

- [Workforce Connections - Workforce Specialist Project Framework](#)

### 23.1. Chapter Overview

<b>Description:</b> Workforce Specialists deliver Workforce Specialist Projects that connect job seekers with workforce opportunities in selected industries and occupations.		<b>Activity Code:</b> WFS <b>Job Plan Code:</b> N/A
<b>Eligibility:</b> All Participants, noting projects may have additional eligibility criteria.	<b>Duration:</b> Variable	<b>Specified Activity:</b> No
<b>PBAS:</b> Yes - Please refer to the <a href="#">PBAS points values for tasks and activities in the Points Based Activation System factsheet</a>	<b>Activation eligible:</b> <a href="#">Yes</a> . For Workforce Specialist Projects – Provider-assessed	<b>Progress Payment:</b> <a href="#">Yes</a> – Pathway to employment activity or work placement (dependant on project)
<b>Participant Payment:</b> N/A	<b>Host Payment:</b> Any host payments are managed by the Workforce Specialist	<b>Provider Payment:</b> No

This Chapter outlines the requirements for Providers in regard to Workforce Specialists and Workforce Specialist Projects.

### 23.2. Background

A panel of Workforce Specialists will deliver a range of Workforce Specialist Projects to meet the workforce needs of identified industries and occupations, connecting them to suitable Participants in Workforce Australia Online, Workforce Australia Services and Workforce Australia – Transition to Work.

Projects may support job seekers to identify, access and engage with:

- labour market opportunities within these industries
- the skills and training pathways to connect with these opportunities
- potential areas for career progression, and/or
- the support available to prepare for and take up these employment opportunities.

The Workforce Connections: Workforce Specialist Project Framework (the Framework) identifies industries and occupations with significant labour market opportunities for job seekers. The Framework will guide and inform the delivery of Workforce Specialist Projects. A copy of the Framework can be found at [Workforce Connections - Workforce Specialist Project Framework](#).

Funding of \$12.5 million will be available each year to support the delivery of projects under this initiative.

The Workforce Specialist(s) and the Department will co-design each Workforce Specialist Project prior to approval. A Workforce Specialist Project may include a single activity (for example, an

industry-specific training course), or multiple activities (for example, an industry expo, training course, work trial and job placement).

Workforce Specialist Projects will vary considerably in their design and duration, with details provided as part of each project description, including PBAS points.

Workforce Specialist Projects are typically delivered at a large scale, across a broad geographical area or industry/occupation. A Workforce Specialist Project may also be managed by more than one Workforce Specialist.

Projects could potentially include increasing awareness of opportunities within an industry, improving job readiness, creating industry-specific pre-employment pathways (including targeted training), assessment centres and induction training to support large-scale recruitment, opportunities to gain work experience, and providing post-placement support to job seekers starting a new job.

### **23.3. Role of Providers**


Key responsibilities and actions undertaken by Providers in relation to Workforce Specialist Projects, which must be done in accordance with the Deed and these Guidelines, include:

- identifying if Participants meet any identified eligibility criteria to participate in a Workforce Specialist Project
- confirming, including by reference to the relevant Risk Assessments, if the Workforce Specialist Project is suitable for the Participant
- assisting Participants to submit an expression of interest to participate in the Workforce Specialist Project via Workforce Australia Online
- where a Participant is accepted to participate in a Workforce Specialist Project, Providers:
  - must ensure the Participant is aware of their responsibilities, such as attending the Workforce Specialist Project on the relevant days and times advised by the Workforce Specialist
  - must work collaboratively with the Workforce Specialist to support the Participant's participation in the Workforce Specialist Project. This may include using their discretion to draw upon the Employment Fund where appropriate, in accordance with the requirements specified in the [Employment Fund Chapter](#)
  - must confirm an Activity Risk Assessment has been undertaken for any Specified Activity conducted by the Workforce Specialist as part of a Workforce Specialist Project
- where a Participant is placed into Employment by a Workforce Specialist, providing Post-placement Support, in collaboration with the Workforce Specialist if appropriate.

(Deed Reference(s): Clauses 122.3, 122.4, 131)

### **23.4. Eligibility**


Participation in a Workforce Specialist Project is voluntary. A Provider can assist a Participant from their Caseload to submit an expression of interest to be considered for participation in a Workforce Specialist Project, subject to any additional Workforce Specialist Project specific eligibility criteria. For example, a Workforce Specialist Project may be targeted to Participants of a specific age group, or require Participants to have a Driver's Licence.

 Providers can view any additional eligibility criteria in a Workforce Specialist Project description in the Department's IT Systems.

Participants in a Workforce Specialist Project can gain points under the PBAS. Refer to the [Job Plan and Mutual Obligation Requirements Chapter](#) for more information. The TCF will not apply for non-attendance in Workforce Specialist Projects, however, it will apply if Participants fail to meet their Points Requirement.

## 23.5. Collaboration with Workforce Specialists


Providers will need to work with Workforce Specialists to support Participant referrals to, and participation in, Workforce Specialist Projects. Providers will also need to work with Workforce Specialists to provide Post-placement support to Participants placed into Employment as part of a Workforce Specialist Project.

 Providers must provide support to Workforce Specialists to assess the suitability and capacity of a Participant from the Provider's Caseload to undertake any Activity within a Workforce Specialist Project. This includes assisting with the provision of information to support the Workforce Specialist undertake a Participant Risk Assessment and the management of other Work Health & Safety matters, including incidents.

(Deed Reference(s): Clauses 90.2, 91.5, 122.3, 123, 131)

## 23.6. Expressions of Interest for a Workforce Specialist Project

Once a Workforce Specialist has entered Workforce Specialist Project into the Department's IT Systems, Providers can search for and view that Workforce Specialist Project.

 Providers view available Workforce Specialist Projects via the Activity Management component in the Department's IT Systems.

Information about each Workforce Specialist Project will be available in the project description, including the number of PBAS points a Participant can receive by participating.

Workforce Specialists may also promote Workforce Specialist Projects to Providers and Participants outside of the Department's IT Systems.


Providers must identify eligible and potentially suitable Participants for Workforce Specialist Projects. Providers should provide identified Participants with details of Workforce Specialist Projects available in their Employment Regions.

Prior to discussing potential referrals with the Workforce Specialist, the Provider must ensure the Participant has been made aware of, and consented to, the disclosure of relevant personal information to the Workforce Specialist for the purpose of managing the Participant's referral and participation in a Workforce Specialist Project.

Before recommending that a Participant submits an expression of interest for a Workforce Specialist Project, the Provider must consider the nature of the tasks involved in the Workforce Specialist Project and whether these are appropriate and suitable for the Participant. The Provider may also discuss potential referrals with the Workforce Specialist to assist in making any determination of the Participant's suitability and capacity to participate in the Workforce Specialist Project.



To be considered for a Workforce Specialist Project, the Participant will need to submit an expression of interest. The expression of interest process will vary from project to project, and may include several screening questions (for example, relevant tickets or licences already held by the Participant, or occupations they may be interested in).

 Providers are required to support Participants to submit expressions of interest for Workforce Specialist Projects via Workforce Australia Online.

The Workforce Specialist will assess all expressions of interest to participate in a Workforce Specialist Project. A place in the Workforce Specialist Project will only be confirmed once a Participant's expression of interest has been accepted by the Workforce Specialist.

Participants may submit expressions of interest via Workforce Australia Online without first notifying their Provider. The Workforce Specialist is strongly encouraged to discuss the referral with the Provider prior to accepting an expression of interest from the Participant.

If a Workforce Specialist does not accept a Participant's expression of interest, it should notify the Participant of the reasons for its decision. A Workforce Specialist Project may have a limited number of places available.

(Deed Reference(s): Clauses 120.1, 131)

## 23.7. Payments

The funding arrangements for each Workforce Specialist Project will be outlined in a contract between the Workforce Specialist and the Department. The funding arrangement will consider existing support and funding available under other programs available to assist Participants.

Providers may be asked to draw upon Financial Incentives, including the Employment Fund, to support Participants successfully take part in Workforce Specialist Projects. For example, a Participant may require workwear or equipment for a job placement that forms part of a Workforce Specialist Project.

Progress Payments are available to claim when the Participant's circumstances have been changed during participation in Workforce Australia Services such that they are more prepared to gain and maintain Employment. Completion of a Workforce Specialist Project may contribute towards a Progress Payment. For Progress Payments, Providers must refer to and comply with the requirements specified in the [Provider Payments and Vacancies Chapter](#).

The Provider of a Participant placed into Employment by a Workforce Specialist may be eligible to receive Employment Outcome Payments in line with the Deed and the [Provider Payments and Vacancies Chapter](#).

(Deed Reference(s): Clauses 149, 155.6)

## Chapter 24. Launch into Work

### 24.1. Chapter Overview

<p><b>Description:</b> Launch into Work (LiW) is a pre-employment Activity for job seekers. Participation is voluntary. LiW Projects include training, work experience, mentoring and a guaranteed job for suitable Participants who successfully complete all requirements of the Project. Participants must participate in screening and selection, and pre-employment checks (if required), to determine their suitability for the job on offer prior to commencement in a LiW Project.</p>		<p><b>Activity Code:</b> LiW</p> <p><b>Job Plan Code:</b> Job Plan Codes for interviews associated with LiW Projects are not currently available. Further information will be provided in future tranches of this guideline.</p>
<p><b>Eligibility:</b> Participants aged 18 years and over who are in Workforce Australia Services, Transition to Work or ParentsNext Note: LiW Projects may have additional unique eligibility criteria relevant to the role.</p>	<p><b>Duration:</b> Variable - depending on the requirements of the role. Can run for 2 or up to 12 weeks.</p>	<p><b>Specified Activity:</b> Yes</p>
<p><b>PBAS:</b> Yes – Please refer to the <a href="#">PBAS points values for tasks and activities in the Points Based Activation System factsheet</a></p>	<p>Activation eligible: <a href="#">Yes</a> - Provider-assessed</p>	<p>Progress Payment: <a href="#">Yes</a> – pathway to employment activity</p>

This Chapter outlines the requirements for Providers with regard to LiW.

### 24.2. Background

LiW funds employers (i.e. LiW Organisations) to deliver LiW Projects that include:

- Pre-LiW Project events focused on screening and selection of the Caseload to identify Participants who are suitable for a LiW Project
  - LiW Organisations select candidates based on the essential values and attributes required for success in the participating employer's entry-level jobs
  - Participants who are selected for a LiW Placement are 'LiW Project Participants'
- Delivery of the LiW Project to selected Participants
  - The LiW Organisation prepares Participants for employment by providing training, work experience and mentoring tailored to the roles available with the participating employer.

The LiW Organisation, or nominated employer for coordinated projects, is required to commit to employing all suitable Participants who successfully complete the LiW Project. The number of LiW Project Participants must not exceed the number of available jobs.

The LiW Program creates opportunities for Participants who would not otherwise have been offered employment through typical recruitment methods.

LiW Organisations provide information to Providers and potential LiW Project Participants about career pathways in their industry and organisation.

LiW Projects offer Providers the opportunity to place Participants into an Activity which leads to a guaranteed employment outcome for all LiW Project Participants who successfully complete all aspects of the LiW Project. LiW Project Participants will be deemed to have successfully completed the LiW Project when they:

- successfully complete the required training
- participate in mentoring
- have a positive attendance record for the duration of the LiW Placement
- demonstrate the required values and attributes throughout the LiW Placement
- any other requirements of the LiW Project and employer.

Providers cannot provide, purchase or broker LiW Projects.

### **24.3. Benefits to Participants**

Participants who are selected for and successfully complete all aspects of a LiW Project are guaranteed employment with the participating employer (the definition of successfully completes a LiW placement provided at section 24.2 applies to the guaranteed employment outcome).

LiW is a high intensity form of pre-employment preparation. Projects vary in duration depending on the requirements of the role. They can run for 2 weeks and up to 12 weeks.

LiW Project Participants gain Points under the PBAS. A Participant's minimum job search requirement will be automatically set to zero the first time they report their participation in the reporting period. Refer to the [Job Plan and Mutual Obligations Requirements Chapter](#) for more information.

The TCF will not apply for non-attendance in pre-LiW Project events and LiW Projects, however, it will apply if Participants fail to meet their Points Requirement.

### **24.4. Role of Providers**

The role of Providers in the LiW Project is:

- attending a provider briefing session delivered by the LiW Organisation and department
- collaborating with the LiW Organisation to promote LiW Projects and the associated employment outcome to Participants
- identifying and referring potentially suitable and interested Participants to LiW Project information sessions and screening and selection processes
- supporting the preparation of Participants for LiW Project screening and selection, through résumé development, interview preparation and organising pre-employment checks where required, e.g. police checks
- creating tasks and allocating points in the Department's IT system for Participants who attend interviews for LiW Projects

- placing Participants who are selected by the LiW Organisation for the LiW Project against the Activity ID in ESS Web
- providing transport support to Participants (if required) to enable them to participate in screening and selection, pre-employment checks, the LiW Project and the early stages of employment and meeting the cost of pre-employment checks and personal protective equipment (where this is not met by the LiW Organisation)
- conducting Participant and Activity Risk Assessments prior to commencement of the LiW Project and critical incident management during the LiW Project (if required)
- working collaboratively with the LiW Organisation to follow up on any issues throughout the LiW Project and the early stages of employment (e.g. non-attendance of Participants on their Caseload).

Providers may be able to seek reimbursement from the Employment Fund for goods and services related to LiW participation where it is not funded through the LiW Activity. Providers should refer to, and comply with, the requirements specified in the [Employment Fund Chapter](#).

(Deed Reference(s): Clauses 90, 122, 132)

## 24.5. Eligibility

Participants must be in Workforce Australia services, Transition to Work or ParentsNext and must be over 18 years of age to participate in a LiW Project.

Other eligibility requirements will vary depending on the job role and the needs of the employer who is offering guaranteed jobs to successful Participants. These will be clearly communicated at the provider briefing and job seeker information sessions.

## 24.6. Collaboration with Launch into Work Organisations

The Department will notify Providers when there is a LiW Project opportunity in their location and invite them to a LiW Project briefing session with the LiW Organisation. At the briefing session the LiW Organisation will:

- describe the LiW Project duration and the job type, employment outcome and supported career pathways offered by the participating employer(s)
- describe the values and attributes Participants will require to be successful in employment on completion of the LiW Project (Providers must use this information to screen their Caseload prior to referral of a Participant to a LiW Project information session)
- outline the screening and selection process and the pre-employment checks required to determine Participant suitability for commencement in the LiW Project
- provide timelines for Participant referral, screening and selection, project delivery and employment.


Following the briefing session, Providers will:


- screen their Caseload for Participants who are interested and may be suitable for a LiW Placement
- refer interested and suitable potential Participants (in keeping with the LiW Organisation's requirements) to a LiW Project information session with the LiW Organisation
- provide Participants with:

- any LiW Project specific marketing material (where applicable), e.g. flyers, position descriptions
- details of the LiW Project job seeker information session and any information they need to bring with them to the session
- a basic understanding of the employer and positions available.


The LiW Organisation will undertake screening and selection activities to identify preferred candidates and invite them to commence in the LiW Project.

LiW Organisations will ensure all relevant Personnel and Supervisors involved in LiW Projects have undertaken appropriate employment checks for their role and are fit for involvement in the LiW Project.

 The LiW Organisation does not have IT system access. Where the Participant or the LiW Organisation advises the servicing Provider that a Participant has attended a job interview for a LiW Project after the fact, the servicing Provider can add a task on behalf of the Participant via the IT system. Refer to the [Meeting the Points Requirement section](#) in the [Jobs Plan and Mutual Obligations Chapter](#) for more information.

 Providers may be able to seek reimbursement from the Employment Fund for goods and services related to LiW participation where it is not funded through the LiW Project. Providers should refer to, and comply with, the requirements specified in the [Employment Fund Chapter](#).

The LiW Organisation will advise the Provider when the Participant has passed all the required pre-employment checks and has been selected for the LiW Project. The LiW Organisation will provide constructive feedback to those not successful in securing a position on the LiW Project.

 The LiW Organisation does not have IT system access and cannot schedule the Activity for the LiW Project Participant. The Provider must place the LiW Project Participant into the Activity using the Activity ID provided by the Department.

Once the placement of the Participant into the Activity has been confirmed by the Provider a weekly declaration will be triggered to allow the LiW Project Participant to confirm participation in the LiW Project via the Workforce Australia website or mobile app. Where LiW Project Participants do not have the authority to confirm their own participation in the Activity, the Provider will need to do this on their behalf. Where this is the case, the Provider must advise the LiW Organisation at the commencement of the relevant Participant in the LiW Project, request regular updates from the LiW Organisation on the Participant's attendance and use this information to update the Participant's details on their behalf. Refer to the [Job Plan and Mutual Obligations Requirements Chapter](#) for more information.

Consistent with the Deed and the [Conducting Risk Assessments section](#), Providers must complete the Participant and Activity Risk Assessments and ensure that the LiW Project is appropriate prior to the Participant commencing in the LiW Project.

Providers must ensure that the Participant is not booked into conflicting appointments for the duration of these LiW events:

- information sessions
- screening and selection processes
- pre-employment checks, and
- the LiW Project.

## 24.7. Activity management

### 24.7.1. Creation and referral to a Launch into Work Project

The Department will create the Activity for the LiW Project in the Department's IT Systems and provide the Activity ID to the Provider.

The Provider can place Participants into the LiW Project once:

- the LiW Organisation has confirmed with the Provider that the Participant has passed the screening and selection requirements for the LiW Project, and
- the Provider has conducted Participant and Activity Risk Assessments, determined the Activity is suitable for the Participant and implemented a strategy for mitigation of any risks associated with the Activity.



The Department will provide the relevant Activity ID to those Providers whose Participants are invited to join a LiW Project. Providers must then place the eligible Participant into the LiW Project. Refer to the [Meeting the Points Requirement section](#) in the [Jobs Plan and Mutual Obligations Chapter](#) for more information.

### 24.7.2. Risk Assessments for a Launch into Work Project

LiW Placements are Specified Activities. Providers must comply with the requirements set out in the Deed and Guidelines, including the [Activity Management Chapter](#).

LiW Organisations undertake a risk analysis as part of the LiW Project development process. LiW Organisations will share relevant information from this risk analysis with Providers on request. Providers remain responsible for conducting Participant and Activity Risk Assessments for LiW Project Participants.

Before placing the Participant into a LiW Project, the Provider must ensure the Activity is suitable and safe, will assist the Participant to progress towards employment and accounts for the Participant's individual circumstances and capacity. Refer to the [Activity Management Chapter, Referrals and Commencement of an Activity Section](#).

The Activity Risk Assessment should take into account the role of the LiW Organisation and the tasks the LiW Project Participants will be undertaking, consistent with [Activity Management Chapter, Managing work health and safety for Activities of this Guideline](#).

Providers must review risks regularly and take appropriate action on those risks where required. The Provider and the LiW Organisation must determine and implement appropriate methods to mitigate the identified risks after the Provider conducts the Activity Risk Assessment, taking into consideration the Participant Risk Assessment.

Where a Participant and/or Activity Risk Assessment identifies significant work health and safety concerns that cannot be mitigated to create a safe working environment and/or cannot be adequately managed by the Provider and/or the LiW Organisation, the Activity must not proceed.

## 24.8. Payments

Providers may be eligible for Outcome Payments where a LiW Project Participant gains Employment on completion of the LiW Project. For Employment Outcomes (Full or Partial), Providers must refer to and comply with the requirements specified in the [Provider Payments and Vacancies Chapter](#).

Progress Payments are available to claim when the Participant's circumstances have been changed during participation in Workforce Australia Services such that they are more prepared to gain and maintain Employment or self-employment. Participation in or completion of a LiW Project by a Participant may contribute towards a Progress Payment. For Progress Payments, Providers must refer to and comply with the requirements specified in the [Provider Payments and Vacancies Chapter](#).

## Chapter 25. Education and training

### Supporting Documents for this Chapter:

- [Education and training in Workforce Australia Participant fact sheet](#)

### 25.1. Chapter Overview

<b>Description:</b> Provides Participants with the opportunity to learn skills and gain qualifications that will improve their employment prospects. Prepares Participants to meet Employers' skill needs through skills development, Education and training.		<b>Activity Code:</b> AETV (accredited) NETV (non-accredited) <b>Job Plan Code:</b> N/A
<b>Eligibility:</b> Variable Refer to the <a href="#">Eligible Education and training courses</a> section below.	<b>Duration:</b> Less than 12 months in duration.	<b>Specified Activity:</b> No
<b>PBAS:</b> Yes – Please refer to the <a href="#">PBAS points values for tasks and activities in the Points Based Activation System factsheet</a>	<b>Activation eligible:</b> <a href="#">Yes</a> - approved Activity or Provider-assessed depending on the type of training.	<b>Progress Payment:</b> <a href="#">Yes</a> – education or vocational intervention

This Chapter outlines the Education and training options available for Participants to learn skills and gain qualifications that will improve their employment prospects.

### 25.2. Eligible Education and training courses

Education and training benefits Participants to increase their skills and complete courses and/or gain a qualification that will enhance their ability to gain secure and meaningful employment.

Participants can undertake an Education or training course, of less than 12 months:

- by selecting an eligible course identified as either a JobTrainer funded course, or subsidised by a state or territory government in [myskills.gov.au](#). The Participant can choose to undertake these courses at any time during their Points Reporting Period. The Provider should guide the choice but does not need to approve the Participant to undertake these courses, or
- by selecting a course not listed in [myskills.gov.au](#), if the Provider approves that course for the Participant. Refer to the approval of an Education and training course section below for more information on the approval process.

Participants undertaking an eligible Education and training course will earn points towards their Points Target under the PBAS.



Note: Participants undertaking an eligible Education and training course over 15 hours per week or full-time as determined by the institution, for less than 12 months duration, will not be required to complete a minimum Job Search Requirement.



Providers must reduce the Job Search Requirement to zero in the Department's IT Systems for these Participants.



Providers must reduce a Participant's Points Target by applying a 20 point Activity bonus credit where they are undertaking Education and training courses over 15 hours per week.

Education and training may be undertaken as an alternate Activity where the Participant would otherwise have a Mandatory Activity Requirement. Refer to the [Job Plan and Mutual Obligation Requirements Chapter](#) for more information.

The TCF will not apply for non-attendance in Education and training, however, it will apply if Participants fail to meet their Points Requirement.

### Allowable breaks while undertaking an Education and training course

Where a Participant has a break, such as a semester break, that is of less than or equal to a period of 4 consecutive weeks while undertaking an eligible Education or training course which is contributing to their Points Target, there is no need to adjust a Participant's requirements. Points relating to the ongoing Education and training course should continue to be credited for the duration of the break.

If the break is greater than 4 weeks, the Participant must do other requirements, such as Job Search or other Activities to meet their Points Target, for the period of the break.

## 25.3. Approval of a course of study

Participants can study a course not listed as eligible in [myskills.gov.au](#) or is non-accredited if the course is less than 12 months in duration and the Provider determines that the course is appropriate to the Participant and improves their employment prospects.

Courses considered to improve a Participant's employment prospects include:

- courses that will lead to qualifications in an in-demand area of identified skill needs
- courses that will address a skills gap of the individual necessary for them to find work
- courses that will lead directly to employment for the Participant
- courses that are year 12 or an equivalent level for Early School Leavers.

Areas of identified skills needs may include:

- identified on the Skills Priority List as in shortage and/or of high to moderate future demand ([Skills Priority List | National Skills Commission](#));
- a course listed under JobTrainer or other state or territory subsidised training
- a higher education short course listed on the [www.courseseeeker.edu.au/courses](http://www.courseseeeker.edu.au/courses), or
- information sources relevant to the local area.

Any course approved by a Provider must be a Certificate I course or higher (but not a Masters or Doctorate course, except in the circumstances listed at section [Approval of courses of 12 months or longer in duration](#), or certain non-accredited courses as outlined below).

Note: Non-accredited courses do not need to be a Certificate I or higher, but the course must be in the best interest of the Participant and will allow the Participant to develop skills that will enhance their employability or enable them to undertake further study in accredited Education and training courses.

People undertaking full-time Education and training that is longer than 12 months in duration should generally be placed on a student allowance. Providers should refer full-time students to Services Australia for an Income Support Payment eligibility check.

Early School Leavers should generally be required to participate in Education and training/or other suitable Activities for 25 hours per week until they have achieved year 12 or an equivalent level qualification (15 hours for Principal Carer Parents/ those with a Partial Capacity to Work).

Specific courses and qualifications may have their own eligibility criteria and Providers should discuss these with the Participant to ensure that the Participant meets any prerequisite requirements before approving any Education and training.

### **25.3.1. Approval of courses of 12 months or longer in duration**

Providers must not approve full-time courses of 12 months (2 semesters) or longer in duration, or Masters or Doctorate courses, except in the following specific circumstances.

- Participants in receipt of Special Benefit (Nominated visa holder - NVH) who have not attained a Year 12 or equivalent qualification may undertake full-time study in a school institution up to Year 12. These Participants will still be required to attend Provider appointments and have a minimum Job Search Requirement, where appropriate for their circumstances.
- Participants in receipt of Youth Allowance (other) can continue to study in a course which is longer than 12 months in duration if they have exceeded the allowable time for their course under Youth Allowance (student) but have less than 12 months of study remaining to complete their course.
- The Participant is a single Principal Carer Parent who has been granted Pensioner Education Supplement (PES) for an academic course or course longer than 12 months. Where an eligible course for which PES is granted is being undertaken full-time or for at least 30 hours per fortnight, this will fully meet requirements, and the single principal carer will not be required to undertake additional Activities.
- The Participant is in receipt of Parenting Payment Single.
- The Participant is a Parenting Payment recipient who transferred to JobSeeker Payment or Youth Allowance (other) or, in some limited instances, where a Participant was granted the Disability Support Pension and then transferred to JobSeeker Payment or Youth Allowance (other). They are able to continue their studies in the same course they commenced while receiving the previous Income Support Payment type for which they receive PES.
- Services Australia has approved participation in a full-time course for Participants prior to entering employment services if the Participant has been identified as requiring training under the SEE Program or AMEP.
- Services Australia can also approve participation in a full-time course for any Participant prior to entering employment services or another relevant Provider's program if:
  - the Participant has an offer of employment, confirmed by a letter from the potential employer, contingent upon their completing the course
  - the course has a clear vocational application, and

- the Participant is prepared to meet any additional expenses involved.

## 25.4. Role of Providers

The Provider should:

- encourage Participants to build on their existing skill sets and help them to access appropriate and targeted skills and training opportunities and increase their ability to find work
- become familiar with, and promote, flexible Education and training including courses subsidised by Commonwealth, state and territory governments
- monitor Participants undertaking Education or training, and support them to complete their course
- support Participant to update their résumé and profile to reflect the new qualification.

Providers are required to obtain copies of any qualifications or statements of attainment from the Participant.

The Provider may also consider supporting costs associated with studying in accordance with the requirements outlined in the [Employment Fund Chapter](#).



Where study is undertaken online, Providers can request Documentary Evidence from Participants of the online hours that they complete.



The Provider must retain evidence (either hard copy or soft copy) of timesheets or other records of attendance. Where Participants are recording their own attendance, Documentary Evidence is not required to be kept by the Provider.



The Provider must retain evidence (either hard copy or soft copy) of qualifications, statements of attainment or similar where relevant.

(Deed Reference(s): Clauses 89, 90, 91, 120)

## 25.5. Payments

Progress Payments may be available to claim when the Participant's circumstances have been changed during participation in Workforce Australia Services such that they are more prepared to gain and maintain Employment. Providers must refer to and comply with the requirements specified in the [Provider Payments and Vacancies Chapter](#).

## Chapter 26. Skills for Education and Employment

### Supporting Documents for this Chapter:

- [Summary of Eligibility Criteria](#)
- [SEE and AMEP Client Capability Guide](#)
- [‘How to refer to SEE’ task cards](#)
- [Differentiating between AMEP and SEE: when to refer to which program](#)

### 26.1. Chapter Overview

<b>Description:</b> Training that prepares Participants for employment or further study by building vital foundation skills in language, literacy, numeracy and digital literacy (LLND), boosting their communication, engagement, and confidence.		<b>Activity Code:</b> OAPG - LN <b>Job Plan Code:</b> N/A
<b>Eligibility:</b> aged 15 to Age Pension age with working rights in Australia, and suitable for training without significant barriers to successful participation	<b>Duration:</b> Up to 2 years for an individual referral	<b>Specified Activity:</b> No
<b>PBAS:</b> Yes – Please refer to the <a href="#">PBAS points values for tasks and activities in the Points Based Activation System factsheet</a>	<b>Activation eligible:</b> <a href="#">Yes</a> – approved activity or Provider-assessed	<b>Progress Payment:</b> <a href="#">Yes</a> – education
<b>Participant Payment:</b> \$20.80 per fortnight Language, Literacy and Numeracy Supplement if eligible	<b>Host Payment:</b> N/A	<b>Provider Payment:</b> N/A

This Chapter outlines the requirements for Providers with regard to the Skills for Education and Employment (SEE) program.

### 26.2. Background

Low levels of literacy, numeracy and basic digital skills, although a significant barrier to even entry-level employment, are able to be addressed.

The SEE program provides accredited training in English language, reading, writing, maths and digital skills, to prepare Participants for employment or further study. The program addresses the foundation skill gaps that make job seekers unsuitable for many jobs and prevent their successful engagement in training for a specific occupation. After exiting the SEE program, over half the Participants surveyed through post program monitoring reported they were in employment or education in 3 months.

SEE training can focus on language and literacy only, for example a Certificate in Spoken and Written English, or be embedded in contextualised, real-world learning, such as Childcare or Aged Care courses. SEE can be delivered in classroom settings, remotely via distance learning, or using a combination of both. Participants have flexibility to undertake individual building blocks of a course where they focus on specific skill sets, or to work toward a recognised qualification up to Certificate III level (if LLND skills are embedded in the training). Training is tailored to meet a Participant's needs and goals and can be undertaken either part-time or full-time.

### **26.3. Benefits of SEE**

SEE prepares Participants for work, or further training/study as a pathway to work, through new or improved foundation and vocational skills, improved confidence, ability to fully engage in the community, and pathways to stable, long-term employment.

Participation in SEE fully meets a Participant's points target under the PBAS. SEE can also be undertaken as an alternate Activity where the Participant would otherwise have a Mandatory Activity Requirement. Refer to the [Job Plan and Mutual Obligations Requirements Chapter](#) for more information.

The TCF does not apply directly for non-attendance in SEE. However, it can apply if the Participant fails to meet their Points Requirement through non-attendance and does not make up the points deficit another way.

### **26.4. Role of Providers**

Providers have the responsibility to:

- work with their [local SEE Providers](#) and ensure they are familiar with SEE's service offering. [Differentiating between AMEP and SEE](#) sets out when to refer a Participant to which program to develop their English language skills
- actively identify Participants likely to benefit, such as those with difficulty completing forms or navigating online environments, or with limited reading or writing ability, and consider referral
- ensure potential candidates are advised about the program, its flexible delivery options, and the opportunities and benefits it offers. Candidates who are hesitant should be encouraged to discuss any concerns about successful participation and be reassured of the Provider's support

The [SEE and AMEP Client Capability Guide](#) can be completed by the SEE Provider to help inform the Provider's servicing decisions.

(Deed Reference(s): Clauses 89, 90, 120, 136)

### **26.5. Eligibility**

#### **26.5.1. Eligibility**

To be eligible, individuals must be aged from 15 years to Age Pension age and have working rights in Australia. They must also be deemed suitable for training without any barriers that would prevent successful participation (see [Summary of Eligibility Criteria](#)).

Participants are not required to be receiving an Income Support Payment or have Mutual Obligation Requirements to participate in SEE.

### 26.5.2. Suitability

Potential suitability and benefit will often be indicated by the Job Seeker Snapshot. Under the heading 'Skills for Education and Employment or Adult Migrant English Program', the word 'Yes' is displayed if the job seeker self-identified low ability in speaking, reading or writing English, required an interpreter during appointments, or completed less than year 10 schooling.



Providers should review the Participant's Job Seeker Snapshot and discuss potential referral to SEE with the Participant if any of the above indicators are present.

The [Adult Migrant English Program \(AMEP\)](#) also offers free language and literacy training to eligible migrants and humanitarian entrants. The guide [Differentiating between AMEP and SEE](#) was developed to help Providers refer clients to the most appropriate service for their needs.

## 26.6. Referral to SEE

After a potential SEE Participant is identified and the Provider has made the referral in the Department's IT Systems, a Pre-Training Assessment (PTA) is conducted by the SEE Provider. The PTA assesses the Participant's capability levels against the Australian Core Skills Framework and determines their capacity to benefit from the program.

The SEE Provider will advise the Participant and the Provider whether or not training is recommended and, if SEE is recommended, will commence the Participant in a course of study aligned to their goals and capabilities.



Providers refer Participants to SEE via the Department's IT Systems as an Activity. Task cards outlining the referral process are available in the [Learning Centre](#).

SEE placement information **must be entered** in the Activity Management screen to ensure eligible Participants receive the Language, Literacy and Numeracy Supplement from Services Australia.

## 26.7. Monitoring Placements

Providers should liaise with the SEE Provider regarding the Participant's assessed capability levels and to establish agreed communication protocols for advice on attendance and progression. The SEE Provider is responsible to exit the Participant from SEE should they cease to attend training regularly and are not contactable to ascertain a reason. In this instance, the SEE Provider will notify the Provider.

No system steps are required of the Provider when the Participant is exited from the SEE program.

## 26.8. Completion of SEE

Average participation in SEE is approximately 8 months. SEE clients have 2 years in a single referral period to complete their chosen course(s) or qualification(s). They can continue to access the program, which may involve iterative referrals, until they achieve an exit benchmark, i.e. a Certificate IV in a foundation course or a Certificate III in a mainstream VET course. After

achievement of an exit benchmark, a Participant may again access the program, following a 3-month break, if a new PTA indicates further capacity to benefit.

No system steps are required of the Provider when the Participant completes a SEE referral.

## **26.9. Payments**

Progress Payments are available to claim when the Participant's circumstances have been changed during participation in Workforce Australia Services such that they are more prepared to gain and maintain Employment. Progress in skill level as assessed by the SEE Provider may contribute towards a Progress Payment as an Education Activity. For Progress Payments, Providers must refer to, and comply with, the requirements specified in the [Provider Payments and Vacancies Chapter](#).

## **26.10. Transfer arrangements**

Where a Participant already participating in SEE moves to the Provider from another Workforce Australia Employment Services Provider, a different employment service or from Workforce Australia Online, the Provider should support and encourage the Participant's continuation, particularly if they have not yet achieved an exit benchmark. The receiving Provider may be unable to view the existing Activity in the Activity Management screen or Job Plan if it was set up by another referring agency. If this occurs, refer to the relevant Task Card in the [Learning Centre](#).

## Chapter 27. Adult Migrant English Program

### 27.1. Chapter Overview

<b>Description:</b> Free English language tuition to eligible migrants.		<b>Activity Code:</b> AMEP <b>Job Plan Code:</b> N/A
<b>Eligibility:</b> aged 18 + (or 15-17 years in specific circumstances) and a permanent resident of Australia or hold an eligible temporary visa or be a citizen who previously held a permanent visa	<b>Duration:</b> Unlimited hours until vocational English is achieved	<b>Specified Activity:</b> No
<b>PBAS:</b> Yes – Please refer to the <a href="#">PBAS points values for tasks and activities in the Points Based Activation System factsheet</a>	<b>Activation eligible:</b> <a href="#">Yes</a> – approved activity or Provider-assessed	<b>Progress Payment:</b> <a href="#">Yes</a> – education

This Chapter outlines the requirements for the Provider in regard to the Adult Migrant English Program (AMEP).

### 27.2. Background

The AMEP provides free English language tuition to eligible migrants and humanitarian entrants to help them learn foundation English language and settlement skills to enable them to participate socially and economically in Australian society.

Participants can access unlimited hours of English classes until vocational English is achieved for clients with a visa commencement date on or before 1 October 2020. No time limits for registration, commencement and completion apply.

Clients who have a visa commencement date after 1 October 2020 also have unlimited hours of tuition until vocational English is achieved, however a five-year completion timeframe applies. This can be extended to 10 years in certain circumstances.

### 27.3. Benefits of the AMEP

The AMEP gives participants the opportunity to learn the English that they need to get a job, help their children settle, and participate more in day-to-day life in Australia.

The AMEP provides a range of flexible learning options to help participants study, including full-time, part-time, evening and weekend classes.



It offers face-to-face and online classes, a volunteer tutor scheme and distance learning. The AMEP also provides free childcare services if participants have under school-aged children when participating in face-to-face classes.

AMEP Participants can gain points under the PBAS. The AMEP can also be undertaken as an alternate Activity where the Participant would otherwise have a Mandatory Activity Requirement. Refer to the [Job Plan and Mutual Obligation Requirements Chapter](#) for more information.

The TCF will not apply for non-attendance in the AMEP, however, it will apply if Participants fail to meet their Points Requirement.

## **27.4. Role of Providers**

The role of the Provider is to be familiar with the AMEP and its requirements, and actively identify Participants on their Caseload who would benefit from attending the program.

The Provider should advise potential participants of the opportunities and benefits of the program including the varied delivery options. The Provider should offer additional support, including through the Employment Fund, where appropriate.

(Deed Reference(s): Clauses 89, 90, 120, 136)

## **27.5. Eligibility**

Participants must generally be 18 years or over (15-17 years in specific circumstances as assessed by an AMEP provider), a permanent resident of Australia or hold an eligible temporary visa, or be a citizen who previously held a permanent visa. More information on eligibility is available by speaking to a local AMEP provider, or through the [Department of Home Affairs Website](#).

## **27.6. Payments**

Progress Payments are available to claim when the Participant's circumstances have been changed during participation in Workforce Australia Services such that they are more prepared to gain and maintain Employment. Participation in AMEP may contribute towards a Progress Payment as an Education Activity. For Progress Payments, Providers must refer to and comply with the requirements specified in the [Provider Payments and Vacancies Chapter](#).

## **27.7. Further Information**

For more information about the AMEP, including contact details for local AMEP providers is available on the [Department of Home Affairs Website](#).

## Chapter 28. Other Activities

### Supporting Documents for this Chapter:

- [List of Approved Non-Government Programs](#)
- [Non-Government Programs – Approval Application Form](#)
- [Non-Government Programs – Submission and Assessment Guide](#)

### 28.1. Chapter Overview

This Chapter outlines other Activities that the Providers may wish to consider in order to assist Participants to improve their employment prospects and/or manage or overcome vocational and non-vocational barriers to employment.

All Activities detailed in this Chapter are voluntary.

This Chapter includes the following Activities that may be undertaken by Participants to meet participation requirements as outlined in the [Job Plan and Mutual Obligation Requirements Chapter](#):

- Non-Government Programs
- non-vocational assistance and interventions, for example
  - counselling
  - drug and alcohol treatment/rehabilitation
  - medical or health related programs
  - self-help and support groups
- other government programs
- Australian Defence Force Reserves.

Note: Some of the Activities above are described as Engagements in the Deed where they must be recorded in the Electronic Calendar.

### 28.2. Role of Providers

The Provider must refer to and comply with the Deed and Guidelines including:

- the [Activity Management Chapter](#), and
- [Employment Fund Chapter](#) should they seek reimbursement from the Employment Fund for participation costs

in relation to the Activities described in this Chapter.

The Provider will need to determine if the Activity will be of benefit to the Participant, help support the Participant to progress towards employment, and is appropriate for the Participants individual circumstances and capacity.

The Provider should also consider whether the Activities will prepare Participants to meet skills needs identified by Employers.

The Provider should be familiar with programs and services that are available in their local area, including keeping up-to-date with the available Non-Government Programs and the offerings of the relevant state, territory and local governments.

(Deed Reference(s): Clauses 89, 90, 91, 120)

### 28.3. Eligibility

Specific eligibility criteria vary between Activities. The Provider must ensure a Participant meets the relevant eligibility criteria before referring them to an Activity listed in this Chapter.

The Provider and Participant must also agree that the Activity will help address Vocational or Non-vocational Barriers and support the Participant on their pathway towards employment.

### 28.4. Payments

Progress Payments are available to claim when the Participant's circumstances have been changed during participation in Workforce Australia Services such that they are more prepared to gain and maintain employment. Participation in Activities described in this Chapter may contribute towards a Progress Payment. For Progress Payments, Providers must refer to and comply with the requirements specified in the [Provider Payments and Vacancies Chapter](#).

### 28.5. Non-Government Programs

<b>Description:</b> A broad range of work-focused programs or vocational interventions approved by the Department and identified as such on the Provider Portal.		<b>Activity Code:</b> ANGP <b>Job Plan Code:</b> N/A
<b>Eligibility:</b> aged 18+, noting that programs may have additional eligibility criteria	<b>Duration:</b> Approved programs may have rolling intakes and varying durations.	<b>Specified Activity:</b> Yes
<b>PBAS:</b> Yes – Please refer to the <a href="#">PBAS points values for tasks and activities in the Points Based Activation System factsheet</a>	<b>Activation eligible:</b> <a href="#">Yes</a> – Provider-assessed	<b>Progress Payment:</b> <a href="#">Yes</a> - vocational intervention

Non-Government Programs (NGPs) are work-focused programs or vocational interventions run by community and private sector organisations.

NGPs must be approved by the Department (see the [Approved NGP](#) section below) to be eligible for a Progress Payment, noting the Provider must still confirm participation in the approved NGP meets the criteria for the Progress Payment as outlined in the [Provider Payments and Vacancies Chapter](#).

Participants in an NGP can gain points under the PBAS. Refer to the [Job Plan and Mutual Obligation Requirements Chapter](#) for more information.

The TCF will not apply for non-attendance in NGPs, however, it will apply if Participants fail to meet their Points Requirement.



The Provider must refer participants to NGPs in accordance with the Department's training resources.

The Provider may be able to seek reimbursement from the Employment Fund under the Activities Costs category for NGPs. Employment Fund expenditure associated with NGPs is negotiated

between the Host Organisation and the Provider and is subject to the requirements of the [Employment Fund Chapter](#).

### 28.5.1. Eligibility

#### Eligible Participants

To be eligible to participate in an NGP, a Participant must be:

- aged 18 years or over
- registered in Workforce Australia Services.

Participants are not required to be receiving an Income Support Payment.

#### Eligible Host Organisations

The Provider is not eligible to be a Host Organisation for the purpose of delivering an NGP. However, the Provider is able to collaborate with local organisations with established or proposed employment pathways, and encourage them to apply to be recognised as a NGP. To be eligible as a Host Organisation of an NGP, the organisation must:

- not be prohibited due to its conduct as outlined in the [Eligible Host Organisations](#) section of the [Activity Management Chapter](#)
- have developed a program that comprises more than just the delivery of a training course – those that are only training should instead be assessed and, where appropriate, arranged by Providers in accordance with the [Education and Training Chapter](#).

### 28.5.2. Approved NGP

The Department will approve NGPs following assessment against the criteria outlined in the NGP application form on the Department's website. Factors that will be considered include the need for a work or vocational focus and ensuring the NGP does not duplicate Workforce Australia Services.

Approved NGPs will not be hosted by the Provider, Related Entities or Subcontractors.

### 28.5.3. NGPs are Specified Activities

**+** NGPs are Specified Activities. The Provider must comply with the requirements in the Deed and Guidelines regarding Specified Activities. This includes requirements relating to:

- work health and safety
- Activity Risk Assessments and Participant Risk Assessments, and
- Supervision

described in the [Activity Management Chapter](#).

## 28.6. Non-vocational assistance and interventions

<b>Description:</b> A broad range of assistance and interventions for Participants to manage or overcome non-vocational barriers to employment.		<b>Activity Codes:</b> ASNV - Non-vocational Assistance INTV - Interventions <b>Job Plan Code:</b> N/A
<b>Eligibility:</b> Variable. The Provider must determine it is in the best interests of the Participant.	<b>Duration:</b> As considered appropriate by the Provider.	<b>Specified Activity:</b> No
<b>PBAS:</b> Yes – Please refer to the <a href="#">PBAS points values for tasks and activities in the Points Based Activation System factsheet</a> .	<b>Activation eligible:</b> <u>Yes</u> – Provider-assessed	<b>Progress Payment:</b> <u>Yes</u> - non-vocational interventions

Participants can undertake activities to help address Non-vocational Barriers to employment at any time the Provider thinks it is in the best interest of the Participant.

Non-vocational assistance and interventions may include:

- parenting courses
- financial courses
- mental health support services
- cultural services
- personal development, such as addressing self-esteem and confidence issues
- drug or alcohol treatment/rehabilitation programs
- counselling
- medical or health related services
- anger management courses
- treatment for behavioural addictions
- obtaining stable housing
- addressing barriers associated with caring responsibilities
- addressing financial instability/difficulty
- addressing transport access issues.

Arranging these interventions may include:

- the assistance of a:
  - doctor
  - counsellor
  - psychologist
  - social worker

- allied health professional
- rehabilitation provider
- self-help programs
- support groups
- driving lessons
- referral to appropriate government, health, community or private organisations.


Non-vocational assistance can be delivered either in-person or, where appropriate, via video or teleconference.


The Provider may be able to seek reimbursement from the Employment Fund under the Non-Vocational Support and Professional Services categories for non-vocational assistance and interventions. The Provider should refer to the [Employment Fund Chapter](#) for further information including regarding limits that can be claimed for Professional Services delivered by the Provider's Own Organisation or Related Entities.

Participants undertaking non-vocational assistance and interventions can gain points under the PBAS. Refer to the [Job Plan and Mutual Obligation Requirements](#) Chapter for more information.

The TCF will not apply for non-attendance in non-vocational assistance and interventions, however, it will apply if Participants fail to meet their Points Requirement.

As outlined in the [Mutual Obligation Requirements](#) section, Participants who are undertaking full-time residential or intensive drug and alcohol treatment or rehabilitation will not be required to complete the minimum Job Search Requirement. These Participants remain on the Provider's caseload and continue to be serviced by the Provider while undertaking these interventions.

 The Provider **must** retain evidence (either hard copy or soft copy) of invoices for services or a letter of acceptance into a program for non-vocational interventions).

 The Provider must enter non-vocational assistance and intervention Activities in the Department's IT Systems and refer participants to these Activities in accordance with the Department's training resources.

## 28.7. Australian Defence Force Reserves

<b>Description:</b> Participation in the Australian Defence Force Reserves.		<b>Activity Code:</b> MDF <b>Job Plan Code:</b> N/A
<b>Eligibility:</b> Available to Participants who can meet the enlistment and ongoing standards required by the Defence Reserves.	<b>Duration:</b> Ongoing, hours dependent on commitment	<b>Specified Activity:</b> No
<b>PBAS:</b> Yes – Please refer to the <a href="#">PBAS points values for tasks and activities in the Points Based Activation System factsheet</a>	<b>Activation eligible:</b> <a href="#">Yes</a> - Provider-assessed	<b>Progress Payment:</b> <a href="#">Yes</a> – work placements


Australian Defence Force Reserves is an Activity available to Participants who can meet the enlistment and ongoing standards required by the Australian Defence Force Reserves.


The Australian Defence Force Reserves offers a Participant the opportunity to provide a service to the community and train and develop self-discipline, focus and leadership. Reservists develop skills and experience through formal Defence courses, ongoing training, and on the job, as they put their skills into practice.

Participants in the Australian Defence Force Reserves can gain points under the PBAS. Refer to the [Job Plan and Mutual Obligation Requirements](#) Chapter for more information.

The TCF will not apply for non-attendance in Australian Defence Force Reserves, however, it will apply if Participants fail to meet their Points Requirement.


The Provider will have the ability to update the Placement Type during the Activity Placement to reflect changes to the Participant's participation.

 The Provider **must** retain evidence (either hard copy or soft copy) of signed training notice or signal notice (for Defence Force Reserves).

 The Provider must refer Participants to this Activities in accordance with the Department's training resources.

## 28.8. Other government programs

<b>Description:</b> Commonwealth, state, territory or local government program that vary between jurisdictions.		<b>Activity Code:</b> OAPG <b>Job Plan Code:</b> N/A
<b>Eligibility:</b> aged 15+, noting that programs may have additional eligibility criteria	<b>Duration:</b> Variable	<b>Specified Activity:</b> No
<b>PBAS:</b> Yes – Please refer to the <a href="#">PBAS points values for tasks and activities in the Points Based Activation System factsheet</a>	<b>Activation eligible:</b> <a href="#">Yes</a> – Provider-assessed	<b>Progress Payment:</b> <a href="#">Yes</a> – work placements (where the other government program has an employment focus)

 Providers must ensure that there is a safe system of work in place prior to referring a Participant to an other government program.

Participants can undertake other government programs, including other Australian Government, state, territory or local government programs, where the Provider and Participant agree that participation would support the job seeker to progress towards employment, and that participation would be suitable and safe for the Participant.

Other government programs should not duplicate services Providers are contracted to deliver.

Participants in other government programs can gain points under the PBAS. Refer to the [Job Plan and Mutual Obligation Requirements Chapter](#) for more information.

The TCF will not apply for non-attendance in other government programs , however, it will apply if Participants fail to meet their Points Requirement.

Other government programs available to Participants vary between jurisdictions. Providers can contact their relevant state, territory or local government for up-to-date information on their range of programs available.



The Provider must enter other government program Activities in the Department's IT Systems. and refer participants to these Activities in accordance with the Department's training resources.



## Chapter 29. Provider Performance Framework

### 29.1. Chapter Overview

Provider performance is assessed using the Workforce Australia Employment Services Provider Performance Framework as shown in [Figure 29-A](#). The Provider Performance Framework is intended to:

- encourage innovation and drive performance improvement, and
- ensure Providers are fulfilling their Deed obligations and meeting the required standards.

This Chapter describes the Provider Performance Framework and its 5 modules.

**Figure 29-A: The Workforce Australia Employment Services Provider Performance Framework**



### 29.2. Provider Performance Framework

The Provider Performance Framework is a comprehensive assessment of Provider performance at the Licence level.

To ensure performance is considered holistically, the Provider Performance Framework comprises 5 modules:

- Sustained Employment
- Progress to Employment
- Quality of Service to Participants
- Quality of Service to Employers, and
- the Provider's compliance with the licensing standards.

These underpinning performance measures include both quantitative and qualitative metrics and the frequency of assessment varies depending on the kind of measure.

The modules and measures may be refined over time with Providers being notified in advance of any changes. Supplementary material provides detailed description of the methodology for each of the measures.

Performance ratings are awarded for each measure. The measure ratings are combined to determine module ratings. The module ratings are combined to determine overall performance for a Licence.

The Licence’s overall performance rating informs Annual Licence Review decisions. For more information refer to the [Licence Administration Chapter](#).

(Deed Reference(s): Clause 92)

### 29.2.1. Overall Performance Rating

Licences are awarded an overall and module performance rating of High, Moderate, or Low.

To ensure that the Provider Performance Framework continues to drive continuous improvement, regular reviews are conducted of the levels required to achieve each performance category for each module and their performance measures.

The approach to determine overall levels of performance are set out in [Table 29-A](#) below.

**Table 29-A: Overall Performance Business Rules**

Performance Category	Requirements
<b>High Performance</b>	A High rating for the Sustained Employment module. AND At least Moderate ratings for all other modules.
<b>Moderate Performance</b>	At least Moderate ratings for all modules
<b>Low Performance</b>	A Low rating for any module.

### 29.2.2. Sustained Employment Module

This module assesses achievement of sustained Employment for Participants by comparing the actual outcome rates achieved by each licence with the expected rates calculated by a statistical regression model.

Licences are assessed as High, Moderate or Low against 4 measures that are a quantitative assessment of 26 and 12 Week Outcome rates for All Participants and Indigenous Participants:

- 26 Week Outcomes – All Participants
- 12 Week Outcomes – All Participants
- 26 Week Outcomes – Indigenous Participants
- 12 Week Outcomes – Indigenous Participants

A Licence will typically receive a rating against all 4 measures. In some instances, however, a Licence will only receive a rating against 2 measures when the data is functionally identical for the two 26 Week Outcomes measures and the two 12 Week Outcomes measures. This will occur for Providers with an entirely Indigenous caseload (e.g. Indigenous specialists) or with no Indigenous caseload (e.g. Refugee specialist).

A Provider’s module level performance with 4 measure ratings for the Sustained Employment module will be determined using the rules in the [Table 29-B](#):

**Table 29-B: Module Ratings for Licences with 4 Measure Ratings**

Performance Category	Requirements
<b>High Performance</b>	High in 2 or more measures (and not being one of the exceptions detailed below) AND not Low in any measure
<b>Moderate Performance</b>	Does not meet the criteria for High or Low Module rating
<b>Low Performance</b>	Low in 2 or more measures

## High Performance – Exceptions

In the following situations, a Licence that achieves High Performance in 2 measures receives a module rating of Moderate:

- The 2 High ratings are for the 26 Week Outcomes – All Participants and 12 Week Outcomes – All Participants measures, indicating that the Licence has not achieved comparably high results for their Indigenous Participants.
- The 2 High ratings are for the 26 Week Outcomes – Indigenous Participants and 12 Week Outcomes – Indigenous Participants, indicating the Licence has not achieved comparably high results for their entire caseload.
- The 2 High ratings are for the 12 Week Outcomes – All Participants and 12 Week Outcomes – Indigenous Participants, indicating that the Licence has not been highly effective at sustaining employment placements for 26 weeks.

## Licences With Results for Only 2 Measures

Some licences are awarded ratings for only 2 performance measures. This occurs in the following circumstances:

- Generalist licences with insufficient Indigenous participants to be assessed against the 2 Indigenous participant measures
- Indigenous specialists with identical performance data for the 2 All Participant and 2 Indigenous Participant performance measures. These licences will only receive ratings for the 2 Indigenous Participant measures.
- Other Specialist Licences with insufficient Indigenous participants to be assessed against the 2 Indigenous Participant performance measures.

The approach to determine the Sustained Employment Module Rating in these circumstances is detailed in [Table 29-C](#):

**Table 29-C: Module Ratings for Licences with Two Measure Ratings**

Performance Category	Requirements
<b>High Performance</b>	High in both measures
<b>Moderate Performance</b>	At least moderate in both measures
<b>Low Performance</b>	Low in one or both measures

## High Performance – Exceptions

There are no exceptions for Licences with only 2 measure ratings.

### 29.2.3. Progress to Employment Module

This module assesses the success of the Provider in progressing Participants towards Employment.

Licences will be assessed as High, Moderate or Low against each measure in the module:

- Progress Payments
  - A quantitative measure of the Provider’s success at achieving Progress Payments.
- User Views - Progress
  - A survey-based measure of Participant experience of progressing towards Employment.
- Servicing Rate
  - A quantitative measure of the extent to which Providers deliver regular service to all Participants on the Caseload.

A Provider’s module level performance for the Progress to Employment module will be determined using the rules in the [Table 29-D](#):

**Table 29-D: Module ratings for Progress to Employment Module**

Performance Category	Requirements
<b>High Performance</b>	One or more High ratings and no Low ratings
<b>Moderate Performance</b>	All ratings are Moderate
<b>Low Performance</b>	One or more Low ratings

In instances where a Licence has insufficient data to calculate a rating for a measure then a Moderate rating is awarded for that measure.

### 29.2.4. Quality of Service to Participants Module

This module assesses the success of the Provider in delivering high quality service to Participants.

Licences will be assessed as High, Moderate or Low against each measure in the module:

- Service Delivery Assessment – Participants
  - A qualitative assessment of each Provider’s quality of service to Participants.
- User Views - Quality
  - A survey-based assessment of Participant experience of the quality of service delivered by each Provider.
- Tailored Servicing
  - An assessment of the extent that Participants are receiving a service tailored to their unique circumstances based on the diversity of tasks and Points Targets under the Points Based Activation System and the quality review of the job search effort by Participants.

A Provider’s module level performance for the Quality of Service to Participants module will be determined using the rules in the [Table 29-E](#):

**Table 29-E: Module ratings for Quality of Service to Participants Module**

Performance Category	Requirements
High Performance	One or more High ratings and no Low ratings

Performance Category	Requirements
Moderate Performance	All ratings are Moderate
Low Performance	One or more Low ratings

In instances where a Licence has insufficient data to calculate a rating for a measure then a Moderate rating is awarded for that measure.

### 29.2.5. Quality of Service to Employers Module

This module assesses the success of the Provider in delivering high quality service to Employers.

Licences will be assessed as High, Moderate or Low against each measure in the module:

- Service Delivery Assessment – Employers
  - A qualitative assessment of each Provider’s quality of service to Employers.
- Job Search Quality
  - An assessment of the Provider’s success in supporting Participants to submit quality job applications to Employers.

A Provider’s module level performance for the Quality of Service to Employers module will be determined using the rules in the [Table 29-F](#):

**Table 29-F: Module ratings for Quality of Service to Employers Module**

Performance Category	Requirements
High Performance	One or more High ratings and no Low ratings
Moderate Performance	All ratings are Moderate
Low Performance	One or more Low ratings

In instances where a Provider does not have sufficient data to calculate a result for any measure then performance against that measure will be treated as Moderate Performance.

### 29.2.6. Licensing Standards Module

The objective of the licensing requirements module is to ensure that Providers continue to meet the standards required to operate and are displaying the expected values and behaviours. This will be based off the assessment of results from Program Assurance Activities and breaches recorded.

Licences will be assessed as High, Moderate or Low against the single measure:

- Program Assurance Activities and Breaches
  - Program Assurance activities and Breaches finalised in the rolling performance period up to the assessment point will contribute to the Providers assessment against the module. The rating will be determined by the result from the Assurance Score assessment.

The rating achieved for this measure will also be the rating for the module.

## 29.3. Performance Thresholds

Each measure has 2 performance thresholds that define the 3 performance ratings:

- The upper threshold is the cut-off between High and Moderate
- The lower threshold is the cut-off between the Moderate and Low

The performance rating for each measure is determined by comparing a Licence's result against the performance thresholds for that measure.

### **29.3.1. Annual Performance Threshold Adjustment Process**

The Provider Performance Framework is designed to drive continuous improvements in performance by gradually changing performance thresholds over time.

Performance thresholds will be evaluated annually between April and May each year, on a measure by measure basis to identify thresholds that would be appropriate to adjust. Providers will be advised of any adjustments for the upcoming financial year in June each year.

### **29.3.2. Initial Performance Thresholds**

The Department will set initial performance thresholds in advance of the commencement of Workforce Australia Services.

### **29.3.3. Initial Performance Threshold Review Process**

Between April and May 2023 in addition to identifying thresholds that can be changed for the upcoming financial year, the Department will also use Workforce Australia Services data to identify thresholds for the 2022-23 Financial Year that need to be revised. Any revisions to initial performance thresholds will be released to Providers before July 2023.

## **29.4. Release of Performance Ratings**

The Department will release performance ratings on a quarterly basis. The first release of performance ratings will occur for the quarter ending 30 June 2023.

As part of the release of quarterly performance ratings to Providers, each Provider will receive their overall, module and measure results for each Licence that they operate.

### **29.4.1. Public Release**

Performance ratings will be published to a variety of locations (Departmental websites, Provider Portal and to Services Australia for use in the referral process) several business days after each Provider receives their own performance ratings.

The public release of the performance ratings will include overall and module level ratings. Data for measures will not be made publicly available except for the Participant satisfaction rate which will be published subject to meeting minimum sample size criteria.

### **29.4.2. Indicative Ratings During First Year of the Program**

The Department will release indicative ratings to Providers for the quarter ending 31 March 2023. These ratings should be considered as indicative since they will be based on early data for some measures, particularly 26 Week Outcomes.

The indicative ratings calculated at the end of March 2023 will not be publicly released.

### 29.4.3. Measure Activity Reports

To support Providers to manage their own performance, Providers will receive regular activity reporting for each quantitative measure. This reporting will progressively be released, measure by measure. [Table 29-G](#) provides an estimation on when this data will be available:

**Table 29-G: Measure Reporting Estimated Availability**

Module	Measure	Estimated Report Availability	
		First report available	Frequency of updates
<b>Sustained Employment (outcome rates)</b>	26 Week Outcomes – All Participants	March 2023	Monthly
	26 Week Outcomes – Indigenous Participants	March 2023	Monthly
	12 Week Outcomes – All Participants	December 2022	Monthly
	12 Week Outcomes – Indigenous Participants	December 2022	Monthly
<b>Progress to Employment</b>	Progress Payments	To be determined	Monthly
	User Views – Progress	Dependant on Participant response rates.	Quarterly
	Servicing Rate	November 2022	Monthly
<b>Quality of Services – Participant</b>	User Views – Quality	Dependant on Participant response rates.	Quarterly
	Service Delivery Assessment – Participants	n/a	n/a
	Tailored Servicing	January 2023	To be determined
<b>Quality of Services – Employer</b>	Service Delivery Assessment – Employers	n/a	n/a
	Quality of Job Search	September 2022	To be determined
<b>Licensing Standards</b>	Assurance Activity Results	September 2022	Per finalised assurance activity or breach notice

While performance assessment is at the Licence level, measure activity reporting will be made available at the site level where appropriate.

## **29.5. Periodic Review of Provider Performance Framework**

The Department may periodically initiate broader reviews of the Provider Performance Framework to ensure the framework is driving the overall policy intent of the model. Such reviews could result in the Department making changes to the framework, such as adding, removing, or adjusting modules and/or measures.



## Chapter 30. Quality Assurance Framework

### Supporting Documents for this Chapter:

- [Quality Assurance Framework Audits Process document for Providers](#)

### 30.1. Chapter Overview

The Quality Assurance Framework (QAF) sets out the minimum standards of quality for Workforce Australia Employment Services Providers, ensuring their policies and processes support continuous improvement and quality service delivery.

This Chapter contains detailed information on the requirements for Providers to achieve and maintain QAF Certification.

### 30.2. QAF Certification

To obtain QAF Certification, Providers must:

- achieve certification against one of the 2 approved Quality Standards, and
- demonstrate adherence to the Department's 7 Quality Principles.

QAF Certification is valid for 3 years, subject to a Provider maintaining Certification against both the Quality Standards and the Quality Principles.

QAF Certification will only be granted where the Provider has:

- provided the Department with evidence of Quality Standards Certification
- achieved certification against the Quality Principles.

Providers must obtain a QAF Certificate no later than 9 months after any Head Licence Start Date, unless otherwise Notified by the Department, and maintain the currency of the Certificate for the duration of the Head Licence Term.

The Department will aim to advise a Provider of its QAF Certification outcome within 10 Business Days of evidence of both Quality Standard and Quality Principles Certification. Where further information is required to complete an assessment, this timeframe does not apply.

(Deed Reference(s): Clause 7.1, 7.4, 95.1, 95.5)

#### 30.2.1. Group Respondents (including change of membership)

Where the Provider is a Group Respondent, the lead member must achieve and maintain Certification against the QAF. All Sites listed in the Provider's Head Licence are within scope for audit Site sample. When auditing against the Quality Principles, the lead member's head office must be audited as part of the Site sample.

If there is a change in Group membership, the new Group Respondent must gain or maintain QAF Certification.

(Deed Reference(s): Clause 54.1)

### 30.2.2. Novations

Following execution of a Deed of Novation, the Provider must achieve or demonstrate adherence to QAF Certification as specified in the Deed of Novation, and in line with QAF Certification requirements in this Guideline.

(Deed Reference(s): Clause 60.3)

## 30.3. The Quality Standards

The Quality Standards approved by the Department under the QAF are:

- ISO 9001
- the National Standards for Disability Services (NSDS).

For QAF purposes, the scope of all Quality Standard audits must include a Provider's Workforce Australia business.

The Provider must choose one of these Quality Standards to be certified against as part of its QAF Certification. If the Provider changes to a different approved Quality Standard during the term of its Head Licence, it must achieve Certification against the new Quality Standard prior to the expiry date of its previous certification.

The Provider must be delivering Disability Employment Services (DES) if using the NSDS for QAF Certification. A Provider which ceases to deliver DES during their Head Licence Term must transition to an alternative approved Quality Standard before the expiry of their NSDS Quality Standard Certification.

### 30.3.1. Types of Quality Standards Audits

ISO 9001 and the NSDS involve Certification and Surveillance audits. The timing and format of a Quality Standards Audit is determined by the Quality Standard that is being audited. Providers should discuss the timing of audits with their Conformity Assessment Body (CAB) to meet QAF Certification requirements.

### 30.3.2. Quality Standards Certification

The Provider must achieve and maintain certification against a Quality Standard by fulfilling all requirements of the relevant Quality Standard, including following the relevant audit schedule. The Provider should discuss its Quality Standards auditing requirement with its CAB.

### Quality Standards Audit Plan



The Provider must send a completed Quality Standards Audit Declaration and submit it with the associated Quality Standard Audit Plan to the Department for endorsement **30 Business Days** before the commencement of the audit.


A Quality Standards Audit Declaration and the Quality Standard Audit Plan is required for all Quality Standard Audits (Certification, Surveillance and Recertification). This is to ensure the sample included in the audit is representative of its Workforce Australia Services business.

The Department will advise endorsement or requested changes to the Audit Plan within 5 Business Day of Audit Plan receipt.

Where an **approved** Quality Standards Audit Plan changes ahead of the scheduled Audit, the Provider must send an updated Audit Plan to the Department for reapproval before the Quality Standards audit commences.

## Quality Standards Audit Report

 Within **30 Business Days** of a Quality Standards Audit closing meeting, the Provider must submit the Quality Standards Audit Report to the Department, along with copies of any new or updated Certificates as evidence of Quality Standard Certification.

 The Department will respond to the outcomes of the Quality Standards Audit Report as part of QAF Certification within **10 Business Days** of Audit Report receipt.

A Provider must notify the Department immediately if its Quality Standards Certification lapses or is suspended.

(Deed Reference(s): Clauses 95.2, 95.3 and 95.4)

## Quality Standards auditors

A Provider must engage a CAB that has been accredited by the [Joint Accreditation Scheme of Australia and New Zealand](#) (JAS-ANZ) to undertake an ISO 9001 or NSDS audit. A Provider may use a different CAB for its Quality Standards Audit to the CAB that is used for its Quality Principles Audit.

### 30.4. The Quality Principles

There are 7 Quality Principles:

1. Governance
2. Leadership
3. Personnel
4. Participants
5. Labour market, Employers and Community
6. Operational effectiveness
7. Continual improvement

Each of the Quality Principles is underpinned by a set of Key Performance Measures (KPMs), containing Practice Requirements, that a Provider must meet to demonstrate conformance with the KPM. The KPMs and Practice Requirements are outlined at [Attachment 30A](#).

#### 30.4.1. Quality Principles Certification

A Provider must achieve and maintain certification against the Quality Principles by fulfilling all the requirements of the Quality Principles, including following the audit schedule.

For the purposes of Quality Principles Certification, Providers must refer to the [Quality Assurance Framework Audit Process document for Providers](#) in relation to how the Department manages the QAF Certification process.

## 30.4.2. Types and Scope of Quality Principles Audits

### Certification audit

Required to gain initial QAF Certification, all KPMs and Practice Requirements will be audited during a Quality Principles Certification audit.

### Recertification audit

Conducted every 3 years, all KPMs and Practice Requirements will be audited during a Quality Principles Recertification audit.

### Surveillance audit

A Quality Principles Surveillance audit is conducted annually in between the certification and recertification audit. The Surveillance audit will include:

- 50 per cent of the Practice Requirements (refer [Attachment 30A](#))
- any non-conformances identified in the Certification or Recertification audit
- any other Practice Requirements, as identified by the Department.

### Extraordinary audit

The Department may conduct, or may request that a Quality Auditor conducts, an Extraordinary audit. The Provider is required to cover the audit costs.

The scope of an Extraordinary audit is determined by the Department on a case-by-case basis and will be targeted to a specific aspect, or aspects, of the Quality Principles.

## Conducting Quality Principles Audits

### Department led audits

Suitably trained Department Officers may conduct Quality Principles Certification, Recertification, Surveillance, and Extraordinary Audits on certain Providers at the Department's discretion. Providers selected for Department led audits will be advised no later than **40 Business Days** prior to the proposed audit.

For the purposes of Quality Principles Certification, Providers must refer to the Quality Assurance Framework Audits Process documents for Providers in relation to how the Department manages the Certification process.

### Quality Auditor audits


Providers that are not audited by the Department must engage a Department approved CAB to undertake Quality Principles Audits. A CAB, and their Quality Auditors, must participate in and pass all the Department's required training before conducting a Quality Principles audit. The [list of approved Quality Principles CABs is on the Provider Portal](#).

The Provider is responsible for its audit costs, including the close out of non-conformances, regardless of whether the audit is conducted by Department Officers or a CAB.


## 30.5. Quality Principles Certification

The Provider must achieve and maintain certification against the Quality Principles by fulfilling all the requirements of the Quality Principles, including following the audit schedule.

### 30.5.1. Quality Principles Audit Plans

 A Provider being audited by a Quality Auditor must send a completed Quality Principles Audit Plan for its Quality Principles audit to the Department for endorsement no less than **30 Business Days** before the commencement of the audit.

Audit Plan templates are available on the [Provider Portal](#). Providers must refer to the QAF Audit Process document for Providers in relation to sampling requirements.

 The Department will advise endorsement or requested changes to the Audit Plan within **5 Business Days** of Audit Plan receipt.


A Quality Principles Audit Plan is required for all Quality Principles Audits (Certification, Recertification and Surveillance).

Where an approved Quality Principles Audit Plan requires changes, the Provider must send this to the Department for reapproval before the Quality Principles audit commences.


A Provider being audited by a Department Officer will be sent a draft Quality Principles Audit Plan for its Quality Principles audit by the Department **40 Business Days** prior to commencement.

The Provider must return an agreed Quality Principles Audit Plan for their Quality Principles audit to the Department for finalisation **30 Business Days** before the commencement of the audit.

### 30.5.2. Self-Assessment tool

 Providers must send a completed Quality Principles self-assessment tool and specified supporting documents to the Department Officer or Quality Auditor a minimum of **5 Business Days** prior to the approved commencement date for the Quality Principles Audit.

### 30.5.3. Audit Report

 Providers being audited by a Quality Auditor must send a copy of the Quality Principles Audit Report **within 30 Business Days** of the audit closing meeting.

Providers being audited by a Departmental Officer will be sent a draft Quality Principles Audit Report by the Department **5 Business Days** after the audit closing meeting. The Provider must review the Quality Principles audit report for any inaccuracies and send the Quality Principles Audit Report to the Department **10 Business Days** after it has been received, advising of amendments for consideration by the Department.

(Deed Reference(s): Clauses 95.3, 95.4)

## 30.6. Non-conformances

Any non-conformance identified during a Quality Standards audit or a Quality Principles audit must be closed out in accordance with the requirements of the relevant Quality Standard and as outlined below.

### 30.6.1. Quality Standards non-conformances

Providers must close out any non-conformance identified in a Quality Standards audit within the timeframe provided by the Quality Auditor.

Any non-conformance raised against a Quality Standard that results in the suspension of certification against that Quality Standard may result in the QAF Certification being suspended and remedial action being taken against the Provider.

(Deed Reference(s): Clause 95.4)

### 30.6.2. Quality Principles non-conformances

#### Major non-conformance

A Major non-conformance is:

- a failure to have any process, or an effective process, in place for a Practice Requirement
- Minor non-conformances identified for 50 per cent or more of the Practice Requirements in a KPM
- An identified [Minor non-conformance](#) that was also identified in the preceding audit (Certification, Recertification or Surveillance).

Major non-conformances must be closed out or downgraded **within 3 months** of the audit closing meeting.

A Major non-conformance identified by the Department following a review of an audit conducted by a Quality Auditor must be closed out **within 3 months** of the date the Provider is advised of the non-conformance.

QAF Certification will not be granted or renewed until all Major non-conformances are downgraded to a Minor non-conformance or closed out.

Failure to address a Major non-conformance within the required timeframes may result in an existing QAF Certification being suspended, and remedial action taken against the Provider.

(Deed Reference(s): Clauses 63.2, 67.1, 95.5)

#### Minor non-conformance

A Minor non-conformance is issued where the process in place for a Practice Requirement does not fully meet requirements or is only partially effective.

QAF Certification may be granted if Minor non-conformances are identified.

Minor non-conformances must be closed out **within 6 months** of the audit closing meeting.

In the case of a Department-identified Minor non-conformance, the Minor non-conformance must be closed out **within 6 months** of the date the Provider is advised of the non-conformance.

If a Major non-conformance has been downgraded to a Minor non-conformance, the Provider must completely close out the Minor non-conformance **within 3 months** of the date of downgrade. That is:

- the non-conformance should be closed out in a **maximum timeframe of 6 months** from the audit closing meeting date or,
- for non-conformances identified by the Department following a review of an audit conducted by a Quality Auditor, a **maximum timeframe of 6 months** from the date the Department advised the Provider of the non-conformance.

Failure to address a Minor non-conformance within the required timeframes may result in the QAF Certification being suspended and remedial action being taken against the Provider.

(Deed Reference(s): Clauses 63.2, 67.1, 95.5)

### 30.6.3. Non-conformances identified by the Department through a review of a CAB conducted Quality Principles Audit

The Department may issue a non-conformance for a Quality Principles audit conducted by a Quality Auditor where it is not satisfied that the evidence included in the audit report addresses the requirements or where it considers that the evidence in the audit report indicates a non-conformance.



The Department reserves the right to raise non-conformances where it has received information contrary to the audit report.

### 30.6.4. Quality Principles Corrective Action Plan


A Corrective Action Plan (CAP) must be submitted to the Department where non-conformances have been identified in a Quality Principles audit.


All CAPs should use the [Department's CAP template, available on the Provider Portal](#).


#### Corrective Action Plan

-  A CAP must be submitted to the Department no later than **30 Business Days** after the audit closing meeting or the Provider being notified of Department-identified non-conformances.
-  Where there is already a CAP in place relating to the Quality Principles audit, Department-identified non-conformances should be added to the existing CAP and submitted to the Department within the outlined timeframe.

#### Closing out a CAP

-  When a non-conformance is closed out, an updated CAP must be submitted to the Department by the Provider. The updated CAP must include agreement by the Quality Auditor or auditing Department Officer to close out the relevant non-conformance.

 Where a Provider was audited by a Quality Auditor and a non-conformance is closed out, an updated CAP must be submitted to the Department by the Provider. The updated CAP must include agreement by the Quality Auditor to close out the relevant non-conformances.

 Non-conformances identified by the Department following a review of an audit conducted by a Quality Auditor must be closed out by a Quality Auditor.

Where a Provider was audited by a Department Officer, the Department Officer will work with the Provider to close out non-conformances within the relevant timeframes

### **30.7. Failure to obtain QAF Initial Certification**

If the Provider fails to comply with Deed clause 95 – Quality Assurance Framework conformance, the Department may exercise remedies under the Deed, including terminating the Deed.

Workforce Australia Employment Services Providers who do not achieve certification against the QAF within 9 months of the issuance and commencement of their first Workforce Australia Services (Generalist or Specialist) Licence may have their Head Licence revoked.

### **30.8. Suspension of QAF Certification**

The Department may suspend a Provider's QAF certification where (but not limited to):

- a Major non-conformance identified in a Quality Standards and/or Quality Principles Audit has been identified that poses a risk to the safety or wellbeing of Participants and/or Personnel
- a Minor or Major non-conformance identified in a Quality Standards and/or Quality Principles Audit is not closed out within the required timeframes, and the delay is not due to circumstances outside the control of the Provider
- the Provider does not submit its Quality Standards and/or Quality Principles audit report in time for the Certification to be renewed before the Certification expiry date.

If the Department suspends the Provider's QAF Certification or the Provider fails to comply with Deed clause 95 – Quality Assurance Framework conformance, the Department may exercise remedies under the Deed, including terminating the Deed.

(Deed Reference(s): Clauses 7.1, 7.4, 63.2, 95.5)



## Attachment 30A. Quality Principles

Table 30-A: QAF Principle 1 - Governance

Principle 1: Governance		
Key Performance Measure	Practice Requirement	QAF Evidence Requirement
<p><b>1.1 The Provider has appropriate policies and processes in place that manage operational and strategic risks for the delivery of Services, including disaster recovery.</b></p> <p>Included in Certification/ Recertification Audits and Surveillance Audit year 1</p>	<p>1.1.1 The Provider has corporate governance arrangements in place, for the delivery of Services, that manage risk.</p>	<p>The Provider has a current risk management framework that is applied to the delivery of Services which includes:</p> <ul style="list-style-type: none"> <li>(a) organisational and Site risk management plans</li> <li>(b) processes for identifying and managing risks, including incident management and disaster recovery plans</li> <li>(c) processes for scheduled regular reviews of all risk management plans.</li> </ul>
	<p>1.1.2 The Provider has corporate governance arrangements in place, for the delivery of Services, that manage fraud.</p>	<p>The Provider has a current fraud control plan that is applied to the delivery of Services which includes:</p> <ul style="list-style-type: none"> <li>(a) processes for Personnel to notify management of potential fraud (internal and external)</li> <li>(b) the Department's tip-off line contact details.</li> </ul>
	<p>1.1.3 The Provider has corporate governance arrangements in place, for the delivery of Services, that manage IT systems.</p>	<p>The Provider has:</p> <ul style="list-style-type: none"> <li>(a) a current plan that includes processes for identifying and managing IT systems fraud risks</li> <li>(b) policies and processes in place for ongoing compliance with the Deed in relation to access and information security, including Right Fit for Risk.</li> </ul>

Table 30-B: QAF Principle 2 - Leadership

Principle 2: Leadership		
Key Performance Measure	Practice Requirement	QAF Evidence Requirement
<p><b>2.1 All Personnel understand the design and operational elements of the Provider’s model for the delivery of Services and how this relates to the purpose of Workforce Australia Services.</b></p> <p>Included in Certification/ Recertification Audits and Surveillance Audit year 2</p>	<p>2.1.1 The Provider’s model for the delivery of Services is communicated with its Personnel, and the model is followed and upheld by the Provider and its Personnel.</p>	<p>The Provider has current processes in place to ensure that its Personnel:</p> <ul style="list-style-type: none"> <li>(a) are aware of and follow the model for delivery of Services</li> <li>(b) facilitate the use of self-help resources for Participants</li> <li>(c) support Participants in accordance with the objectives of the Services and the requirements of the Deed.</li> </ul>
	<p>2.1.2 The Provider’s Code of Conduct is promoted and upheld by the Provider and its Personnel.</p>	<p>The Provider has a current Code of Conduct that is applied to the delivery of Services, and it includes:</p> <ul style="list-style-type: none"> <li>(a) a set of values outlining Personnel expectations relating to how they deal with Participants</li> <li>(b) a requirement that Personnel act in good faith and in a manner that maintains a positive reputation for the Services</li> <li>(c) a requirement for regular scheduled reviews of Personnel awareness of Code of Conduct Requirements.</li> </ul>

Table 30-C: QAF Principle 3 - Personnel

Principle 3: Personnel		
Key Performance Measure	Practice Requirement	QAF Evidence Requirement
<p><b>3.1 The Provider has a structured approach to the employment, development and performance management of its Personnel.</b></p> <p>Included in Certification/ Recertification Audits and Surveillance Audit year 1</p>	<p>3.1.1 The Provider has policies and processes to ensure that it employs Personnel with the appropriate skills and abilities to assist Participants.</p>	<p>The Provider has policies and processes in place that ensure:</p> <ul style="list-style-type: none"> <li>(a) people with suitable skills and abilities are employed to deliver Services</li> <li>(b) Personnel delivering Services have obtained and maintain any required police checks and checks for working with vulnerable people (as required by relevant legislation).</li> </ul>
	<p>3.1.2 The Provider has Personnel training and development policies and processes in place.</p>	<p>The Provider has current policies and processes in place that ensure:</p> <ul style="list-style-type: none"> <li>(a) the Personnel induction outlines what is required in relation to the delivery of Services</li> <li>(b) Personnel training and development assists in the effective delivery of Services</li> <li>(c) Personnel undertake all training mandated by the Department, and in accordance with the Deed and Guidelines</li> <li>(d) Personnel are aware of the powers and functions that have been delegated to them under Social Security Legislation</li> <li>(e) regular Personnel performance reviews take place.</li> </ul>
	<p>3.1.3 The Provider has policies and processes that assure the cultural competence of its Personnel in dealing with Participants</p>	<p>The Provider has policies and processes in place that ensure Personnel:</p> <ul style="list-style-type: none"> <li>(a) receive training to enable them to provide culturally appropriate Services</li> </ul>

		(b) can identify where interpreting services for Participants are required and can easily access interpreting services for these Participants.
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**Table 30-D: QAF Principle 4 - Participants**

Principle 4: Participants		
Key Performance Measure	Practice Requirement	QAF Evidence Requirement
<b>4.1 The Provider has strategies in place that result in effective engagement with Participants.</b>  Included in Certification/ Recertification Audits and Surveillance Audit year 2	4.1.1 The Provider has communication policies and processes in place to engage with Participants.	The Provider has communication policies and processes in place for engaging with Participants that: <ul style="list-style-type: none"> <li>(a) include a variety of communication methods</li> <li>(b) include options for Participants with communication barriers</li> <li>(c) align with the Service Guarantee.</li> </ul>
	4.1.2 The Provider regularly reviews its Caseload to ensure Participant engagement.	The Provider has policies and processes in place that ensure: <ul style="list-style-type: none"> <li>(a) there is regular Caseload monitoring conducted across Sites and emerging issues are addressed</li> <li>(b) Participants are commenced quickly after the date of Referral</li> <li>(c) Participants are commenced quickly into Activities and remain involved in the Activity for its duration</li> <li>(d) engagement with Participants is maintained to assist them to remain in employment for the length of the Employment Outcome period</li> <li>(e) Participants are recommenced quickly following a Suspension, Exemption period, or where they fall out of employment.</li> </ul>

Principle 4: Participants		
Key Performance Measure	Practice Requirement	QAF Evidence Requirement
<p><b>4.2 Services are delivered to Participants that assist them to become work ready and gain sustainable Employment, in line with individual program eligibility.</b></p> <p>Included in Certification/ Recertification Audits and Surveillance Audit year 1</p>	<p>4.2.1 The Provider delivers Services in line with the Service Guarantee and the Joint Charter.</p>	<p>The Provider has policies and processes in place that:</p> <ul style="list-style-type: none"> <li>(a) reflect the expectations outlined in the Service Guarantee and Joint Charter</li> <li>(b) ensure Personnel are aware of the obligations outlined in the Service Guarantee and appropriately apply them to individual Participants</li> <li>(c) ensure Participants are made aware of the minimum level of service they can expect and what is expected of them as outlined in the Service Guarantee.</li> </ul>
	<p>4.2.2 Provider Personnel understand the eligibility criteria for individual employment Services and programs and can identify the compliance requirements for individual Participants.</p>	<p>The Provider has policies and processes in place that ensure its Personnel:</p> <ul style="list-style-type: none"> <li>(a) are aware of eligibility for individual employment Services and programs</li> <li>(b) can identify the varying circumstances and Mutual Obligation Requirements of individual Participants</li> <li>(c) are aware of and support Participants to manage their participation and reporting through the Points Based Activation System (PBAS).</li> </ul>
	<p>4.2.3 Provider Personnel undertake assessments of Participant’s circumstances and implement strategies that focus on assisting them to become work ready and gain sustainable Employment.</p>	<p>The Provider has processes in place that ensure its Personnel:</p> <ul style="list-style-type: none"> <li>(a) use available assessment of the Participant’s circumstances to implement strategies that will assist them to become work ready and gain sustainable Employment</li> </ul>

Principle 4: Participants		
Key Performance Measure	Practice Requirement	QAF Evidence Requirement
		(b) regularly review a Participant’s circumstances and amend the implemented strategies where required (c) record factual and informative notes in the appropriate system about the Participant’s circumstances to ensure that the Participant will receive consistent service, regardless of which Provider Personnel is managing them.
	4.2.4 The Provider has a variety of strategies in place for promoting a wide range of Employment opportunities to Participants	The Provider has processes in place that ensure Personnel can: <ul style="list-style-type: none"> <li>(a) identify suitable Employment opportunities for Participants.</li> <li>(b) promote suitable Employment opportunities to Participants.</li> </ul>
<b>4.3 Job Plans set out an individualised approach reflective of a Participant's current circumstances and servicing needs.</b>  Included in Certification/ Recertification Audits and Surveillance Audit year 2	4.3.1 Job Plans are tailored to the Participant and contain activities: <ul style="list-style-type: none"> <li>• that will satisfy the Participant’s Mutual Obligation Requirements (where relevant) and PBAS Points Target, and</li> <li>• assist Participants achieve their Employment goals.</li> </ul>	The Provider has processes in place that ensure: <ul style="list-style-type: none"> <li>(a) Participants have individualised and up-to-date Job Plans that have been discussed, agreed, and signed by the Participant</li> <li>(b) the Job Plans are recorded on the Department’s IT systems</li> <li>(c) Participant Job Plans are reviewed regularly and modified accordingly</li> <li>(d) Participants fulfil the requirements of their individual Job Plans</li> </ul>

Principle 4: Participants		
Key Performance Measure	Practice Requirement	QAF Evidence Requirement
		<p>(e) Participants are placed into suitable Activities that enable them to meet Mandatory Activity Requirements</p> <p>(f) Participant’s required hours of participation in Activities are recorded correctly, and within Deed and Guideline requirements.</p>
	4.3.2 The Provider has processes in place to ensure Participants fulfil their Mutual Obligation Requirements through the PBAS and Personnel effectively and appropriately undertake action under the Targeted Compliance Framework.	<p>The Provider has processes in place in relation to MORs that ensure its Personnel:</p> <p>(a) report non-attendance or non-compliance, as required</p> <p>(b) take appropriate action when a Participant fails to comply with their MORs.</p>

Table 30-E: QAF Principle 5 - Labour market, Employers and community

Principle 5: Labour market, Employers, and community		
Key Performance Measure	Practice Requirement	QAF Evidence Requirement
<p><b>5.1 The Provider identifies and incorporates local labour market knowledge into Services delivery.</b></p> <p>Included in Certification/ Recertification Audits and Surveillance Audit year 1</p>	5.1.1 The Provider has policies in place to incorporate labour market knowledge to assist Personnel to achieve Employment Outcomes.	<p>The Provider has policies and processes in place:</p> <p>(a) for keeping up-to-date with, assessing and implementing local labour market knowledge</p> <p>(b) that assists its Personnel to tailor Services to different cohort groups.</p>
	5.1.2 The Provider has policies and processes in place to provide tailored support to the cohorts	<p>The Provider has policies and processes in place that:</p> <p>(a) identify the different cohort groups it services</p>

Principle 5: Labour market, Employers, and community		
Key Performance Measure	Practice Requirement	QAF Evidence Requirement
	it services to assist these Participants into Employment.	(b) detail the specific procedures to support and assist these Participants into Employment.
<b>5.2 The Provider has a systematic approach to servicing the needs of Employers including evidence of ongoing relationships that deliver Employment Outcomes for Participants.</b>  Included in Certification/ Recertification Audits t and Surveillance Audit year 2	5.2.1 The Provider has policies in place for meeting the needs of Employers.	The Provider has:  (a) processes for engaging, developing, and maintaining relationships with Employers and employer groups (b) examples of engagement with Employers and Employer groups.
	5.2.2 The Provider has policies and processes in place for sourcing and matching Participants with vacancies.	The Provider has policies and processes in place that ensure its Personnel can:  (a) assess the needs of Employers and match these with Participants on the caseload (b) provide ongoing assistance to Employers for eligible Participants to improve Employment Outcomes.
<b>5.3 Effective relationships are developed and maintained with Host Organisations, other Workforce Australia Employment Services Providers, and providers of other initiatives and services.</b>  Included in Certification/ Recertification Audits and Surveillance Audit year 1	5.3.1 The Provider can demonstrate linkages with Host Organisations.	The Provider has:  (a) processes for promoting Services and programs to potential Host Organisations (b) examples of how Services have been promoted to potential Host Organisations.
	5.3.2 The Provider can demonstrate linkages between the Services delivered and appropriate referral to and from other agencies.	The Provider has:  (a) processes for establishing networks with other Employment Services Providers and providers of other initiatives and services



Principle 5: Labour market, Employers, and community		
Key Performance Measure	Practice Requirement	QAF Evidence Requirement
		(b) examples of where networks have been established with other Employment Services Providers and providers of other initiatives and services.

Table 30-F: QAF Principle 6 - Operational Effectiveness

Principle 6: Operational effectiveness		
Key Performance Measure	Practice Requirement	QAF Evidence Requirement
<p><b>6.1 The Provider's policies and processes support the delivery of Services that comply with the Deed and Guideline.</b></p> <p>Included in Certification/ Recertification Audits and Surveillance Audit year 2</p>	<p>6.1.1 Changes in the Deed and Guideline are promptly and accurately reflected in the Provider's systems, processes, and practices.</p>	<p>The Provider has policies and processes that outline:</p> <ul style="list-style-type: none"> <li>(a) how and when policies will be updated following changes to the Deed and/or the Guideline</li> <li>(b) how and when its Personnel will be advised of and receive training on changes to the Deed and/or the Guideline.</li> </ul>
<p><b>6.2 The Provider has arrangements in place to comply with the <i>Privacy Act 1988</i>, the applicable Work</b></p>	<p>6.2.1 The Provider has arrangements in place to advise Participants, Host Organisations and Employers of its privacy and confidentiality policies.</p>	<p>The Provider has policies and processes in place that ensure:</p> <ul style="list-style-type: none"> <li>(a) Its Personnel are aware of and follow privacy and confidentiality requirements in relation to Participants, Host Organisations and Employers</li> </ul>

Principle 6: Operational effectiveness		
Key Performance Measure	Practice Requirement	QAF Evidence Requirement
<p><b>Health and Safety Act(s) and other relevant legislation.</b></p> <p>Included in Certification/ Recertification Audits and Surveillance Audit year 1</p>		<ul style="list-style-type: none"> <li>(b) Participants are informed about how their personal information may be used</li> <li>(c) Employers and Host Organisations are informed of privacy requirements in relation to Participants</li> <li>(d) breaches of privacy or confidentiality are identified and addressed immediately, and procedures updated as a priority to prevent future breaches.</li> </ul>
	<p>6.2.2 The Provider has policies and processes in place that monitor and comply with any applicable Work Health and Safety requirements.</p>	<p>The Provider has policies and processes in place that ensure:</p> <ul style="list-style-type: none"> <li>(a) Provider Sites and Activities involving Participants have ongoing compliance with any applicable Work Health and Safety requirements</li> <li>(b) Risk Assessments for Activities and Participants are updated and uploaded prior to the commencement of an Activity</li> <li>(c) its Personnel are aware of their Work Health and Safety responsibilities and respond to Work Health and Safety issues, including reporting incidents and Notifiable Incidents</li> <li>(d) procedures are reviewed following a Work Health and Safety issue or incident and updated as required</li> <li>(e) procedures are updated quickly when there are changes to any applicable Work Health and Safety requirements</li> </ul>

Principle 6: Operational effectiveness		
Key Performance Measure	Practice Requirement	QAF Evidence Requirement
<p><b>6.3 Claiming processes used by the Provider are systematic and ensure claiming practices align with the Deed and Guideline</b></p> <p>Included in Certification/ Recertification Audits and Surveillance Audit year 2</p>	<p>6.3.1 The Provider ensures that reimbursement and claiming policies and processes in place align with the Deed and Guideline.</p>	<p>The Provider has processes in place that ensure:</p> <ul style="list-style-type: none"> <li>(a) reimbursement and claiming for Services align with the Deed and the Guideline</li> <li>(b) information on internal and external (where required) approval processes for expenditure, reimbursements and claims is outlined and included in process documents</li> <li>(c) instances of incorrect or improper reimbursement and claiming is addressed immediately, and updates to procedures made as a priority, where required.</li> </ul>

Table 30-G: QAF Principle 7 - Continual Improvement

Principle 7: Continual Improvement		
Key Performance Measure	Practice Requirement	QAF Evidence Requirement
<p><b>7.1 The Provider has in place a systematic approach to identify and implement continual improvement.</b></p> <p>Included in Certification/ Recertification Audits and Surveillance Audit year 1</p>	<p>7.1.1 The Provider has processes for the systematic monitoring and reporting of Site, Employment Region and Provider performance.</p>	<p>The Provider has processes in place that measure and review performance at a Site, Employment Region and Provider level.</p> <ul style="list-style-type: none"> <li>(a) The processes include specific monitoring of: <ul style="list-style-type: none"> <li>(i) Placement and Outcome data in relation to Aboriginal and Torres Strait Islander peoples</li> <li>(ii) placement strategies to ensure they continue to be effective in securing Employment Outcomes for Participants</li> </ul> </li> </ul>

Principle 7: Continual Improvement		
Key Performance Measure	Practice Requirement	QAF Evidence Requirement
		(b) The processes are monitored and reviewed, and lead to specific performance improvements.
	7.1.2 The Provider has a continual improvement register that is used to monitor continual improvement proposals and the activities that address them.	The Provider has a process in place for managing and updating a continual improvement register, including:  (a) Non-conformances identified in Quality Standards and/or Quality Principles audits.
<b>7.2 The Provider has strategies in place to measure the satisfaction of its Personnel, Participants, Employers and other organisations it works with to deliver Workforce Australia services and supports the raising of feedback and other complaints.</b>  Included in Certification/ Recertification Audits in Surveillance Audit year 2	7.2.1 The Provider has policies and processes for monitoring Participant satisfaction with the Services being delivered.	The Provider has policies and processes in place for the ongoing, regular, and proactive monitoring of Participant satisfaction with the Services delivered.
	7.2.2 The Provider’s policies and processes support the raising of complaints and feedback, with no fear of retribution, and facilitates complaints resolution.	The Provider has policies and processes in place:  (a) to support Participants, its Personnel, Employers and other organisations it works with to deliver Workforce Australia services to raise complaints and provide feedback  (b) that ensure its Personnel manage, address and, where possible, resolve complaints and feedback  (c) that ensure its Personnel escalate complaints they cannot resolve (where required).
	7.2.3 The Provider can demonstrate how feedback and complaints received from a variety of sources inform the implementation of continual improvement activities.	The Provider has processes in place:  (a) for collating Provider-wide information on feedback and complaints received from its Personnel, Participants, Employers, other organisations it works

Principle 7: Continual Improvement		
Key Performance Measure	Practice Requirement	QAF Evidence Requirement
		<p>with to deliver Workforce Australia services, auditors and the Department</p> <p>(b) to update procedures at a Site and Provider-wide level in consideration of the complaints and feedback received</p> <p>(c) to improve the quality of Service using observations and opportunities for improvement from the Quality Standards and/or Quality Principles audits.</p>

## Chapter 31. Licence Administration

### 31.1. Chapter Overview

The Workforce Australia Services licensing system aims to drive high quality service delivery and support employment outcomes for Participants and Employers and is underpinned by the Provider Performance Framework.

Each Workforce Australia Services Licence is part of a Head Licence, which is formed when the Department issues a Work Order to a Panel Member. The Department intends that each Licence will have an initial term of 3 years. This Chapter contains information about how the Department will administer Annual Licence Reviews and novations of Head Licences.

For the purposes of this Guideline, the Panel Member is referred to as 'the Provider' once it has been issued with a Head Licence. Being a Panel Member does not guarantee the issuance of a Head Licence.

### 31.2. Annual Licence Reviews

All Licences will be subject to an Annual Licence Review each year after the first year of operation. Annual Licence Reviews will determine whether the Provider's performance warrants a Licence extension. Each Licence will be reviewed independently on its own merits.

Under the Provider Performance Framework, each Licence will be given an Overall Performance Rating of either 'High', 'Moderate' or 'Low'. See the [Provider Performance Framework](#) Chapter for more information.

For Licences which started on 1 July 2022:

- the first Annual Licence Review will be based on the Overall Performance Rating for the period to September 2023.
  - Licence extensions of 12 months will only be granted to Licences which achieve a High Overall Performance Rating in this first Annual Licence Review.
  - There will be no impact on the Licence period for Licences with an Overall Performance Rating of 'Moderate' or 'Low' in this first Annual Licence Review, unless otherwise specified by the Department.
- Commencing from 2024, the Annual Licence Review will be based on the Overall Performance Rating for the period to June each year. Information about Licence extensions following these Annual Licence Reviews is below.

When a new Licence is issued after 1 July 2022, the Provider will be advised of the timing of the first Annual Licence Review for that Licence.

#### 31.2.1. Annual Licence Review Outcomes and Licence Extensions from 2024

Following an Annual Licence Review, Licences will be extended in accordance with [Table 31-A](#), unless otherwise specified by the Department.

When the Annual Licence Review is conducted, Providers that achieve a ‘High’ or ‘Moderate’ Overall Performance Rating for any given Licence may have that Licence extended, depending on the amount of time remaining on the Licence. For example, a Provider with 2 years remaining on their Licence that achieves a High Overall Performance Rating will have their Licence End Date extended by 12 months. Licences will not be extended to have more than 3 years remaining at any one time.

**Table 31-A: Annual Licence Review Outcome Matrix**

Years Remaining	Provider Performance Rating		
Licence Period remaining at time of Annual Licence Review	High	Moderate	Low
<b>2 years remaining*</b>	The Provider will receive a 12 month Licence extension.	The Provider will not receive a Licence extension.	The Provider will not receive a Licence extension.
<b>1 year remaining</b>	The Provider will receive a 24 month Licence extension.	The Provider will receive a 12 month Licence extension.	The Provider is in scope to exit from the Employment Region the Licence has been issued for.

\*Note: For the first Annual Licence Review in 2023, Licence holders will have up to 21 months remaining on their Licence period.

If a Provider’s Licence is extended, the Department will amend the relevant Licence End Date in Schedule 1 to the Provider’s Head Licence and may also extend the Head Licence Term.

(Deed Reference(s): Clause 12.1, 77 and 93)

### **31.2.2. Providers in Scope to be exited**

Providers with one year remaining on their Licence term who fail to achieve a High or Moderate Overall Performance Rating for the period to end of June, will be advised the relevant Licence is in scope to exit the Employment Region on the Licence End Date. These Providers will be advised which areas of the Provider Performance Framework resulted in the Low Overall Performance Rating and will have the opportunity to improve their performance.

Where the Provider considers they have experienced circumstances which have adversely affected performance and were outside the Provider’s control they will have the opportunity to advise the Department. The Department will not seek this information from Providers.

In making the claim that extenuating circumstances should be considered, Providers must:

- provide a statement to the Department describing the circumstance, including evidence to validate the direct link to the Provider’s performance, and
- demonstrate actions taken to rectify, as well as prevent, reoccurrence of the circumstances.

The Department will review the Overall Performance Rating for the period to the end of December of the same year to determine whether the Provider has demonstrated satisfactory performance improvement for a particular Licence. Where the Department determines satisfactory performance improvement has been demonstrated, the Department may, at its absolute discretion, take action to extend the relevant Licence. In granting the Licence extension, the Department may also vary the Licence by, among other things, adjusting the Licence business share and/or applying Special Conditions in clause 2 of the Head Licence. See Clause 96 of the Deed for further detail.

Providers unable to demonstrate sufficient improvement to the Department's satisfaction will not have the relevant Licence extended and it will expire at the Licence End Date unless otherwise Notified by the Department. The Department may end the Licence prior to the Licence End Date in accordance with clause 96 of the Deed. Under clause 96 of the Deed, the Department may also take action in relation to the Provider's performance at any time when the Provider's performance of any of its obligations under the Deed are, in the Department's opinion, less than satisfactory.

Decisions made by the Department in relation to Licences are final and cannot be appealed.

Providers must continue to deliver Workforce Australia Services in accordance with their Head Licence and Guidelines until their Licence End Date. Providers must also work with the Department and other Providers to ensure continuity of services with a seamless transfer of Participants to the receiving Providers when their Licence ends. The Department may impose Special Conditions in Clause 2 of the Head Licence.

Providers will remain on the Employment Region Sub-panel, at the Department's discretion, following the lapsing of a Licence due to poor performance.

(Deed Reference(s): Clause 6, 12.1, 26, 77, 93.3, 96)

### **31.2.3. Business Share Reallocation and the role of the Panel**

When a Licence is not renewed, the business share will be reallocated. The Department will typically draw from the existing Sub-panel and may at its discretion split the business and redistribute it to exiting Providers or bring new Providers into the market. If there are no suitable organisations on the relevant Sub-panel, the Department may approach the Panel, or conduct a Sub-panel refresh.

The Panel may also be used to source suitable Providers to address other gaps in services or unmet demand in affected Employment Regions. Unmet demand may emerge from changing labour market conditions or Employment Region cohort caseloads.

(Deed Reference(s): Clauses 8, 9, 10, 24)

### **31.3. Novations**

Deeds and Head Licences are not transferrable (i.e. cannot be novated) when organisations sell their business/es without the Department's agreement (in the form of a deed of novation).

Providers must not enter into any arrangement that might require the transfer (i.e. novation) of business under their Deed or Head Licence to another organisation, irrespective of whether that organisation is a Provider that is contracted to deliver Workforce Australia Services, or a Provider under any other deed the Department manages, without prior written approval from the



Department. The Department's approval is not guaranteed, and any timeframes requested by a Provider on the effective date of any legal instrument cannot be guaranteed.

The rights and obligations under the Deed and any Head Licence remain with the Provider until otherwise approved by the Department and the relevant legal instrument (i.e. a deed of novation) takes effect.

Where the Department considers that a Provider has failed to comply with its obligations regarding assignment and/or novation, the Department may potentially exercise its rights under clause 67 to terminate or reduce the scope of the Deed or the Provider's Head Licence, which would include ending all relevant Licences.

(Deed Reference(s): Clause 60, 67)

## Chapter 32. Capacity Building Fund

### Supporting Documents for this Chapter:

- [Acquittal Summary Form](#)

### 32.1. Chapter Overview

A Capacity Building Fund (the Fund) of \$5 million, over 4 years until 30 June 2025, has been established to support greater diversity in the Provider market and assist small entrants to prepare for and establish themselves under Workforce Australia Services.

The Fund provides financial assistance to eligible Providers to help cover some of the costs associated with attaining the required quality assurance standards these being ISO 9001 or National Standards for Disability (NSDS) and/or the Department's Right Fit for Risk (RFFR) IT security accreditation.

The Fund is only accessible to Providers who meet the eligibility criteria and are issued a Head Licence to deliver Workforce Australia Services (regardless of other services they deliver).

This section sets out who is eligible for the Fund, guidance around the kinds of costs can be reimbursed under the Fund and how claims for reimbursement can be lodged.

### 32.2. Provider Eligibility

For a Provider to be eligible for the Fund, all 3 of the following criteria must be met:

- the Provider has been issued a Head Licence, and
- is a Small Business Entity, and
- does not currently have or has not previously been required to have, under any agreement with the Commonwealth Government for the delivery of employment services,
  - ISO 9001 or NSDS certification, and/or
  - the Department's RFFR accreditation for information security.

(Deed Reference(s): Clauses 98.2, 98.3)

#### 32.2.1. Small Business Entity (SBE)

At the time a Head Licence is issued, the Provider must be a Small Business Entity (SBE) as defined by the Australian Taxation Office. That is, the Provider's aggregated turnover (being all ordinary income that the Provider earned in the ordinary course of running a business, plus the annual turnover of any entities connected with the Provider or that are the Provider's affiliates) was less than \$10 million for the most recent Financial Year ending prior to the Head Licence Start Date.

Eligibility as an SBE will be based on the Provider's most recent financial statements at the time a Head Licence is issued. For example, if the Provider receives a Head Licence as part of the initial tender, the Provider must supply evidence in the form of financial statements for 30 June 2021 or 31 December 2021 (depending on financial year cycle).

If the Provider's business status changes after the Head Licence is issued, the Provider will continue to be eligible for the Fund.

## Group Respondent

Where the Provider is a Group Respondent, the financial statement of each individual member (for the relevant financial year) will be assessed in aggregate to determine if the Group Respondent as a whole, is an SBE.

## Panel Members

A Panel Member offered a Head Licence will need to confirm they are still an SBE in order to be eligible for the Fund. This check will be completed as part of the licensing process through the form of providing the latest financial statements relevant at the time the Head Licence is issued. If a Panel Member's business status changes from being an SBE before a Head Licence is issued, they will not be eligible for the Fund.

Panel Members can attain the required certification/accreditation while on the Panel, however, claims for reimbursement cannot be made unless a Head Licence is issued, and all the eligibility requirements as outlined under the 'Provider Eligibility' section are met.

(Deed Reference(s): Clauses 98.2)

### 32.2.2. Certification/Accreditation requirements

In addition to meeting the SBE requirement, to be eligible for the Fund, a Provider (including through any Related Entity) must not currently have or been required to have under any agreement with the Commonwealth Government for the delivery of employment services,

- ISO 9001 or the NSDS certification for Quality, and/or
- the Department's RFFR accreditation for information security.

For Group Respondents if any of the members within the Group have or are required to have the ISO 9001 or NSDS certification and RFFR accreditation, the Group as a whole will not be eligible to access the Fund.

Where the Provider (including any member of a Group Respondent) has:

- obtained some but not all the required certification/accreditation; and
- has not been required to have this certification/accreditation under any agreement with the Commonwealth Government for the delivery of employment services,

the Provider is eligible for the Fund.

**Example:** If the Provider has obtained the RFFR accreditation under a previous employment services agreement, however has not obtained (and has not been required to have) ISO 9001 or NSDS, the Provider is eligible to access the Fund to help with attaining the outstanding certification.

(Deed Reference(s): Clauses 98.3, 98.4)

### 32.2.3. Obtaining Certification/Accreditation

#### ISO 9001 or NSDS Certification for Quality

Providers are required to meet the Department's Quality Assurance Framework (QAF) certification requirements as outlined in the [Quality Assurance Framework Chapter](#).

The Fund is only for reimbursements related to Providers obtaining the ISO 9001 or the NSDS certification for the purposes of delivering Workforce Australia Services and is not for reimbursements associated with meeting the Quality Principles component of the QAF. A Provider is considered certified against the ISO 9001 or the NSDS when the Provider has received their certification from a third party auditor approved by the Department. Once this certification is attained, a claim for reimbursement can be made.

Where a Provider ceases to deliver Disability Employment Services while delivering services under a Head Licence and transitions to achieving ISO 9001 certification, the Provider can claim for those expenses if the Provider has not already exceeded the \$300,000 cap and all other eligibility criteria is met. Note, Providers cannot seek reimbursement for expenses that have already been claimed and paid by another Commonwealth Agency.

#### Right Fit for Risk Accreditation

Providers are required to meet the Department's External Systems Accreditation Framework (ESAF) to ensure confidential data stored outside of the Department's IT Systems, i.e. in a Provider's IT system, is secure.

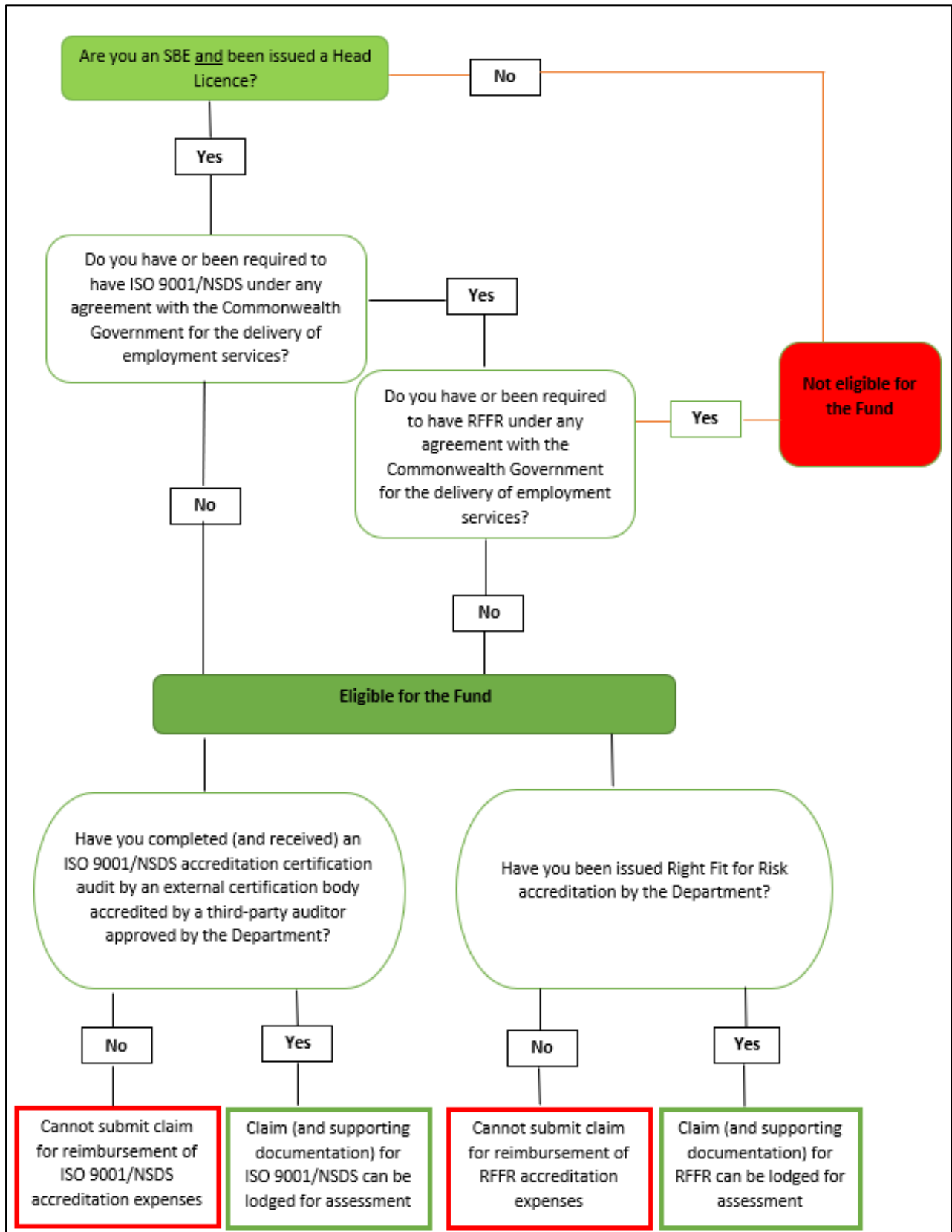
Under ESAF, Providers are required to undertake a Right Fit for Risk (RFFR) Accreditation process that provides a tailored assurance approach to inform the Department's accreditation decision.

The Fund is only for reimbursements related to Providers obtaining the full RFFR Accreditation component. To obtain the full accreditation, the Department requires Providers to complete a set of milestones within a prescribed period that demonstrates the Provider's IT systems meets the RFFR requirements. The accreditation and milestone process for each Provider will depend on their size and risk profile to the department. Refer to the [Part A Guideline: External Systems Assurance Framework Chapter](#).

Providers are encouraged to contact the Department's Digital Information Assurance Section through the [SecurityComplianceSupport@dese.gov.au](mailto:SecurityComplianceSupport@dese.gov.au) mailbox for additional support and guidance towards meeting the RFFR accreditation requirements.

### 32.2.4. Eligibility Check

Figure 32-A: Capacity Building Fund Eligibility Check Flowchart



### 32.3. Eligible Reimbursement Expenses

Reimbursements are capped at \$300,000 per Head Licence for the life of the Head Licence. All expenses submitted for reimbursement must be **GST inclusive**. The \$300,000 cap includes the value of GST paid by the Provider in purchasing the service and/or products.

For Group Respondents, reimbursements can be claimed for any of the Group members that form the Head Licence, however the \$300,000 cap applies collectively at the Head Licence level.

The Department will not fully prescribe reimbursement types, however, claims for reimbursement must be for costs **directly** associated with obtaining the required certification/accreditation for the purpose of delivering Workforce Australia Services.

Reimbursement examples include:

- Obtaining professional advice and support (from relevant consultants, auditors, etc.) to undertake services such as:
  - a gap analysis to identify areas in the organisation's current structure that require adjustments for obtaining certification/accreditation,
  - creating documents needed for certification/accreditation,
  - designing and implementing the system to meet information security requirements,
  - training and working with employees to implement the new system.
- Procuring services of an independent certifying body to externally audit a system (quality or cybersecurity) against all specific requirements needed for certification/accreditation.
- Software upgrades, new hardware, other IT infrastructure to comply with information security requirements, such as Australian cloud storage and Essential Eight Maturity Level One.
- Hiring of additional staff to specifically obtain certification/accreditation.

In addition, reimbursements are only payable for expenses that are incurred by the Provider on or after the date the Deed has been executed by the Parties (the Provider and Department). For example, if a Provider has commenced obtaining quality certification before the Deed has been executed only those expenses incurred on or after the date the Deed was executed are payable.

(Deed Reference(s): Clauses 98.5)

### 32.4. Ineligible Reimbursement Expenses

The following expenses are not eligible for reimbursement through the Fund:

- Expenses that go towards the maintenance of certification/accreditation; the Fund is for initial certification/accreditation only. For example:
  - staff wages after the certification/accreditations have been achieved, and
  - auditor/consultant services for renewing certification/accreditation requirements.
- Paying for mentoring from another employment services provider or industry body.
- New or upgraded software, hardware or other IT infrastructure that is not required for the purpose of supporting the requirements of information security.
- Certification/accreditation costs directly associated with a Related Entity.

The Department may also exclude any other expenses for which a Provider may seek reimbursement if not considered appropriate spending under the Fund.

(Deed Reference(s): Clauses 98.6)

## 32.5. Lodging Claim for Reimbursement

Eligible Providers are required to lodge a claim for reimbursement within 30 calendar days of obtaining the RFFR accreditation and/or ISO 9001 or National Standards for Disability quality assurance certification.

When lodging a claim for reimbursement, the Provider must upload:

- supporting documentation for the expenses being claimed, and
- the completed [Acquittal Summary Form](#) clearly linking the supporting evidence to the certification/accreditation expense (GST inclusive) for reimbursement.
- For ISO 9001/NSDS related reimbursements claims only, evidence that full certification has been attained.


Note: as the Department is the certifying body for attaining the RFFR accreditation, evidence of achieving this does not need to be uploaded for reimbursements related to RFFR.


A Provider can only submit up to 2 claims, one for each certification/accreditation type being claimed (ISO 9001/NSDS and RFFR). Providers must ensure all amounts for reimbursement are submitted for each claim type as Providers can only lodge one claim per accreditation/certification. Where a Provider is only eligible for reimbursement of one accreditation type, only that claim type can be submitted, however, the full cap of up to \$300,000 (GST inclusive) can still be claimed for reimbursement.

**Figure 32-B: Process for lodging a claim for Reimbursement**



Claims must be submitted through the Department's IT Systems and the necessary Documentary Evidence to support the claim must be uploaded.

 Providers must upload and retain sufficient Documentary Evidence as outlined in this Guideline. See the section on Documentary Evidence Requirements for further information.

 Providers must lodge claims for Reimbursement within 30 days of obtaining the required certification/accreditation. There are 2 claim types to select as follows:

- Capacity Building Fund - ISO 9001/NSDS Certification
- Capacity Building Fund - RFFR Accreditation.

## 32.6. Documentary Evidence

Examples of supporting evidence for reimbursement claims can include:

- Valid tax invoice that distinguishes between individual item costs:

- if required, the Provider can issue a recipient created tax invoice (RCTI) as long as the supplier is registered for GST. The RCTI must contain all of the information required of a tax invoice.
- Evidence of payment from the Provider to a third party supplier which may include:
  - a record of transaction (bank statement or a record of transaction from the organisation's financial system);
  - a Tax Invoice with the receipt from the supplier;
  - a remittance advice; or
  - other valid proof of payment.
  - timesheets for staff wages that relate to attaining certification/accreditation.

### **32.7. Assessment of Reimbursement**

Once a claim for reimbursement has been lodged in the Department's IT Systems, the Department will assess the evidence provided and approve as relevant. When assessing the claim/s the Department will consider the following:

- does the Provider meet the eligibility criteria to access the Fund,
- are the expenses directly associated with attaining the accreditation/certification being claimed,
- do the expenses fall within any of the ineligible reimbursement categories,
- has the Provider already claimed for reimbursement against the certification/accreditation for which they are making a claim against, and
- are funds available from the \$300,000 cap.

Where the total expenses claimed exceed the \$300,000 cap (including GST), the Department will only reimburse expenses up to the value of the cap.

Where the Department requires further information to assess the claim, it will be sought from the nominated contact person on the acquittal summary via the Provider's Provider Lead. The Provider Lead will work with the contact person to resolve any issues that may arise throughout the claim assessment and reimbursement process. The Provider will be informed of the claim reimbursement result through either approving the claim in the Department's IT Systems or communication from the Provider Lead where a claim is not valid or is only partially valid.

The Department will assess the claim lodged in Department's IT Systems. Where Documentary Evidence is not sufficient to assess the claim in full, the assessment process and therefore payment may be delayed while the issues are resolved.

(Deed Reference(s): Clauses 98.7)





Workforce  
Australia

# Workforce Australia

## Information for providers

Workforce Australia is helping Australians find and keep a job, change jobs or create their own job. It connects businesses with potential employees and includes a network of providers to deliver individualised case management.

Workforce Australia delivers employment services based on individual needs – Workforce Australia Online for job-ready individuals who can manage their own employment pathways, with individuals that need, or would like, additional support connected to providers delivering individualised case management.

## Workforce Australia Employment Services Provider

High-quality provider servicing is crucial to the success of Workforce Australia Services. Licensed Employment Services Providers are delivering services to individuals who are long-term unemployed or at risk of becoming so.

Providers will guide individuals to manage their participation in Workforce Australia Services, including helping them to understand how to use the Points Based Activation System (PBAS), and supporting them to meet their mutual obligation requirements.

Providers support individuals into work through:

- career guidance, mentoring and vocational training
- work experience, job placements, work-related licensing, relocation assistance and post-placement support
- support to access the online platform to manage mutual obligations and look for jobs
- career transition assistance for those 45 and over to help improve digital literacy and build confidence and skills
- training to explore career options, build job search and workplace skills
- services to help young people aged 15 to 24 into work or education
- support to start and run a small business.

Providers are focusing their time and efforts on individuals who need more help, with the aim of reducing long-term unemployment.

Providers need to demonstrate they can effectively support individuals with more complex needs into employment through quality relationships with local businesses and strong links with local community services.

## Provider payment structure

Employment outcomes are a core objective of Workforce Australia.

Providers are delivering personalised and intensive services through a payment structure which recognises caseloads are smaller and includes more disadvantaged individuals.



The supporting payments include:

- up-front payments to provide early support.
- progress payments to recognise the investments made to get individuals job-ready, including efforts to reduce or remove non-vocational barriers.
- a partial 26-week outcome payment to recognise the more disadvantaged caseload and support job placements in industries such as the aged care sector, which has a high rate of part-time work.
- a Very Long-Term Unemployment (VLTU) Bonus to be automatically paid alongside any 12-week or 26-week outcomes when the individual has been unemployed for more than 2 years.

The provider payment structure has been tested in the New Employment Services Trial. Based on learnings, stakeholder consultation and independent financial viability analysis, some adjustments have been made to the payment model to support the delivery of intensive case management through lower provider caseload ratios.

The payment structure achieves a balance in incentives to support the longer term and sustained investment required to achieve outcomes for hard to place individuals.

## Employment Fund

Workforce Australia Employment Services Providers have access to an Employment Fund that they can use to support individuals to prepare for work, based on their needs. Relocation Assistance that supports individuals who need to move to take up a new job will be immediately available for all individuals through the Employment Fund.

## Wage subsidies

Workforce Australia Employment Services Providers can administer wage subsidies of up to a maximum of \$10,000 to support individuals into secure, ongoing employment. The Workforce Australia Services Wage Subsidy includes additional flexibility to allow providers to meet business and individual needs through negotiating the specific wage subsidy arrangements, including the length of the wage subsidy agreement, the average hours worked per week and the total amount of the wage subsidy. The Youth Bonus Wage Subsidy will continue to be available for businesses employing eligible individuals aged 15-24 years.

For more information on provider payments, Employment Fund and wage subsidies, see the [Workforce Australia Employment Services Provider - Payments](#).

## The licensing system

The licensing system will drive quality outcomes, simplify providers' entry and exit to the market, and cut red tape across the procurement process.

A national panel of providers for the delivery of Workforce Australia Services has been established to deliver employment services to individuals who need additional support across all employment regions. Specialist providers will support individuals from diverse cohorts.

New providers will get support through the establishment of a \$5 million capacity-building fund. The fund assists eligible providers to achieve certification and requirements for cybersecurity, quality and governance.

## Rewarding high quality services

Licences will be issued for an initial 3 years, with high performing providers receiving early and regular licence extensions, while poor performers may not have their licences renewed. If a new licence is later added to a region, or an existing provider exits, a new provider will be chosen from the panel.

The Workforce Australia Employment Services Provider Performance Framework assesses performance holistically, requiring providers to demonstrate performance against all of the following performance criteria in order to continue to operate:

- Success at moving participants into sustained employment
- Success at progressing participants towards employment
- Success at delivering high quality services to both participants and employers
- Compliance with Deed requirements

The new framework includes an explicit focus on quality of service. It does this using a range of qualitative and quantitative assessments including measures based on a wide scale survey of participants ensuring that the provider performance rating is directly impacted by participant views.

## Complementary Programs

Eligible individuals also have access to a range of complementary programs including:

- Employability Skills Training helps individuals of all ages to explore career options, build employability skills, and improve digital skills and job search skills
- Career Transition Assistance helps mature age individuals aged 45 years and over, improve their digital literacy, and build their confidence and skills to become more competitive in their local labour market
- Self-Employment Assistance helps individuals who want help to start or run a small business
- Transition to Work helps young people aged 15-24 years into work (including apprenticeships and traineeships) or education (see the Transition to Work factsheet)
- The Entrepreneurship Facilitator Program promotes self-employment through networking events and workshops and have strong links to the local small business ecosystem.

## More information

Visit [Workforce Australia](#) for more information.



# Workforce Australia Services

## Workforce Australia Employment Services Provider Payments

Workforce Australia Employment Services Providers will receive Employment Outcome Payments when participants achieve 4, 12 and 26-week Employment Outcomes. A Very Long Term Unemployment (VLTU) Bonus is payable in addition to some Employment Outcomes for the most disadvantaged participants. Upfront Payments are available to support early intervention, as well as Progress Payments that recognise the investments made to support participants becoming job-ready. This includes efforts to reduce or remove vocational or non-vocational barriers.

### Upfront Payments and Progress Payments

Engagement Payment	Transition/Transfer Payment	Progress Payment
\$1,200	\$600	\$750
Paid when a new participant commences in Workforce Australia Services, including participants transitioning from online services	Paid when an existing jobactive or New Employment Services Trial provider serviced participant transitions to Workforce Australia Services before 1 July 2023 or transfers to a different provider	Claimable once within every 24-month period during the participant's Period of Service.

Employment Outcome Payment Type	Employment Outcome	JSCI (moderate)	JSCI (high)
Partial	4 Week	\$240	\$400
	12 Week	\$400	\$1,000
	26 Week	\$800	\$1,650
Full	4 Week	\$500	\$1,000
	12 Week	\$1,000	\$3,000
	26 Week	\$2,000	\$5,000



VTLU Bonus	Bonus Type	Fee
Payable when a participant with more than 24 months Period of Unemployment at the time of Job Placement achieves an Employment Outcome.	12 week Partial Employment Outcome	\$1,000
	26 week Partial Employment Outcome	\$2,000
	12 week Full Employment Outcome	\$2,000
	26 week Full Employment Outcome	\$4,000

Employment Fund and Wage subsidies Workforce Australia Services participants attract a \$1,600 Employment Fund credit on commencement which is pooled so providers can use the credits in a tailored and flexible way to provide support to eligible participants on their caseload. Providers are also able to offer wage subsidies of up to a maximum of \$10,000 through the Employment Fund to employers who recruit participants.

The demand driven Youth Bonus wage subsidy of \$10,000 is available to support disadvantaged participants aged 15-24 who are serviced by a provider in Workforce Australia Services, ParentsNext and Participants aged 15-26 with mutual obligation requirements in Transition to Work. This is through a separate funding pool.