

# Community Development Programme

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Document 9.23



## CDP GUIDELINES

## CONTRACTING WITH PM&C

# Contracting with PM&C

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# Contracting with PM&C

## Introduction

Good contract administration is critical to the successful delivery of your contract with PM&C. It promotes good governance by maintaining appropriate and up to date records, and involves the fair, transparent and consistent application of the terms and conditions of the CDP Funding Agreement.

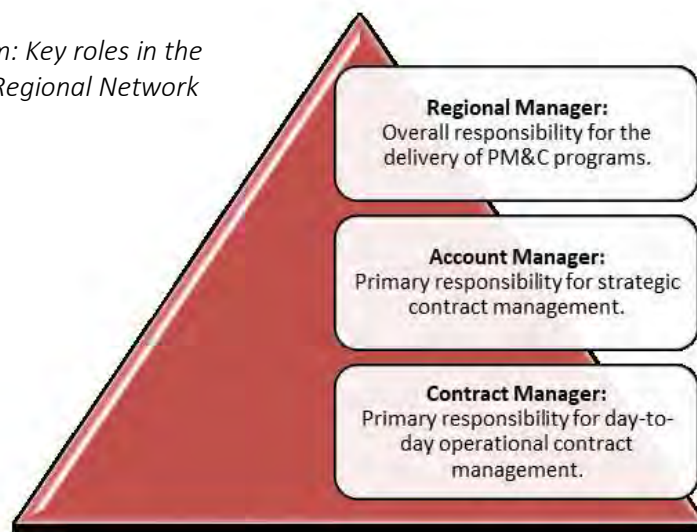
This chapter outlines key aspects of contract administration and governance including how to initiate and process variations to the Funding Agreement and your key relationships with PM&C.

Once you have signed the Funding Agreement, the Account and Contract Managers within the PM&C Regional Network are your primary points of contact for contract performance monitoring and administration, as well as CDP service delivery.

## Role of PM&C Account and Contract Managers

PM&C has a Regional Network to provide contract management support at the local level. The size and structure of Network offices may vary, but essentially they have three key roles related to the management of the Funding Agreement:

*Diagram: Key roles in the PM&C Regional Network*



Your main contacts with PM&C are your Account and Contract Managers.

If your organisation operates in multiple regions, the Account and Contract Manager will contact your head office for contract management.

### *Account Managers*

Your Account Manager will work with you on various aspects of the Funding Agreement such as:

- ensuring that the governance of the Funding Agreement is flexible, responsive and tailored to your circumstances and connects to the local community;
- performance management, risk assessment and risk mitigation;
- ensuring fair, transparent and consistent application of, and compliance with, the terms and conditions of the Funding Agreement;

## Contracting with PM&C

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### Role of PM&C Account and Contract Managers

- variations to service delivery arrangements;
- being a conduit to the PM&C Network and/or National Office.

#### *Contract Managers*

Your Contract Manager is your single point of operational contact. They can help you with day-to-day operations of the CDP at the local level, such as:

- applying a balanced approach to the management of the Funding Agreement to ensure that you can work flexibly and innovatively with remote jobseekers, communities, employers and other stakeholders;
- monitoring payment compliance;
- maintaining the currency of contractual details and documents;
- maintaining appropriate agreement management records;
- applying the terms and conditions of the Funding Agreement in a fair, consistent and transparent way, in accordance with directions from the Account Manager.

PM&C's National Office also has an overarching role in overseeing the good governance, and administration, of the Funding Agreement and related Guidelines. National Office will be involved in issues management including tracking and monitoring against the performance framework. Refer to the Provider Performance chapter for additional details on managing performance.

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### Assignment, novation and sub-contracting

#### *Assignment and novation*

If a different legal entity with its own ABN is taking over your entire rights and obligations under the Funding Agreement, a novation, assignment or other change to the contract will be required.

If the other party is taking over both rights and obligations a novation will usually be required. If the other party is taking over contractual rights but not obligations an assignment will usually be required.

Examples where a novation or assignment may be required are:

- you want to transfer to a third party your rights and obligations under the Funding Agreement;
- if you as the head contractor withdraws and PM&C deals directly with either someone else in the Application Group or a sub-contractor;
- the Funding Agreement is performed by a different entity in the same company group;
- you sell the business to another company.



#### **Compliance Reminder**

You must obtain PM&C's approval prior to entering any agreement or arrangements to either assign any of your rights under this Agreement or to novate the Funding Agreement. You should contact your Account Manager in the first instance.

## Contracting with PM&C

### Assignment, novation and sub-contracting

#### *Things you should consider before undertaking a novation or assignment*

A novation means that an entirely new entity is taking over, therefore the IT System will create new site codes. New User IDs and tokens will be required which will require completion of application forms in a security pack.

Financial and credentials information forms will need to be processed for financial viability checks (refer below for additional information on this process).

To assist the transition, the majority of the caseload information can be transferred across to the new entity – this is known as a bulk-jobseeker transfer. However, there is data that cannot be migrated such as future appointments and timeslots, job and vacancy placements, events and incident reports.

All activity referrals will also be closed by the system, except for Skills for Education and Employment activity referrals, or education activity referrals that are linked to an outcome. Affected job seekers must be re-placed into an activity of the same type/sub-type within 14 days of transfer; otherwise their fortnightly Centrelink payments may be interrupted.

*Diagram: Novation process i.e. A new organisation taking over in a CDP region*



#### *Sub-contracting*

You may wish to subcontract the performance of certain obligations under the Funding Agreement.

This is permitted, provided you engage the subcontractor in accordance with the below points:

- Subcontractors are only permitted with prior, written approval from PM&C.
- The subcontractor contracts must bind the subcontractors to, with respect to PM&C, the Funding Agreement and relevant workplace health and safety provisions.
- Subcontractors may be engaged to perform any of the provider's obligations under the Funding Agreement, although hosts can only offer activities in accordance with these Guidelines.
- Where a subcontractor is delivering a substantial part of CDP services for your organisation (i.e. delivering most of the CDP services for an entire community within the region), the subcontractor needs to be approved by PM&C in writing via your CDP Account Manager and listed in the Activity Schedule of your Funding Agreement.

You may consider a subcontracting arrangement in situations where you lack a presence in a remote community within your CDP region. You may engage a subcontractor to

## Contracting with PM&C

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### Assignment, novation and sub-contracting

deliver the full suite of CDP services in that community, including: delivering activities, recording attendance, undertaking compliance actions, placing job seekers into employment, and entering into hosting arrangements with local businesses.

Where a subcontractor is hosting a work-like activity or is a local employer providing work experience, they do not need to be included in the Activity Schedule of the provider's Funding Agreement. However, an Activity Host Agreement must be in place between the provider and the subcontractor. For additional details, refer clauses 13, 17, 30 and 31 of your Funding Agreement.

#### *The difference between work experience and subcontracting*

Under a subcontracted arrangement, the subcontractor would generally be responsible for a broad range of services such as the delivery of remote employment services that involve undertaking compliance actions, recording attendance in the system, finding employment and delivering activities.

The subcontractor, once listed as a known subcontractor in the Funding Agreement, is bound by the same obligation to fulfil the terms of the Funding Agreement as your organisation is.

By contrast, a work experience placement involves the host organisation taking job seekers into their own workplace. Similarly, an organisation in your community may deliver a group work-like activity on your behalf, and this would be a hosted activity. In both of these cases, the host organisation is only bound by the obligations as set out in the CDP Activity Host Agreement.

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### CDP/RJCP Funding Agreement and Variations

#### *How to vary your Funding Agreement*

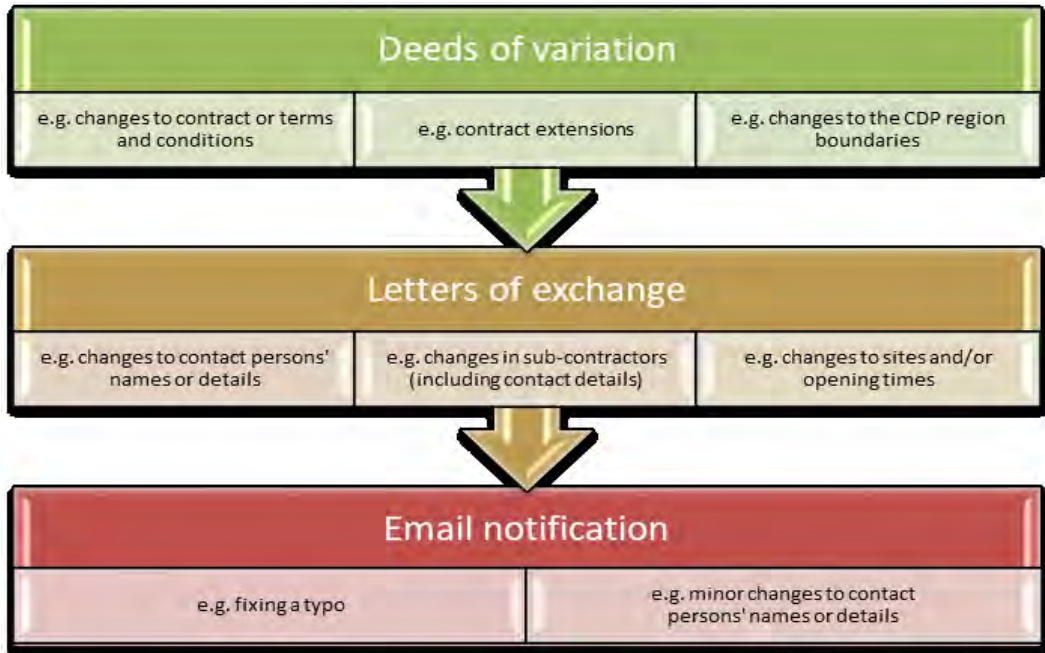
Over the life of the Funding Agreement, variations to the terms and conditions may be required for a variety of reasons. The Funding Agreement outlines the process for variations at clause 53 of the General Terms and Conditions. PM&C has two approaches to varying the Funding Agreement with minor, low risk changes acknowledged through email notification.

- a) Deeds of Variation are typically used for significant changes and the document is usually longer and more complicated. It requires witnessed signatures; and
- b) Letters of Exchange tends to be used for less complex changes and does not require signatures to be witnessed.

# Contracting with PM&C

## CDP/RJCP Funding Agreement and Variations

Diagram: Different kinds of contract variations



Should you wish to initiate a variation please submit a request to your Account Manager.

### Varying your Agreement

A variation to the Funding Agreement may be required if an organisation changes any of its details.

Please advise your Account Manager should this occur to ensure appropriate action is taken.

A change in governance arrangements (e.g. a change of CEO) may result in the requirement for credentials checks (refer to the section below on Financial Viability for additional details).

### Financial viability and credentials checks

The Financial Viability and Credential checks are a part of PM&C's risk management framework. If you are a new provider, a Funding Agreement should not be executed until these checks have been completed. In some circumstances, these checks may also be required of existing providers prior to a novation or variation.

Under the Funding Agreement, you are required to assist PM&C determine the financial viability of your organisation.

PM&C currently has an arrangement with the Department of Employment, for the provision of Financial Viability services to support the CDP.



## Contracting with PM&C

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### Financial viability and credentials checks

The Financial Viability services provided include:

- annual financial monitoring assessments of existing CDP providers;
- processing financial viability assessments and credentials checks of new CDP providers;
- ad hoc assessments as required;
- processing credential checks for new CDP sub-contractors and for existing providers where governance arrangements have changed; and
- providing financial, credential, governance and other related advice as required.

### *Annual Financial Monitoring Assessments and Financial Statements*

You are required to provide financial, performance and other reports under the Funding Agreement. Additional monitoring assessments may need to be undertaken if you have six monthly reporting requirements in your Funding Agreement. You must also forward your audited financial statements to your Account Manager (or advise them of the downloadable website location for the reports).

For detailed information, please refer to section 26 of the Funding Agreement “Reports”.

Your Account Manager will forward this information to the Financial Viability Team.

The Account Manager will receive an email with the Assessment Report from the Financial Viability Team with the date of the financial statements, risk rating, comments and recommendations which is used for internal purposes only. The Financial Viability is just one factor that contributes to the overall risk rating allocated to you as a CDP provider.

### *Financial Viability Assessments and Credentials Checks*

The viability assessment is typically undertaken prior to contracting however if there is a change in your circumstances additional checks may be required.

The financial viability process consists of two parts:

- **Credentials check:** The credentials check is a verification process which will confirm your contracting name and Australian Business Number (ABN), legal status, business background and relevant persons. If there are changes in your governance arrangements such as change of CEO or Directors, new credential checks will be required.
- **Financial Viability Check:** A Financial Viability Assessment will assess, among other things, your current financial position. An assessment will be made on your financial capacity to undertake the proposed contractual arrangements, and whether there are any risks that could impact on the on-going continuity of your organisation.

If you are a new provider, you will be asked to provide the last three years of financial statements as part of the Financial Viability and credentials check process.

If you are an existing provider the Financial Viability team will check to see if you have submitted your most recent financial statements, and whether relevant persons have changed in your organisation.

## Contracting with PM&C

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### Financial viability and credentials checks

#### *Forms*

The forms for requesting checks are as follows and will need to be submitted to your Account Manager once completed:

- Financial and Credentials Information Form (refer to the Financial and Credentials Information Form on the Provider Portal).
- Credentials Information Form – to be used if the Financial Viability Team already have current financial data and only credential checks are required (refer to the Credentials Information Form on the Provider Portal).
- Subcontractor Credentials Information Form if required (refer to the Subcontractor Credentials Information Form on the Provider Portal). If you are engaging a new subcontractor to help deliver CDP services, a credential information check is required. The Subcontractor Credentials Information Form must be completed.

#### *Financial Viability Results*

The Financial Viability results form part of the overall risk assessment of an organisation. It is the Department of Employment's requirement that the financial viability reports are not disclosed outside of PM&C and the Financial Viability Team. The Financial Viability Team retains (in confidence) sole ownership of the CDP provider financial reports and provider viability assessments.

The Financial Viability Team will not have any direct contact with you; assessments are generally completed within 15 business days.

Your Account Manager is the central contact point between you and the Financial Viability Team.

Agreement administration promotes good governance by maintaining appropriate and up to date records, and involves the fair, transparent and consistent application of the terms and conditions of the contract. Various aspects of Funding Agreement administration not covered elsewhere in this chapter or other chapters of the Guidelines are listed below.

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### Administration and Governance

#### *Notices*

Notices are used to convey formal contract correspondence between you and PM&C. As they represent formal correspondence they can be used in addressing legal issues such as disputes and contract variations. Details on notices can be found at section 60 of the Funding Agreement.

#### *Records*

You are required to keep full and accurate records in accordance with the Records Management Instructions, PM&C's security policies, and, where relevant, your privacy obligations.

## Contracting with PM&C

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### Administration and Governance

These records must be retained by you for seven years after the Funding Agreement expires. For more information please refer to Clause 27 of the General Terms and Conditions of the Funding Agreement.

#### *Indemnity*

You are required to indemnify us against any loss, liability, damage or expense. For more information please refer to Clause 33 of the Funding Agreement.

#### *Insurance and Risk Management*

When requested, you are required to provide within ten business days of the request, evidence that you have complied with your obligations under Clause 35.1 of the Funding Agreement. Please see the Risk and Insurance chapter for further information.

#### *Debt Recovery*

There will be times when PM&C will need to recover funds from providers. Debts could result from the acquittal of funds where the activity has been completed and there are unspent funds, overpayments or provider payments made in error.

PM&C will recover these funds either through issuing an invoice to you or under certain conditions, off-setting the debt against future provider payments. Prior to the recovery of any debt, PM&C will discuss with you, your preferred repayment option. Refer to the Payments chapter for further details.

#### *Fraud*

You are required to take all reasonable steps to prevent fraud upon the Commonwealth including implementing an appropriate fraud control plan.

If you have any concerns about possible fraud or dishonesty or there has been a direct allegation of fraud in relation to this Funding Agreement, please report to your Account Manager. For more information about fraud, please refer to clause 37 of the General Terms and Conditions of the Funding Agreement.

#### *Detection and reporting of breaches*

All breaches of IT security, including suspected or planned breaches, need to be reported to your Account Manager through your Security Contact. You have the option of putting forward a suggested course for consideration to ensure that the breach is terminated quickly and does not re-occur (e.g. suspension of a user's access, counselling and/or disciplining a user). For more information, please refer clauses 17.12 to 17.17 of the Funding Agreement.

#### *Termination*

PM&C may terminate the Funding Agreement for the following reasons:

- Termination for convenience: PM&C may terminate or reduce the scope of the Funding Agreement at any time by providing you with Notice. Such a termination will be without prejudice to your or PM&C's rights, liabilities or obligations accruing prior to the date of termination. This is outlined at clause 47 of the Funding Agreement.

## Contracting with PM&C

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### Administration and Governance

- **Termination for default:** Termination for default is available to PM&C in whole or in part through a written Notice if you have breached the Funding Agreement. Further details are provided at clause 48.
- **Termination by mutual agreement:** The Funding Agreement can also be terminated by mutual agreement if both you and PM&C agree to do so.

### *Transition*

Transitions will occur at the end of the Funding Agreement term and can also occur during the Funding Agreement term as a result of a change such as termination, novation or assignment. All transition arrangements must aim to minimise disruption to job seekers.

PM&C is required to notify you of the transition period not less than 60 business days before the transition period is due to start. At the end of the Funding Agreement term your Account and Contract Manager will send you advice on the transition processes as soon as possible.

If a transition occurs during the term of the Funding Agreement, the transition arrangements will be agreed between you, the Account Manager and PM&C's National Office. For more information, please refer to Clause 50 of the Funding Agreement.

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### Assets

There are a number of requirements under the Funding Agreement relating to the disposal of assets purchased through previous programs and their Funding Agreements. This includes any CDEP (Community Development Employment Projects) or RJCP/CDP asset that was transferred to you by an existing provider.

#### **Definitions for assets**

*Assets purchased with CDEP funding (up to 30 June 2013):* Any item having a value equal to or greater than \$10,000 is an asset and requires Departmental approval prior to disposal.

*Assets purchased with RJCP/CDP funding (from 1 July 2013):* Any item having a value equal to or greater than \$1,000 is an asset and requires Departmental approval prior to disposal.

In determining whether the asset is an RJCP or CDP asset, the following should be taken into account. In the Funding Agreement, the monies paid to providers are divided into two categories:

1. **'Payments' includes:** Work for the Dole Payments, Basic Payments, Employment Outcomes Payments and, if applicable, Ancillary Payments.
2. **'Funding' includes:** Employer Incentive Funding, any one-off funding amount in relation to strengthening organisational governance, PA Advances and RYLDC Funds.

Where the Funding Agreement refers to the Management of Funding (clause 22 in the General Terms and Conditions) and specifically mentions acquitting funding (Clause

## Contracting with PM&C

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### Assets

22.1(e)) – it is referring to Funding as mentioned above and not outcome payments paid to providers.

These payments do not have acquittal requirements. If you wish to purchase assets with the payments you have received, PM&C does not have any interest in these assets.

The Assets section of the Funding Agreement (Clause 24 of the General Terms and Conditions) refers to Assets purchased through Funding as referred to above.

#### *Disposal of assets purchased with previous funding*

For each asset, you will need to submit an Asset Disposal/Write-Off Plan to your Contract or Account Manager (refer to the Asset Disposal/Write-Off Plan at **Attachment A**). The values recorded on your Asset Register should be used.

Your Account/Contract Manager will then complete their section of the Asset Disposal/Write off Plan and submit for approval to the relevant PM&C Delegate.

You will be advised by letter on the outcome of your request to dispose/write off the asset. This will also include the use of any funds from the disposal of the asset. Note, where assets purchased via the PA Account are sold, the funds received from the sale will need to be repaid to PM&C.

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### Dispute Resolution

#### *Who is dispute resolution for?*

The Funding Agreement outlines how to handle disputes which cannot be resolved by informal discussion. Dispute resolution relates to the parties to the Funding Agreement, i.e. PM&C or a provider.

It does not directly relate to disputes between customers and providers.

#### *How is dispute resolution conducted?*

If you have any concerns or disputes in relation to CDP you should first contact your PM&C Regional Manager.

- Under the Funding Agreement the parties agree not to commence any legal proceedings in respect of any dispute arising under the Funding Agreement until the procedure provided for under clause 43 has been used and fails to resolve the dispute. Under Clause 43, parties must undertake the following procedure:
  - The party claiming that there is a dispute will send the other party written notice setting out the nature of the dispute;
  - Both parties will try to resolve the dispute through direct negotiation by persons to whom they have given authority to resolve the dispute; and
  - The parties have ten business days from the receipt of the notice by the other party to reach a resolution or to agree that the dispute is to be submitted to mediation or some other alternative dispute resolution procedure, on such terms as is agreed by the parties.

## Contracting with PM&C

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### Dispute Resolution

Further steps involved, as well as more comprehensive information about dispute resolution can be found under clause 43 of CDP's General Terms and Conditions.

If the issues behind a dispute remain unresolved, you can lodge a complaint with the Commonwealth Ombudsman on 1300 362 072. The Ombudsman investigates complaints from people who believe they have been treated unfairly or unreasonably by an Australian Government agency.



#### Compliance Reminder

Regardless of any dispute between you and PM&C, both parties must (unless requested in writing by the other party not to do so) continue to perform their obligations under the Funding Agreement.

Clauses in the Funding Agreement are not affected by termination or expiry of the Funding Agreement.

### Privacy and freedom of information

#### *Freedom of Information requests*

PM&C may receive Freedom of Information (FOI) requests from time to time that relates to documents or other materials which was created by, or in the possession of, you or any of your sub-contractors in the course of delivering services under the Funding Agreement. Clause 29.11 and 29.12 of the General Terms and Conditions of the Funding Agreement addresses your compliance requirements under the Freedom of Information Act 1982 (Cth).

PM&C will send you a written notice of any FOI applications that request access to documents relating to you. Once notified, you will need to immediately forward the requested documents on to the Remote Services mailbox at [RemoteServices@pmc.gov.au](mailto:RemoteServices@pmc.gov.au), as statutory timeframes apply to completing FOI requests.

#### *Privacy*

You hold personal and protected information related to jobseekers and various other parties including PM&C. The Privacy Act 1988 (Cth.) ("Privacy Act") defines personal information as information or an opinion about an identified individual, or an individual who is reasonably identifiable whether it is true or not and whether it is recorded in a material form or not.

The Funding Agreement requires compliance with the Privacy Act including the Australian Privacy Principles (APP) when dealing with personal and protected information.

The APPs are contained in the Privacy Act and outline how organisations must handle, use and manage personal information. It can guide you on how to collect, use, store and disclose personal information, and how individuals can access and correct personal information held about them. You are required to ensure that your staff and any sub-contractors comply with these obligations. For further information on handling sensitive and private information, please refer to the Risk and Insurance chapter.

## Contracting with PM&C

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### Communications protocol

PM&C will work with you to jointly develop a communications protocol (“protocol”).

PM&C will develop the protocol in consultation with you so that it is clear which departmental staff will communicate with you on particular issues.

The protocol will also outline any agreed arrangements or processes which need to be followed when PM&C contacts you or your staff. All communications you have with PM&C should be made in line with the protocol.

#### *Points of contact*

The protocol will need to include points of contact, and these should be the positions that staff hold, rather than the names of individual staff themselves, so that the information doesn’t become redundant if staff members leave employment or move roles.

The protocol will need to include the following information about points of contact in your organisation:

- Specific contacts identified for communications on specific issues, e.g. policy questions, contractual matters and variations, debt recovery, monitoring visits, etc.
- Preferred contact method, i.e. email, video conference, phone, etc.

The protocol will also include the details of your PM&C Account and Contract Managers so that you know who you can contact with feedback, questions or concerns.

#### *Changes in points of contact*

Any changes to the points of contact or the issues addressed by the protocol should be agreed between PM&C and you as the provider. These should be recorded in an updated version of the protocol.

Any changes made to the points of contact will have to be confirmed in writing (once agreed) by sending a copy of the revised protocol.

Points of contact should be reviewed, at a minimum, at each six-monthly performance feedback session.

### Communication and consultation channels

PM&C is committed to full, open and regular communication with you as a CDP provider.

PM&C can help you respond to any problems or issues which arise, as long as you provide as much information as possible to assist Departmental staff in responding.

If PM&C ever asks you for any specific information, you must provide this as quickly as possible.

#### *Other protocol details*

The protocol will also include any other agreements you make with PM&C about how the two of you will communicate with one another. For instance, there may be cultural

## Contracting with PM&C

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### Communications protocol

issues, or there may be times of year when it would be inappropriate to communicate on certain issues.

Once the protocol has been agreed, it will be signed by representatives from PM&C and staff representing you as the provider. All communications will then need to be made in line with the protocol, or as agreed otherwise.

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### Code of Conduct and Service Guarantee

PM&C has written a Code of Conduct and Service Guarantee, which draws out what job seekers, the local community and employers can expect from you as their local provider. You should use this document to highlight for local stakeholders the service and conduct you will display in the course of delivering CDP.

Importantly, the document also highlights for job seekers the importance of treating your staff with courtesy and respect.

A copy of the Code of Conduct and Services Guarantee is available at the end of Programme Access and Exits chapter.

The Code of Conduct should be on display on your premises, to remind visitors to your office – including job seekers – of the importance of mutual respect. In addition, you must show a copy of this to job seekers at their initial interview with you, not only to make them aware of how you will assist them, but so they are aware of appropriate behaviour in their interactions with you.

You must also be mindful of language and literacy issues, so it is not enough to simply show the document to a job seeker – you must make sure that they understand it.

Please refer to Programme Access and Exits chapter for more information about initial interviews with job seekers. You can also refer to the Challenging Behaviours chapter, if you are assisting a job seeker who is not treating you or your staff in an appropriate way.





## ASSET DISPOSAL / WRITE OFF PLAN

## Instructions

This form is to be completed for each item for disposal / write off.

Provider/Program	
Organisation	
Program	

Proposed Method of Disposal / Write Off		
Code	Description	Method (Please Check)
DIS	Disposal by Auction, Tender or Advertisement	<input type="checkbox"/>
D/BER	Damaged and Beyond Economic Repair	<input type="checkbox"/>
TRDE	Trade in	<input type="checkbox"/>
GIFT	Gifting	<input type="checkbox"/>
W/OFF	Written Off (lost, stolen) <b>(Please provide and attach a report on the circumstances of the loss or theft)</b>	<input type="checkbox"/>

Reason for Disposal	
Is the item in working order?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the item being disposed / written off due to fair wear and tear?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the item being disposed of due to misuse or neglect? <b>(If "yes" please provide details in a covering minute)</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other reason (please provide details)	

Asset Details (Complete the following details where applicable)			
Asset Description			
Purchase Date		Purchase Price	
Asset Number		Make	
Serial Number		Model	
Estimated \$ Value		Method of Valuation*	

\* e.g. Asset Valuation, Market Value or Written Down Book Value

Last updated: February 2016

<b>Use of funds from disposal of asset.</b>

<b>Provider/Organisation Authorisation</b>	
Disposal / Write Off is <input type="checkbox"/> <b>Supported</b>	
Name	Position
Signature	Date

**PMC Departmental Staff**

<b>PMC Recommending Officer</b>		
Name	Signature	Date
Disposal / Write Off is <input type="checkbox"/> <b>Recommended</b> <input type="checkbox"/> <b>Not Recommended</b>		

<b>PMC Recommending Officer Comments</b>

<b>PMC Delegate Approval (Regional Manager)</b>		
Disposal / Write Off is <input type="checkbox"/> <b>Agreed</b> <input type="checkbox"/> <b>Not Agreed</b>		
Name	Signature	Date

<b>PMC Delegate Comments</b>

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## EMPLOYMENT

# Employment

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# Employment

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## Overview

One of the Community Development Programme's (CDP) main objectives is to help job seekers to find a job and keep it.

You must identify suitable activities to upskill your job seekers and to make them competitive in the employment market.

Previous chapters have covered how you can assist job seekers on your caseload move along the pathway towards employment.

This chapter outlines how to assist your job seekers get into work by responding to your local employment market and taking advantage of available opportunities. It also outlines how to provide post placement support in order to give job seekers the best chance of keeping a job.

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## Working with employers on Workforce Planning

Workforce planning is the process of working with employers to identify their future workforce requirements in the medium to long term and how you will be able to respond to those requirements at the correct time.

This allows you to position yourself, and your employers to respond effectively by ensuring the jobseekers have the necessary skills and attributes to take on employment opportunities as they arise.

You can create a 'pipeline' effect, to set job seekers up to access jobs. The activities you set up and deliver will help build skills and confidence and will prepare them for work in a real workplace. You can work with employers to design appropriate activities. You can also consider options for activities to be conducted with employers which may develop into work experience placements. This ensures that when a position becomes available, your job seeker(s) are in the best position to be offered the position. This is because they have moved through the 'pipeline' and their skills and abilities have been developed in the preceding months.

There are three critical elements of workforce planning:

- Building strong links with employers to identify ongoing job opportunities, training and work experience pathways to get job seekers into employment;
- Regularly assessing the suitability of job seekers on your caseload for job opportunities with employers and tailoring activities to meet opportunities; and
- Supporting job seekers as they move into employment by providing quality post placement support.

You should have a plan to increase employment outcomes for local job seekers by identifying and tailoring your efforts towards the employment opportunities in your CDP regions and surrounding regions.

Local business and commerce peak bodies, as well as state/territory government agencies, may be able to provide you with information regarding your regional characteristics, e.g. the major industries, population breakdown by age, gender, skills or education qualifications, any future capital investment projects planned, etc.

# Employment

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## Working with employers on Workforce Planning

This information will then assist you in your planning to upskill and develop job seekers to be competitive in the labour market.

Employer engagement is one of the essential elements of CDP. Within a CDP region and surrounding regions there are employers that include private-sector businesses, small to medium enterprises, government agencies, community organisations, and social enterprises.

It is essential to develop effective linkages with employers to make sure you can work with them to respond to industry needs and identify economic development opportunities.

You may find opportunities to engage with employers by becoming a member of the local chamber of commerce (if one exists), or by attending community meetings and identifying business owners. Also you could cold-call businesses in your region, introducing yourself and your services, and through effective relationship management (establishing trust), position yourself as the point of contact for employers if they are looking for employees.

Working closely with employers will enable you to identify emerging job opportunities and the skills required for any current and future jobs (see case study in this chapter). To ensure that employer demands can be met, sufficient lead time will be required so that you can develop the skills of your job seekers to the levels required by employers. You should maintain a good level of knowledge about the skills and capabilities (as well as qualification requirements) for the types of jobs in your community.

In addition, you could also consider working with local employers to establish regional industry-specific labour hire arrangements. These labour hire arrangements provide both the employer and yourself with a degree of certainty and provide structure by way of skills and training development of your job seekers to meet a pre-arranged level of competency.

Labour hire arrangements are particularly well suited to the resources, mining, construction and the pastoral industries and can be used by local communities, organisations and businesses. You should approach these businesses to discuss how you may be able to assist them in meeting their employee recruitment needs. You may be well placed in providing many contractors that provide flexibility that suits industry requirements. They build on existing cultural infrastructure that incorporates cultural diversity, new ideas and the uniqueness of remote communities.

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## Flexible Work Arrangements

Many job seekers have cultural and family obligations, including caring responsibilities, and limited or no job seeking or work experience skills. Some may also have poor health, which sometimes results in reduced work capacity.

# Employment

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## Flexible Work Arrangements

Job sharing, labour pool or brokerage arrangements can help meet the needs of job seekers by:

- Supporting local Indigenous Australians to manage the impact of cultural obligations and allow job seekers to continue their involvement in traditional and cultural activities.
- Offering a greater number of job seekers employment opportunities.
- Supporting those with reduced work capacity with flexible hours and tailored job roles.
- Allowing job seekers to gain employment for the skills they have without requiring them to have skills in areas for which they have no interest or aptitude.

And support businesses by:

- Increasing the number of employees available to the sector and provide a more efficient and reliable transition from block-funded services to funding provided on a fee for service basis.
- Providing external support for skills development of a labour pool which allows non-local service providers to begin to include local employees in their service delivery. This could expand to strategic partnerships and direct tendering over time.
- Offering developing businesses' support to engage pre-trained workers.
- Supporting fluctuations in demand for services.
- Helping to gauge demand across the community for particular skills (that can then be addressed through additional training).
- Helping to improve engagement and retention of Indigenous workers.
- Potentially offering a collective approach to checking qualifications and collating/checking of Police Clearance and Ochre Cards resulting in significant time and cost savings for employers. Similarly manual handling, OH&S, infection control and confidentiality training could be done collectively.

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## Identifying skills that are in demand

To increase positive outcomes for job seekers and ensure resources are used effectively, you must be aware of the various skill gaps within your region.

For example, it would be a waste of resources, time and money to invest in upskilling a job seeker in carpentry, when local employers do not require job seekers with carpentry skills, but desperately require job seekers with mechanic skills.

It is important to identify what skills gaps currently exist and also identify emerging skills needs. For example, to identify the skills now that will be required for future major projects.

### Case study

If you are aware of a new Aged Care Centre being built in your region, it would be good to discuss with the developers what their requirements are for staff that you may be able to assist with and can include (but not limited to):

- construction workers to build the Centre;
- personal carers;

# Employment

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## Identifying skills that are in demand

- doctors/nurses;
- cleaners;
- gardeners;
- office administrators;
- maintenance;
- bus drivers;
- Occupational Therapists;or
- Diversional Therapists.

One project in your region may give you many opportunities to provide a range of job seekers opportunities for employment and or training.

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## Providing post placement support and mentoring

### *Post placement support*

You need to provide your job seekers with post placement support once they commence in a job to strengthen the likelihood that they remain in employment.

You are required to continue to provide services to them to a level appropriate to their needs for six months from getting a job. Post placement support can take many forms and is individualised for each job seeker. For example, a job seeker may require additional support in adjusting to working with other people in a workplace environment. Another job seeker may require additional support in becoming used to the daily routine at the new workplace.

Fundamentally, post placement support is about supporting job seekers and employers to ensure the job seeker has the best chance in remaining in the job.

Post placement support can include (but is not limited to):

- Assisting the employer to adopt a 'buddy' system, where the new employee is 'buddied' with a longer term employee who is proficient at their job and is appropriately culturally aware;
- supporting the new employee for the first few weeks by organising transport between their home and work;
- weekly visits to the worksite by your employment consultant/case manager as appropriate (by agreement between the employer and the job seeker);and
- playing an advocate role between the job seeker and the employer. For example, if the job seeker feels that something is wrong, they may feel uncomfortable or not confident in raising the issue with the employer. You could approach the employer with the job seeker, or on their behalf.

### *How is post placement support delivered?*

Any post placement support that is provided at the place of employment or during the job seeker's work time must first be negotiated with the employer to seek their approval. Post placement support delivered outside of the work time and premises should be negotiated between you and the job seeker.



# Employment

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## Providing post placement support and mentoring

You should identify any additional training and support needs through discussions with the job seeker, and with the employer/supervisor. Targeting any skills gaps will place the job seeker in a better position to remain employed. You should note that if a job seeker has secured the employment on their own, you will need to seek the job seeker's permission to speak to their supervisor/employer.

Just as each package of post placement support is different, so too is the way it will be delivered.

### *Mentoring*

A very practical way to provide quality post placement support is to arrange a mentoring arrangement with the employer.

In the workplace mentoring is the concept of a skilled and knowledgeable employee imparting their skill and knowledge to the new job seeker, to help them understand and build their confidence, skills and knowledge. Mentoring can be delivered through a formal, classroom environment or an informal, on the job, regularly catch up for a discussion or may be a combination of both.

The desired outcome is that the less skilled and knowledgeable person learns from their mentor and increases their level of skill and knowledge.

The skills or knowledge may not always relate specifically to the job, e.g. how to build a shade structure for the community, but may also be behavioural skills (soft skills) and knowledge, e.g. how to work with other people with different, and challenging personalities.

Holistic support for job seekers to participate in education, training and employment is crucial given many individuals experience multiple vocational and non-vocational barriers to participation.

Engagement which has had any degree of success has relied heavily on mentors for encouragement and support. This often involves assisting individuals to manage external stressors and resolve personal issues in order to help them maintain their participation.

The mentoring of job seekers may need to be enhanced with other retention strategies for the workplace.

Many publications and research papers mention the importance of:

- Assistance at the onset of training and continuing through into employment until the individual feels they are effectively managing their role and responsibilities.
- Mentors building relationships with extended family may also assist employee to manage expectations of family for personal/family commitments.
- Tailoring mentoring assistance to the specific needs of individuals and taking reasonable steps to match people with mentors that complement their identified pathway.
- Engaging role models who influence the behaviour of individuals and inspire them to be engaged in the workforce. In the same way that the AFL uses Indigenous ex-AFL players as role models to lift participation in AFL football at a junior level, it is worth considering something similar to encourage engagement in education and employment.

# Employment

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## Providing post placement support and mentoring

- Organising additional non-vocational assistance where this is a significant barrier to participation that emerges after the job seeker has been placed in the job, such as anger management, alcohol and other drugs treatment services.
- 

## Vacancies and anchoring placements

### *Vacancies*

If you effectively engage with employers and the broader community, you are likely to be made aware informally of employment opportunities prior to public advertisement.

If you make sure prospective employers know who you are and the services you offer, when a vacancy in an organisation becomes available, the employer may go to you directly, rather than investing time and expense in advertising the position.

Positions may be advertised on local noticeboards at the community hall or store, or online at [jobsearch.gov.au](http://jobsearch.gov.au). Other online noticeboards may also be used to advertise positions.

### *Anchoring*

Anchoring is the action of recording a job seeker to an employment position in the CDP IT System.

It is important to anchor a job seeker to the employment position, as the system will use the anchor date to calculate any employment outcome fees that may be available to you and the employer.

For further information on payments, please refer to the Payments chapter.

### *Restart Wage subsidy*

Restart is an Australian Government wage subsidy administered by the Department of Jobs and Small Business, designed to encourage employers to hire mature age job seekers who are 50 years of age and over in sustainable jobs by contributing to the initial and ongoing costs of recruitment, including training and wages.

Employers can receive up to \$10,000 (GST inclusive) over six months if they employ eligible mature age job seekers. Payments are made over six months and employers can negotiate how often they receive them. Employers may also be able to receive a kick start payment of up to 40 per cent of the total wage subsidy after four weeks of the job starting.

For further information, email the Restart mailbox at:

[Restart@jobs.gov.au](mailto:Restart@jobs.gov.au) or at <https://www.jobs.gov.au/restart-help-employ-mature-workers-0>

# Employment

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## Vacancies and anchoring placements

### *Work experience placements converting to full time employment*

Work experience placements are used to provide the job seeker with a real workplace experience, which teaches the job seeker new skills, and the characteristics and behaviours that are expected in a workplace.

Work experience placements also benefit employers by allowing them to see firsthand the job seeker's suitability for future employment opportunities. A job seeker who has completed a hosted placement is better placed to secure a job with that employer.

To assist in the conversion of hosted placements into real jobs, Employer Incentive Funding is available and paid at 26 weeks. Further information on Employment Incentive Funding can be found in the Payments chapter.

**Note:** Work experience was previously called a hosted placement.

For more information please refer to the Experiences in a Real Workplace chapter.

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## Caseload exits resulting from employment

A job seeker will be automatically exited from CDP (and removed from your caseload) when they have obtained employment and they are no longer receiving income support (and you are eligible to claim a full employment outcome). This will usually be actioned by DHS.

Once a job seeker has been exited from the system, they may still appear on your caseload for a further 28 days, but you are required to provide post placement support to these job seekers for a period of six months from gaining employment.

The job seeker may be eligible to return to the CDP caseload in future if they cease employment and are placed back onto income support with Mutual Obligation Requirements.

### *Employment Outcome Payments*

Employment Outcome Payments are available to assist you to support job seekers into employment and ensure that they stay in employment. They are also available as a recognition of your support to help job seekers reach long-term employment outcomes. For more information on Employment Outcome Payments please refer to the Payments chapter.

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## CDP GUIDELINES

## EXPERIENCE IN A REAL WORKPLACE

# Experience in a Real Workplace

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# Experience in a Real Workplace

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## Introduction

Working with not-for-profit organisations, businesses, social enterprises, State/Territory and Local Governments, and other entities can help you to increase the availability and the quality of activities available to job seekers.

You can arrange for another organisation to deliver work-like activities on your behalf through work experience or a hosted activity. This is known as a 'host organisation'.

Work experience in a real workplace can be an important step in a job seeker's transition from unemployment to a paid job, and is a good way for job seekers to satisfy their Mutual Obligation Requirements.

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## What is work experience?

Work experience is a period of time (up to six months maximum) during which a job seeker may attend a business or other workplace as a volunteer, so that they can experience what it's like to work in a real workplace. Work experience placements must not replace real jobs.

Work experience placements offered through CDP are unpaid. This means the employer is not responsible for any costs associated with the employment of the participant, such as relevant insurance, workers compensation, superannuation, and wages.

**Note:** Work experience was previously called a hosted placement.

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## Work experience overview

### *When does work experience take place?*

A job seeker may take part in gaining experience in a real workplace if you have identified they are suitable for the placement (i.e. based on their capacity and interest). Work experience can take place at any time.

### *Why is work experience beneficial?*

Work experience can be an important step for a job seeker's successful transition from unemployment to a paid job. Experience in a workplace can:

- ✓ Boost a job seeker's employability
- ✓ Introduce long-term job seekers to workplace norms
- ✓ Improve a job seeker's self-esteem
- ✓ Encourage a job seeker to aspire to paid employment rather than rely on welfare.

### *Who can take part in work experience?*

While any job seeker is eligible to participate, work experience is more likely to be appropriate for job seekers with a higher work capacity and capability, instead of job seekers who are not work ready.

## Experience in a Real Workplace

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### Work experience overview

#### *Where does the work experience take place?*

Work experience can take place in any business or any State/Territory Government agency. Placements can only occur where the employer will not place the job seeker in danger, or will bring the job seeker, yourself, CDP or PM&C into disrepute. Job seekers cannot be placed in Commonwealth agencies for work experience.

Work experience must be safe and allow job seekers to fulfil their mutual obligations (in RAC1 of the CDP Funding Agreement, these mutual obligations are included in the definition of 'Social Security Activity Test Requirements'). Work experience can be in a hosted community development activity or a real workplace. In both cases, the job seeker remains on income support.

Work experience placements are different to subcontracting relationships, see below for more information.

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### The difference between work experience and hosted activities

Both work experience and hosted activities allow a job seeker to fulfil their Mutual Obligation Requirements; however, there are some important differences.

**Work experience** takes place with an employer and is generally for one job seeker – or a small number of job seekers – depending on the size of the organisation. Limits on the number of job seekers allowed to partake in work experience with the same employer are imposed to ensure that there is a reasonable ratio of job seekers to employees (Diagram 1 on page 6 illustrates how these limits apply to organisations based on their size) .

Work experience in a real workplace must not replace a paid worker.

There are also limits on the length of time a job seeker can partake in work experience. Work experience may be offered for up to six months, and there needs to be a strong business case for extending a placement beyond this period of time.

**Hosted activities** are WfD activities that occur in not-for-profit, community development organisations normally staffed by volunteers such as in a women's centre, a men's shed or a charity store and not in a real workplace. This provides job seekers with the opportunity to gain experience, skills and knowledge in a safe and non-threatening environment and can help progress them along a pathway towards working in a real workplace.

Hosted activities can involve a group of job seekers placed with one organisation, as they are not subject to limits on numbers or duration as with work experience with an employer, provided it does not replace paid work.

## Experience in a Real Workplace

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### Standard requirements for both work experience and hosted activities

You **must** enter into contractual arrangements with the host organisation for both work experience and hosted activities to define the hosting details, including: work and safety requirements, the required time commitment, supervision of the job seeker, and the reporting of attendance to you. If you do not have your own host agreement, you may use the template example that is available at on the Provider Portal (see 'CDP Activity Host Organisation Agreement').

You should ensure that the host organisation is capable of and willing to move job seekers into more challenging work types if and when it is appropriate to do so. Moving job seekers along the pathway will help develop their skills and experience, and prepare them for employment. Through your monthly contact and other engagement with the job seeker, you will have an awareness of the job seeker's experiences and progress through work experience.

If the hosted community development activity generates income, activity generated income rules will apply to the placements. See the Activities that Generate Income chapter for further information.

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### Who can host a placement?

Host organisations can be not-for-profit organisations, businesses, social enterprises, State/Territory/Local Government agencies, or entities related to you. Host organisations can also be located in non-remote areas.

Some host organisations may be willing to provide work experience or host activities, but are unable to do so for five hours per day, across a five day week, Monday to Friday. You can submit a proposal to PM&C via your CDP Contract Manager seeking approval for the job seeker to meet their Work for the Dole requirement through a more flexible arrangement, i.e. more or less than five days a week, and/or outside business hours. See the Setting Up and Managing Activities chapter for further information on submitting a proposal.

Regardless of the type of placement, you **cannot** arrange a work experience or hosted activity that:

- replaces paid employment; or
- involves activities that could bring the job seekers, your organisation or PM&C into disrepute, for example activities that involve gambling, illegal or high risk activities.

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### Payments for host organisations

A host organisation is likely to incur costs; for example, costs for materials and on the job training and mentoring. Host organisations may also incur additional supervision costs when hosting job seekers. You and the host organisation can negotiate a payment to cover these costs; this should depend on a range of factors, including:

- size and type of host organisation (e.g.: a larger national organisation may have the resources to cover more than 50% of the job seeker's placement costs);



## Experience in a Real Workplace

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### Payments for host organisations

- hours of attendance per week;
- supervision requirements (including appropriate reporting of attendance to you);
- additional mentoring support requirements; and/or
- complexity of the activity, which may require training or skills development, or special materials and equipment.

#### **Case Study – Men’s Shed (hosted activity)**

A community organisation runs a local men’s shed, which is normally staffed by volunteers. The provider approaches the organisation to run a hosted activity on its behalf. The organisation will supervise the job seekers and allow them to use their tools and facilities. Since the men’s shed is a hosted community development activity, there are no limits on the number of job seekers that can be placed in the activity or the activity duration.

The provider enters into a hosting agreement with the community organisation to run an ongoing work-like activity for 15 job seekers for 6 hours per day, 3 days per week and 3.5 hours per day, for the other 2 days of the week. The provider pays the community organisation \$6,000 per annum per job seeker to run this activity on their behalf. The community organisation hires a supervisor to teach the job seekers carpentry skills.

The provider continues to be responsible for monitoring attendance and compliance.

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### Arranging work experience in a workplace

You should arrange work experience in as many real workplaces as you can.

An employer, including business and government agencies, can advertise for and select job seekers for workplace work experience within certain limits. Employers can also negotiate with you to source suitable job seekers.

An appropriate and effective workplace work experience is one that provides job seekers with experience doing things that:

- are done by paid workers;
- produce goods or services for sale; or
- help deliver government services.

Where work experience takes place in a workplace or involves real work, limits apply on the duration of the placement and on the number of job seekers that can be hosted. These restrictions apply to all workplaces, including related entities. Limits are to ensure that work experience does not displace paid work. The host organisation will also ensure that job seekers are well supervised and surrounded by peers and colleagues as they would be in a normal workplace. Activity generated income rules do not apply to work experience in a workplace.

Where a job seeker is hosted in a real workplace, the following limits will apply:

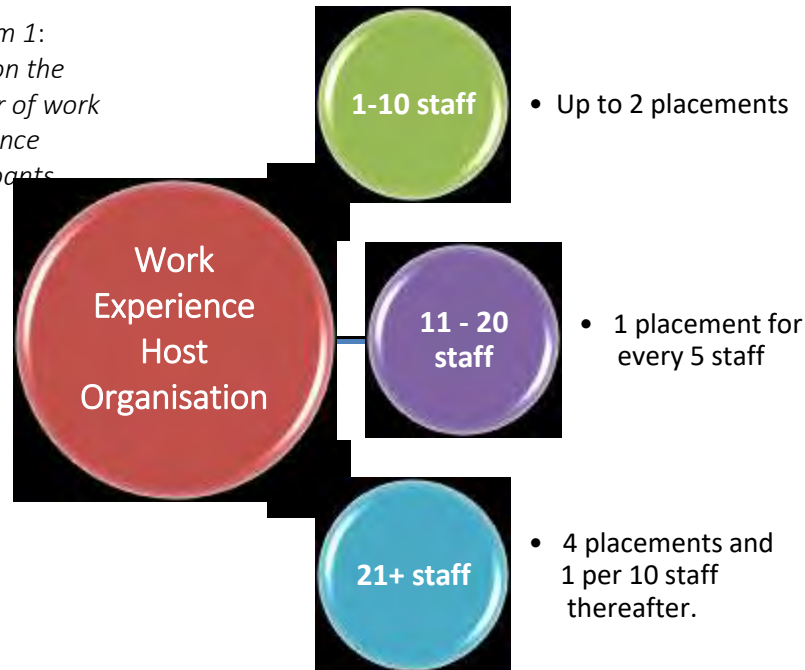
- Host organisations with up to ten employees can offer up to two work experience placements.
- Host organisations with 11 to 20 employees can offer one work experience placement for every five ongoing employees.

## Experience in a Real Workplace

### Arranging work experience in a workplace

Larger host organisations, including State/Territory and Local Governments, with 20 or more employees can have four work experience placements plus one additional placement for every 10 ongoing employees over 20 employees. For example, an organisation with 32 staff can offer five work experience placements.

*Diagram 1:  
Limits on the  
number of work  
experience  
participants*



Host employers must ensure that job seekers are working within a reasonable ratio of job seekers to employees at all times. Large organisations are not permitted to group job seekers into large teams that have low ratios of employees to job seekers.

Work experience may be offered for up to six months. PM&C may agree in writing via your CDP Contract Manager to extend work experience for a further period, where, for example:

- The job seeker is engaged on a project that is expected to last longer than six months and there is value to the job seeker in being able to see a project through to its completion; or
- There are plans in place for the job seeker to begin seasonal work within six weeks of their work experience ending. It would be less disruptive and beneficial for the job seeker to remain in the work experience for the additional six weeks.

#### **Case Study – Short work experience placement**

A local business has a contract to do some fencing. The job is likely to last for 6 weeks. The business owner approaches the local provider to see whether he can have two job seekers to help and get experience on the job. There will be four paid workers on the fencing job so he can host two job seekers. The fencing job is 400 kilometres away so the job seekers can't come home each day.

The provider finds two job seekers that are interested in the placement. The business enters into an agreement with the provider to undertake an activity for two job seekers for 30 hours in one week over six days and 20 hours in the next week over four days.

## Experience in a Real Workplace

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### Arranging work experience in a workplace

The provider agrees to pay the business \$150 per job seeker per week to undertake this activity.

This is enough for travel and extra costs. At the end of the placement, the business offers one of the job seekers part-time work. After returning home, the other job seeker moves into another activity.

#### **Case Study – Childcare Centre (work experience)**

A community run childcare centre is interested in taking on job seekers to help out in the centre. The centre doesn't have any current vacancies, but is keen to partner with the CDP provider to provide work-like experiences for the job seekers. As it is a real workplace, there are limits on the number of job seekers they can host and properly supervise.

The centre works with the local provider to find two suitable job seekers to assist them. The job seekers learn about how the centre works and help out with the children for six months. At the end of the six months there are still no new jobs at the centre but the job seekers get a real job doing similar work at the local school.

#### **Case Study – Bakery (work experience)**

A local baker needs a minimum of five employees to run the store. He could use some extra. He talks to the local provider about taking on a couple of work experience participants. As this is a real workplace, there are limits on work experience placements.

As the baker currently has five staff he can have up to two work experience positions for six months. The baker enters into an agreement with the provider to take on two job seekers for 4.5 hours a day, 5 days per week for 6 months\*. As part of the agreement, the provider pays the baker \$3,000 for each job seeker to cover the baker's training costs during the placements.

*\*Both job seekers attend language, literacy and numeracy courses five hours per week as part of their job plan in addition to these hours.*

#### **Case Study – Local Council (work experience)**

Four job seekers are keen to get experience working at the local council. The provider talks to the council about providing them with work experience. The council is interested but knows that it does not have the money to convert placements into real jobs after six months. The council and the provider explains this to the job seekers. The job seekers still want an opportunity to get six months of real workplace experience with the council.

As this is a real workplace, there are limits to the number of job seekers they can host. The council places two job seekers in its eight-person maintenance team and two job seekers with its administrative staff. This ensures that job seekers can be properly supervised and get quality work experience. At the end of the six months, there are no vacancies to convert the placements into real jobs at the council.

The provider helps the job seekers to move from work experience into an activity that they are converting into a business that does maintenance and cleaning work. The council provides placements, training and work experience to another four job seekers.

## Experience in a Real Workplace

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### Converting work experience into jobs

You should encourage government agencies (Local or State/Territory) or businesses with more than 50 employees to offer employment to job seekers at the end of their six month work experience placement.

Where large employers (those with greater than 50 employees) fail to convert work experience to real jobs at the end of their six months, PM&C will review and consider whether that business should continue to access job seekers for work experience in the future.

It is expected that you will continue to engage in the job seeker's progress throughout their work experience placement by committing to regular formal and informal interactions with the host employer and job seeker. Underperforming job seekers must be given a fair and early opportunity to remedy any performance issues that impact on their ability to secure permanent employment with the host employer at the end of the placement.

You should also encourage host employers with fewer than 50 employees to offer employment to at least some job seekers if considered to have demonstrated an appropriate level of capacity at the end of their six month workplace work experience. However, PM&C will not prevent smaller employers that fail to convert sufficient numbers from accessing work experience placements.

To facilitate the conversion of work experience into real jobs, employers can be paid a \$7,500 employer incentive funding per job seeker if they employ and retain job seekers for 26 weeks. See the Employment chapter for additional information on Employer Incentive Funding.

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### Additional work experience placements in a workplace

The PM&C Regional Manager will consider and may approve higher numbers of work experience placements in a single workplace on a case-by-case basis, generally for temporary periods. PM&C will only consider approving additional work experience placements with caution, taking into account the following criteria:

- Placements do not displace real jobs or reduce the hours of paid workers; and
- PM&C sees evidence of increased employability – for example, employers have converted earlier placements into real jobs in the business or elsewhere.

The criteria are explained in more detail below.

#### *Protecting real jobs*

Additional work experience should not undermine real jobs in both not-for-profit organisations and other enterprises. PM&C will approve additional work experience placements only when real jobs are not displaced. For example where:

- a community organisation may wish to provide healthy food for elderly residents who would not otherwise afford for the service;
- a local council may wish to plant trees along roads but government funding has not been available for the project; or

## Experience in a Real Workplace

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### **Additional work experience placements in a workplace**

- a landscape business may volunteer to create a recreational area for young people using donated materials.

### *Increasing Employability*

PM&C may agree to additional work experience placements when employers display a track record of converting a high proportion of hosted job seekers into employees. For example, a hardware store with five employees agrees to support two work experience placements. After three months, the owner decides to employ the two job seekers, and seeks approval to host three job seekers. PM&C approves the arrangement because of the owner's proven record of hiring hosted job seekers.

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## CDP GUIDELINES

## GLOSSARY OF TERMS

# Glossary of Terms

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## Glossary of Terms

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### Introduction

This guideline chapter has been developed to assist you in understanding some of the commonly used terms or acronyms that you may come across in your reading of the guideline chapters or hear your co-workers use in the office.

This list is not exhaustive, and will be updated from time to time as required.

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### Glossary of Terms

Term	Definition
Activity(ies)	The activities in which eligible job seekers participate, that you are required to conduct under the CDP Funding Agreement.  Work-like activities are run by providers for job seekers under the Commonwealth program Work for the Dole. Activities are required under the Funding Agreement.
Activities that generate income (AGI)	AGI concerns activities that generate income based on the goods and services provided.
Activity diary	In the CDP IT system there is a section which allows the provider to record a job seeker's attendance at activities.
Appointment(s)	The time(s) when the provider and the job seeker meet, in accordance with the Funding Agreement.
Account Manager	The person(s) who has the authority to receive, sign and approve requests made by you. Account Managers are based in the Regional Network.
Accredited Course	A program of structured, formal training or education which results in qualification under the Australian Qualifications Framework.
Activity Payments	Refers to the Work for the Dole payments and Basic Payments.
Assessment	A formal assessment of an eligible job seeker's job readiness which you are to conduct in accordance with the requirements outlined in these Guidelines. An assessment involves consideration of the job seeker's current skills and work experience as well as any level of disadvantage.



## Glossary of Terms

### Glossary of Terms

Barrier	<p>An impairment that a job seeker may have to entering the workforce, or fully engaging in employment services.</p> <p>These can be <i>vocational barriers</i>, meaning a lack of appropriate training, skills or qualifications (for example, literacy problems, or not holding a driver's licence).</p> <p>Barriers can also be <i>non-vocational</i>, meaning any other form of impairment, such as a physical or intellectual impairment, homelessness, drug or alcohol addiction, or mental illness.</p>
Basic Services	The Services of that name as described in RAC1, which are to be provided by the provider to all eligible job seekers. These are Remote Services you must offer to all eligible job seekers, to provide them with the integrated case management and support they need in order to find and keep a job.
Basic Payment	The payment made to you for providing basic services to eligible job seekers in a calendar month. The payments will be reduced on a pro-rata basis if you do not provide remote services in respect to an eligible job seeker for a full calendar month.
Basic Rate	A term in the Social Security Act 1991 (Cth.) relating to the payment of Income Support.
Comments field	A free text field within the CDP IT system which allows providers to insert notes/comments on discussions with job seeker. A valuable tool in keeping a record of the participant in CDP and also useful to DHS.
Comprehensive Compliance Assessment (CCA)	CCA ensures an assessment occurs when a job seeker has difficulty meeting their Mutual Obligation Requirements. CCA investigations aim to determine whether: a job seeker is being intentionally non-compliant; the job seeker is genuinely trying to meet their Mutual Obligation Requirements; or any other factors that may have had an impact on the job seeker's ability to participate.
CoCR (Change of Circumstances Reassessment)	See: ESAt
CRN (Customer Reference Number)	Centrelink issues a unique identifying reference number to all customers, including job seekers.
Code of Practice and Service Guarantee	A document stating what services you will deliver to the job seeker, community and employers and to what standard.

# Glossary of Terms

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Conflict of Interest	Occurs when you engage in any activity or obtain any interest that is likely to interfere with or restrict you in providing services to the department, job seekers, employers or the community fairly and independently.
Commencement	Commencement means the time at which you have recorded the completion of the initial Interview for an Eligible Job Seeker in the CDP IT System.
Contact	Contact between you and an Eligible Job Seeker in accordance with clauses 6 to 8 of RAC1.
Customer Feedback Register	The list of customer feedback (including complaints) kept by you for each of your Region(s).
Department of Human Services (DHS)	The Commonwealth Department of Human Services manages Centrelink agencies, which are responsible for administering payments and services in the social services space.
Department of Jobs and Small Business (previously known as Department of Employment or DoE)	The Commonwealth Department of Jobs and Small Business, is responsible for managing jobactive contracts. The CDP IT System is a part of the IT infrastructure owned by the Department of jobs and Small Business.
Direct Registration	Occurs when you register an Eligible Job Seeker who does not have a Referral (i.e. if someone walks into your office and requests assistance in finding a job and meets the criteria as an eligible job seeker), in accordance with clause 3 of RAC1 and any Guidelines.
Disability Employment Services (DES)	DES provides specialist help for people with disability, illness or injury to find and keep a job. DES providers do not deliver services in CDP Regions.
Disability Support Pension (DSP)	The DSP provides financial assistance to individuals who have a permanent physical, intellectual or psychiatric condition that prevents them from working. Job seekers receiving the DSP may or may not have mutual obligations. The CDP IT System will indicate this for you.
DNAD (Did Not Attend Discretionary)	A possible attendance result for activities and appointments in a job seeker’s Job Plan.
DNAI (Did Not Attend Invalid)	The attendance result entered by you for a job seeker who does not attend an appointment or activity set and agreed by you and the job seeker. Invalid means that you do not consider the job seeker’s excuse to be reasonable (valid).

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DNAV (Did Not Attend Valid)	The attendance result entered by you for a job seeker who does not attend an appointment or activity set and agreed by you and the job seeker. Valid indicates that you do consider the job seeker's excuse to be reasonable.
Early School Leaver (ESL)	A job seeker who is aged under 22, has not completed Year 12 (or equivalent) and receives Youth Allowance.
Eligible job seeker	A job seeker who is identified as eligible for CDP through the CDP IT system, based on criteria set by legislation.
Employer	An entity that has the legal capacity to enter into a contract of employment with an Eligible Job Seeker.
Employer Incentive Funding (IEF)	Funding that is provided to providers to be used solely to pay employers who have employed an eligible job seeker so as to meet an Employment Outcome after a 26 Week Period.
Employment Outcome	A Full Employment Outcome and Part-Time Employment Outcome, as described in 46.3 of RAC1.
ESAt (Employment Services Assessment)	An Assessment conducted by DHS Assessment Services which determines an Eligible Job Seeker's barriers to employment and work capacity.
Employment Systems Helpdesk	Means the Department of Jobs and Small Business's centralised point of IT support for employment service providers in relation to the CDP IT System.
ESL (Early School Leaver)	An ESL is a person who is in receipt of Youth Allowance (other), is under 22 years of age and has not completed Year 12 (the final year of secondary school) or an equivalent level of education (Certificate III level or above, under the Australian Qualifications Framework).
Exemption	Circumstances recorded by DHS, resulting in an exemption from a Fully Eligible Job Seeker's Activity Test Requirements for a specified period of time.
Exit	An exit allows a job seeker to permanently leave CDP. The job seeker will be removed from your caseload.  An <i>Effective Exit</i> occurs through the CDP IT system and does not require any follow up action from you.
Financial Viability Processing	Annual financial monitoring and financial viability services performed for PM&C by Department of Jobs and Small Business.

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Full Employment Outcome	The duration of a Fully Eligible Job Seeker's meeting requirements of clause 4.3 of RAC1 for the outcome. 13 week and 26 week outcomes are available.
Full-Time Site	A site of your organisation that is open Monday to Friday 9am – 5pm or as otherwise agreed by the Department.
Full-time (activity tested)	Full time (activity tested) Mutual Obligation Requirement hours are generally 50 hours per fortnight.  Partial (activity tested) Mutual Obligation Requirements are usually 30 hours except where a reduced work capacity has been determined by an ESAt.
Full-Time Study	In accordance with any Guidelines:  a) A University course that, for the purposes of the Higher Education Contribution Scheme, represents a standard student load for the equivalent of full-time student;  b) a course that is at least 15 class contact hours a week; or  c) a course determined as being full-time by the relevant educational institution.
Funding Agreement or CDP Funding Agreement (RJCP Funding Agreement 2013-2018)	The deed between PM&C (on behalf of the Commonwealth of Australia) and providers to deliver CDP services. The agreement consists of documents known as the General Terms and Conditions; the Remote Activity Conditions (RACs); the Particulars; an Activity Schedule and the Guidelines. The agreement refers to the former Remote Jobs and Community Programme 2013-18, but is still valid for CDP.
Guidelines	Guidelines as described in the Funding Agreement and amended by the Department from time to time. Guidelines are published for reference on the Provider Portal, and may be downloaded and printed for quick reference.
Group-based Activity	An activity which has more than one job seeker.
Host	An organisation which provides work-like activities for job seekers under arrangement with the CDP provider.
Hosted Activity	Work-like activities can be established by providers or under host arrangements within the region. Host organisations can be not-for-profit organisations, businesses, social enterprises, entities related to the provider, or state, territory or local government agencies.
Hosted Placement (work experience)	When an employer takes on a job seeker for experience in a real workplace.

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Income Support Payment	The payment provided to the job seeker by Centrelink (DHS) in return for the job seeker meeting the relevant Mutual Obligation Requirements (eg. Newstart Allowance, Youth Allowance, Disability Support Pension etc.).
Initial interview	An initial meeting between the provider and the job seeker in accordance with the Funding Agreement. At this Interview, the JSCI will be conducted, a copy of the Code of Practice will be handed to the job seeker and a Job Plan will be prepared and agreed by you and the job seeker. A subsequent Monthly Contact appointment will also be made.
Intervention Management Tool (IMT)	The IMT is in the CDP IT system, and is a single location to record and manage a job seeker's identified barriers and subsequent interventions organised by you to address those barriers. You may also include additional barriers to the IMT if you are made aware of any during your interactions with the job seeker.
Intervention for Non-Vocational Barriers	A program or course of action to overcome a non-vocational barrier to employment – for example, a drug and alcohol addiction program, mental health interventions and interventions that deal with domestic violence/anger management.
JCA (Job Capacity Assessment)	An assessment conducted by DHS Assessment Services to determine eligibility for the Disability Support Pension and includes assessment of barriers to employment and work capacity.
Job Plan	<p>Social Security Law states that job seekers need to have an 'employment pathway plan.' The Job Plan fulfils these requirements by outlining the provision of services to a job seeker, and Job Plans are tailored to each individual job seeker.</p> <p>The Job Plan is created and agreed at the job seeker's initial interview and reviewed at the Monthly Contact meeting with the job seeker, or as circumstances arise that may affect the content of the Job Plan.</p>
JobSearch	This is an important part of satisfying Mutual Obligation Requirements. Job seekers must actively seek and undertake paid work (provided that it is not unsuitable). Job seekers must generally seek work in a variety of fields, not just those in which they have qualifications or experience.
www.jobsearch.gov.au	A website operated by the Australian Government where job vacancies can be posted and searches for employment service providers can be conducted.

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JSCI (Job Seeker Classification Instrument)	A self-report questionnaire that can be conducted via the CDP IT System or on paper (and later entered into the CDP IT System). This assessment is reliant on the honesty of the job seeker and their ability to disclose relevant details.
JSID (Job seeker identification number)	This number is generated by the Department of Jobs and Small Business through the CDP IT system.
JRRR/JEHR	Systems-based assessment tools accessed through the CDP IT system that measure the level of reduction achieved in the jobseeker's basic rate of income support payments. These tools establish whether a jobseeker has achieved an employment outcome.
Language Literacy Numeracy (LLN)	The LLN program seeks to improve participants' language, literacy and/or numeracy, to enable them to participate more effectively in training or in the labour force and lead to greater gains for them and society in the longer term.
Mentor	A skilled and knowledgeable person who imparts their skill and knowledge to a less skilled and knowledgeable person. A Mentor may be a community elder or an Aboriginal and Torres Strait Islander person with cultural knowledge and community endorsed authority.
Monthly Contacts	The primary method you will use to build a tailored package of support for a job seeker, by holding regular appointments with them to stay updated on their situation and achievements, and help them progress along the pathway to employment.
Mutual Obligation Requirements	Job seekers have to participate in approved activities in order to keep receiving income support payments, and increase chances of finding work. These requirements are outlined in the <i>Social Security Act 1991</i> .
NAR (Non-attendance Report)	Appointment related. If you record a DNAI result for a job seeker, you will need to submit one of these reports.  See also: PAR
NFAA	No Show No Pay failure for activity non-attendance
NFBA	No Show No Pay failure for misconduct at activity
National Customer Service Line (NCSL)	This telephone line is a toll free service that resolves (job seekers, employers or community members) complaints regarding delivery of CDP services.. The service line is managed by the Department of Jobs and Small Business, who send all CDP related issues to you for action as required.

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National Office	National Office in Canberra supports the Regional Network in administering the CDP by providing policy clarification and direction.
Outcome Start Date	The first day of employment for an eligible job seeker that meets the requirement of an Employment Outcome. The day needs to be documented on Our IT System in accordance with any Guidelines.
Partial Capacity to Work or 'PCW'	This is defined in the <i>Social Security Act 1991</i> as an impairment which will prevent the job seeker from participating in 30 hours of work a week, and it is not likely that this will change in the next two years. A PCW can only be determined through an ESAT or JCA.
PAR (Provider Appointment Report)	You submit this report if you want to recommend to DHS that a financial penalty should be applied in relation to the job seeker's non-attendance, and suspend a job seeker's income support payment until they attend their next appointment. A PAR can only be submitted after contact has taken place between the provider and job seeker to confirm that a reasonable excuse does not exist.  See also: NAR
PR (Participation Report)	An electronic report sent by you through the CDP IT System to DHS detailing a Job Seeker's acts of potential non-compliance to their Mutual Obligation Requirements.
Principal Carer Parent (PCP)	A person is a principal carer of a child if: <ul style="list-style-type: none"> <li>the child is a dependent child of the person; and</li> <li>the child has not turned 16.</li> </ul>
Post placement support	The support and assistance you provide jobseekers placed in employment in order to help ensure that they can achieve an Employment Outcome. This may include for example additional training, mentoring, time and financial management training.
Performance Target	A specific, measurable, achievable, relevant and timed target level of performance against one or more measures within the Key Performance Indicators, as set out in any Guidelines, or as notified by the Department.
Police Check	A formal inquiry by an Australian police authority or CrimTrac accredited agency to establish whether a person has a disclosable Offence Record or Serious Offence Record or pending charges for one or more Other Offences or Serious Offences.

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Referral	A referral of a job seeker to you from DHS.
Register	'Register', 'Registration' or 'Registered' means the act of registering the creation or activation of an Eligible Job Seeker's record in the CDPIT System.
RSAS (Remote Schools Attendance Strategy)	A Commonwealth Government funded program to increase school attendance in remote communities.
Regional Network	CDP is administered from the Regional Network (in States and Territories) and is supported by a National Office team.
Re-engagement	The process by which DHS re-engages a Fully Eligible Job Seeker with you following: an incident (or incidents) of non-compliance of their Mutual Obligation Requirements; a period of exemption; or the completion of an approved activity.
Re-engagement Appointment	The appointment made by DHS for you to re-engage the job seeker (see Re-engagement above).
Regional Employment Target (RET)	A Performance Target regarding the number of Eligible Job seekers in a Region who achieve a 26 Week Employment Outcome during a six month performance period, as determined by the Department in accordance with the Guidelines. You will be made aware of this target before the start of the six month performance period.
SEE	Skills for Education and Employment programme funded by the Commonwealth Department of Education and Training. Where it is available, you can refer jobseekers to this programme for support in improving language, literacy and numeracy skills.
Sorry Business	Cultural practices and protocols amongst Indigenous communities associated with death. Sorry Business includes attending funerals and taking part in mourning activities with the community.
Suspension	Suspensions are applied by DHS in response to various situations or circumstances that impact a job seeker's ability to participate in CDP.  When a job seeker is suspended, your provider services (such as their individual Job Plan and case management) are stopped, and will recommence at the end of the suspension.



## Glossary of Terms

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Serious Incident	<p>Any circumstance or incident that occurs during, or as a result of, the services you deliver:</p> <p>a) in which a person suffers an injury for which treatment from a doctor or other health practitioner was sought or ought reasonably to have been sought;</p> <p>b) that draws the attention of the police; or</p> <p>c) where a person dies.</p>
Serious Offence	<p>Concerns one of the following:</p> <p>a) an offence involving the death of, or serious injury to, a person;</p> <p>b) a sex-related offence, including an offence relating to child pornography;</p> <p>c) an offence against a minor; or</p> <p>d) any other offence notified by the Department.</p>
Supervisor	<p>A person who is responsible for supervising eligible job seekers who are participating in an Activity.</p>
Vulnerability Indicator	<p>Is assessed by DHS/Entrelink and is displayed on the Participation Profile screen of the CDP IT system. An indicator of vulnerability is one of the following:</p> <ul style="list-style-type: none"> <li>• financial hardship;</li> <li>• financial exploitation;</li> <li>• failure to undertake reasonable self-care;</li> <li>• homelessness or risk of homelessness.</li> </ul>
Vulnerable Person	<p>An individual who is, or may be, unable to fully take care of themselves, or who is unable to protect themselves against harm or exploitation by reason of age, illness, trauma disability, or circumstantial factors (such as family dynamics).</p>
Vocational/Non vocational	<p>Vocational training refers to foundational and basic skills such as language, literacy and numeracy, personal, health and household management etc. Non vocational training directly meets the need of an employer such as administration, book keeping, hospitality and business management etc.</p>
Work for the Dole (WfD)	<p>This is a term defined by the <i>Social Security Act 1991</i> as an 'approved program of work (in return) for income support payment.' These guidelines usually refer to activities deliver under WfD as a 'work-like activity'.</p>

# Community Development Programme

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## CDP GUIDELINES

## INTRODUCTION TO THE CDP IT SYSTEM

# Introduction to the CDP IT system

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## Introduction to the CDP IT system

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### Introduction

The CDP IT System is a web based IT system that allows you to effectively and efficiently record job seeker servicing requirements on your case load.

*The CDP IT system records the following information:*

- registration information (name, address, date of birth etc.);
- job seeker diary;
- job seeker Job Plans;
- job seeker assessments of barriers and work capacity;
- job seeker record of attendance at activities; and
- case notes made by you on the job seeker.

The CDP IT system sits on the Department of Jobs and Small Business' Employment Services System (ESS).

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### Who has access to the CDP IT system

Any staff member, as determined by your organisation, is able to access the CDP IT system. If you are using, or will use the CDP IT system, you will have a unique User ID and password. Security management is provided by Department of Jobs and Small Business (DJSB) (as owners of the Employment Services IT system) to each organisation. Your organisation will have an Organisation Security Contact (OSC) and a Site Security Contact (SSC) who are responsible for arranging your access to the CDP IT system. They will assign you a group of security roles that determine what you can see and do in the system. You will be able to check your roles in the Tools menu by following the Task Card at the end of this chapter.

The information on the CDP IT system contains privileged information which must be handled appropriately. Please ask your Security Contact for additional information on the rules and responsibilities associated with accessing this privileged information.

If you currently use the ESS you will already have a User ID, password and security roles. In order to access the CDP IT system, your OSC/SSC will need to issue you with an additional CDP role (RJ1-5). This will not impact your existing base role (SPS/SPC/SPN). If you are new to our IT system and will only be delivering CDP, your OSC/SSC will need to issue you with a base role (RJB) and a CDP general role.

CDP General Role	Description
RJ1 – CDP Minimum Access	You have view access to records with the exception of payments pages. You can create/update Calendar sessions and create/update appointments.
RJ2 – CDP Limited Access	You can directly register a job seeker and you can create/update Calendar sessions and create/update appointments.
RJ3 – CDP Medium Access	RJ2 <i>plus</i> you can lodge claims for payment.
RJ4 – CDP High Access	RJ3 <i>plus</i>

## Introduction to the CDP IT system

### Who has access to the CDP IT system

CDP General Role	Description
RJ5 – CDP Senior Administrator Access	RJ4 "LCA" – the ability to assign training to your staff in the Learning Centre. "SCO" – the ability to raise questions in question manager.

### Why you have to use the CDP IT system

You must use the CDP IT system to record elements of your servicing of the job seeker. Recording job seeker attendance at activities and submitting attendance reports back to Centrelink has a direct impact on the service payments that your organisation is entitled to under the Funding Agreement.

If you are new to the CDP IT system you may want to use the training case studies available on the DJSB Learning Centre.

Further information on the process of recording servicing elements in the CDP IT system is provided in the relevant Guideline chapters.



- The system will build a history of recently viewed records and you can 'pin' frequently used job seeker records (such as your individual case load) for quick access.
- You can open multiple tabs and windows simply by doing a 'right mouse' click on a menu item and selecting 'Open in new tab'. This means that you can keep your CDP Calendar open while working with job seeker records.
- For ease of use, the system is designed around 'workflows'. Once you get to the right page, the system will lead you through the process.
- You can print pages and change your settings using standard Internet Explorer features and you can export your caseload into a spreadsheet or print a PDF.

### What does the CDP IT system look like?

The CDP IT system stores a lot of information about the job seekers on your caseload, and it is important that you become familiar with navigating around the system in order to correctly identify the information required to better service your job seeker(s).

When you first access the CDP IT system you will arrive at the CDP Home Page.

#### *The CDP Home Page*

The CDP IT system Home Page is your gateway to CDP information. Our **Noticeboard** helps you monitor what your job seekers are doing and includes links to information about accessibility, privacy, CDP system support and the Provider Portal.

## Introduction to the CDP IT system

### What does the CDP IT system look like?

The CDP Home Page has several 'tiles' (or squares). Each tile will direct you to a specific function or information portal. The following pages will show what each tile looks like and explain the functions that can be executed.

Individual functions that you may need to conduct (*i.e.* create a Job Plan) will be outlined step by step in the relevant chapter's Task Cards.



### The Caseload tile



*This tile enables you to:*

- Search your Caseload for a particular job seeker by entering a Job Seeker Identification (JSID), Customer Reference Number (CRN) or other details. You will only be able to access information about job seekers on your organisation's caseload. Please refer to the Task Card.

*It also enables you to:*

- Search for a job seeker and directly register a job seeker.
- View a job seeker's Case Summary.
- Create and view comments.
- Create a Non Attendance Report (Compliance).
- View Compliance History.
- Refer a job seeker for an Employment Services Assessment (ESAt).
- Create, view and review an Incident Report.
- Assess a job seeker using the Job Seeker Classification Instrument (JSCI).
- Create a Job Plan.
- View a job seeker's Program History (DJSB), Approved Activities and Exemptions from the Department of Human Services (DHS).

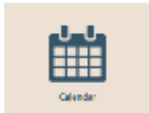
## Introduction to the CDP IT system

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### The Caseload tile

- Update contact details.
  - Setting Challenge Questions.
  - Upload a Résumé.
  - Download a Résumé.
  - Build a Résumé.
  - Delete a Résumé.
  - Résumé Keywords – Extracting and Editing.
  - Résumé – Create, Edit and Delete an Occupation.
  - Résumé – Job Matching.
  - Résumé - Add and Remove Locations.
  - Résumé – Add and Remove Licenses.
  - Résumé - Add and Remove Other Options.
  - View a job seeker's Diary.
  - View a job seeker's Notifications.
  - View a job seeker's Participation Profile.
  - Exit a job seeker from CDP.
- 

### The Calendar tile



*This tile enables you to:*

- View the Calendar and Search for Time and Appointments.
  - Create a Session.
  - Create a Session and Appointment Addresses – to Interview job seekers outside your main Site.
  - Create an Appointment for a job seeker and Record an Appointment Result.
  - Reschedule an Appointment.
  - Create a Recurring Session.
  - Create an Out of Office Session.
- 

### The Payments tile



*This tile enables you to:*

- Search for Activities.
  - Add a new Activity.
  - Place a job seeker in an Activity.
  - List a job seeker's Activity Placements and job seekers who have been placed in an Activity.
  - Record a successful completion of an Activity Placement.
  - Recording Hours in Activity Diary.
- 

### The Overrides tile



*This tile enables you to:*

- Lodging a Special Claim Override.

## Introduction to the CDP IT system

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### The Employer and Vacancies tile



*This tile enables you to:*

- Search for and Create an Employer.
- Search for and Create a Vacancy.
- Record a job seeker's Referral/Placement in a Vacancy.
- Search for a job seeker's Job Placements and job seekers who have been placed in a Vacancy.
- Search for Candidates.

### The Tools tile



*This tile enables you to:*

- View your CDP IT system Security Roles.

### The CDP IT system

#### *Frequently asked question and reference materials*

You should access the CDP IT system bulletin board and the EA Knowledge Base (EAKB) on the CDP IT system to receive the most up-to-date announcements about CDP IT system defects and associated fixes.

#### *Bulletins*

CDP IT Bulletins are a function within the CDP system, which advises users of system issues, changes and upcoming events. It is good practice to make this your first port of call when you log into CDP. This will ensure you get the latest updates on system issues, upcoming webinars and other information that will assist you in your day-to-day activities.

#### *EA Knowledge Base (EAKB)*

The EAKB is an online tool where users can search for articles related to common CDP system issues. The EAKB is accessed from the [Employment and Community Services Network](#) (ECSN) portal.

To be kept up-to-date on current issues, we encourage all users to subscribe to Knowledge article KE244 - Major Current System Issues & General ESS Web and CDP updates. When this article is updated with any major system issues, all subscribers will receive a notification via email.

#### *System access and password related enquiries*

For issues relating to system access, including user creation, user roles and password resets please contact your Organisation Security Contact (OSC) or Site Security Contact (SSC) in the first instance. If they cannot resolve your issue relating to system access, please contact the Employment Systems Help Desk.

Email your query to: [eshelpdesk@jobs.gov.au](mailto:eshelpdesk@jobs.gov.au).



# Introduction to the CDP IT system

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## Managing IT questions

### *How can I avoid delays?*

The most direct way of getting your IT query resolved is to contact the Employment Systems Help Desk via one of the following methods for assistance with system issues:

- Telephone 1300 305 520 between 8.30 am and 5.00 pm Monday to Friday.
- Email your query to: [eshelpdesk@jobs.gov.au](mailto:eshelpdesk@jobs.gov.au).

To ensure emailed queries can be investigated and resolved quickly and efficiently, it is essential that you supply as much relevant information as possible.

### *What information should I provide?*

1. Please provide your User ID, contact details and a detailed description of the issue, including:
  - All relevant IDs. i.e.: job seeker, vacancy, employer, activity and/or payment IDs.
2. Clearly explain what are you trying to do, such as:
  - The number of users experiencing the issue (only you/some/most/all users at your site).
  - Where in the system you are experiencing difficulty (such as which screen?).
  - The exact wording of any error message you receive.
  - A clear screen shot, showing any error message and where/how it is displayed.
  - Details of any EAKB articles, Learning Centre modules, Online Help files or Provider Portal articles relevant to your issue/enquiry.

# Community Development Programme



## CDP GUIDELINES

## INTRODUCTION TO THE CDP IT SYSTEM

## TASK CARDS

# Introduction to the CDP IT system

## PROCESS: View your system Security Roles

### STEP 1

Select the **Tools** from the **Home** page.

### STEP 2

Select **Show Security Claims** from the left hand menu.

The **Security Roles** will display under the 'Value' column.

ClaimType	Value
http://schemas.xmlsoap.org/ws/2005/05/identity/claims/name	g00006
http://deewir.gov.au/ws/2011/03/identity/claims/displayname	PARKER,Graham
http://schemas.xmlsoap.org/ws/2005/05/identity/claims/givenname	Graham
http://schemas.xmlsoap.org/ws/2005/05/identity/claims/surname	PARKER
http://schemas.xmlsoap.org/ws/2005/05/identity/claims/emailaddress	graham.parker@deewir.gov.au
http://deewir.gov.au/es/2011/03/claims/lastLoginDateTimeStamp	20/11/2013 2:42:15 PM
http://deewir.gov.au/es/2011/03/claims/org	XXXX
http://deewir.gov.au/es/2011/03/claims/defaultdata	XXXX
http://deewir.gov.au/es/2011/03/claims/basicrole	SPS
http://deewir.gov.au/es/2011/03/claims/generale	DA
http://deewir.gov.au/es/2011/03/claims/generale	VPL
http://deewir.gov.au/es/2011/03/claims/generale	JA
http://deewir.gov.au/es/2011/03/claims/generale	LCA
http://deewir.gov.au/es/2011/03/claims/generale	SCD
http://deewir.gov.au/es/2011/03/claims/generale	RJS
http://deewir.gov.au/es/2011/03/claims/ospcontract	RUCP

## PROCESS: Search your Caseload

### STEP 1

Select **Caseload** from the **Home** page.

The Caseload Search screen will be displayed.

### STEP 2

Select the **Search Type** from the dropdown list available (either Basic or Advanced).

### STEP 3

Notes: Required fields are marked with an asterisk \*

Caseload Search

Search Type \*  
Advanced

Results Size \*  
100

Community  
Managed By

Job Plan Status  
Placement Status

Placement Type  
Age Group

Period of Service From (Weeks)  
Period of Service To (Weeks)

Time in Program From (Weeks)  
Time in Program To (Weeks)

Postcode

Reset Search

# Introduction to the CDP IT system

## PROCESS: Search your Caseload

Click **Search**.

**Search Results** are displayed at the bottom of the page.

Use the dropdown lists next to each field (i.e. Community, Managed By) to select the information you would like to search on.



You can **Print Results**, **Export Results** to a spreadsheet, or select and **Assign Job Seeker** to a case manager.

### Further Information

When you search your caseload in the CDP IT system, you will be given basic information such as job seeker date of birth and Job Plan status. When you select **job seekers** and click **Export Results**, more information is provided about your job seekers. This includes information such as Referral Date, Managed By, Time with Provider and more.

If you are a manager and your organisation delivers CDP in more than one remote region, you may wish to get access to the Employment Services Reporting portal. You will then have the ability to subscribe to a set of daily reports that allow you to look at caseloads across regions.

The Advanced Search allows you to search on postcode and time spent in CDP. Placement Status allows you to identify your referred, commenced and exited job seekers.

**Note:** when printing, exporting or assigning, you will need to select job seekers first, using the corresponding checkbox. There is a 'select all' box at the beginning of the Search Results.

## PROCESS: The Comments Screen

### Further Information

You should provide comments on the job seeker record each time that you talk or meet with them.



These comments are helpful to understand the interactions you have with the job seeker and provide background information/evidence for complaint

investigations and other activities. It also provides a continuity of servicing should the job seeker move providers.

# Community Development Programme

OFFICIAL

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## COMMUNITY DEVELOPMENT PROGRAMME (CDP)

## OVERVIEW

# CDP Overview

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    Opportunities for Employers ..... 3

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# CDP Overview

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## Introduction

The Community Development Programme (CDP) is a community oriented program designed for remote Australia, providing opportunities for all job seekers to develop skills and transition to employment while they contribute to the goals of their communities.

The CDP provides a broad and flexible range of activities delivered and designed by CDP providers, working in partnership with local job seekers and communities to address their needs and available employment opportunities.

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## Aims of the CDP

The CDP is a community driven programme that prepares job seekers for work while contributing to the goals of the community. The aspirations of the broader community can be addressed by overcoming local issues through local solutions, which in turn supports the individual to achieve their aspirations. CDP activities are designed to respond to the specific needs of local communities and available employment opportunities. Providers can tailor a package of assistance to each individual job seeker based on their needs and readiness for employment.

Finding a job in a remote community is very different from finding a job in a major city. Some of the communities that are serviced by CDP have fewer than 20 residents and are located in very isolated regions of Australia. Remote communities tend to have fewer businesses and employers, and are located long distances from larger jobs markets.

CDP aims to overcome these challenges for remote job seekers. The programme goals are to ensure that:

- Job seekers are skilled to meet the needs of local employers;
- Work-like activities are delivered that benefit job seekers and their local community; and
- Job seekers get a job and keep it.

CDP offers job seekers a pathway to incrementally build their skills, experience and work-readiness through work-like activities and placements in real work settings.

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## Eligibility for CDP services

Eligibility criteria for income support payments are set out in social security law, and apply to all recipients regardless of whether they live in remote or non-remote Australia. The CDP applies equally to all job seekers living in remote Australia, including Indigenous and non-Indigenous people. Generally, all individuals living in remote Australia receiving income support payments and looking for a job are eligible to receive CDP services. Individuals not on income support may volunteer to participate in CDP.

The need to undertake mutual obligations as a condition of income support, and penalties for not undertaking these obligations are rules that apply to all Australians. All activity-tested job seekers, whether they live in the major cities or remote communities, have Mutual Obligation Requirements of up to 25 hours a week. In CDP regions, these Mutual Obligations Requirements are generally work-like activities, which include work for the dole activities, community and cultural activities, and training and support to overcome barriers.

## CDP Overview

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### Eligibility for CDP services

Most job seekers receiving income support payments are required to participate in CDP services to continue to receive their income support. Indigenous and non-Indigenous job seekers aged 18 to 49 years participate in work-like activities five days a week, 12 months a year with leave provisions and a range of exemptions available. A broad and flexible range of activities are designed and delivered by CDP providers. CDP services also assist vulnerable job seekers and job seekers with a disability, with providers taking into account their capacity to participate in the programme and their individual needs and support requirements.

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### Support for CDP job seekers

CDP provides a framework to help each job seeker make positive contributions to their community and take up available employment opportunities. Their pathway is shaped by their individual circumstances, goals, aspirations and the opportunities available to them.

In addition to support being tailored to individual job seekers, CDP is also shaped by each local community, through:

- **Being community driven** – providers work with their local communities to highlight the potential of the programme and how it can work in the local environment. Providers also listen to what the community would like CDP to deliver for them and incorporate this into the development of CDP activities. CDP can also work in partnership with other programs and community groups to achieve better outcomes for all parties;
- **Catering to job seeker needs** – CDP services meet the needs of all job seekers, being mindful they each have different interests and levels of work readiness. The range of services allow job seekers to move along the right pathway for them;
- **Tailoring to local employment opportunities** – CDP providers work with employers to understand existing opportunities and potential opportunities in the pipeline; and
- **Building partnerships** – CDP providers build partnerships to improve the delivery of CDP and take advantage of other programs delivered in their region(s). This may include programs or initiatives of local councils or State/Territory agencies, such as infrastructure, health or housing projects.

A CDP provider's service delivery is influenced by all of the above factors. Providers that acknowledge and respond to these factors can effectively support individual job seekers to take up the range of services on offer.

Job seekers typically have access to an extensive range of CDP activities. Activities can be vocationally based, for example: learning construction skills leading directly to paid employment; working in a local market garden and assisting the community achieve health and wellbeing outcomes; and participation in social enterprises such as Op Shops where job seekers learn product sales, business planning and retail-type skills. A range of non-vocational activities such as mental health support and drug and alcohol rehabilitation are also available to help job seekers address barriers to work and participation in the community.



## CDP Overview

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### Support for CDP job seekers

Furthermore, there is flexibility for providers to deliver activities specifically designed to enable communities and individuals to enrich and preserve culture. This includes supporting men and women in promoting, revitalising and maintaining traditions, language and cultural heritage and through the creation of arts, crafts and bush products.

A package of support for a job seeker will typically include a combination of:

- vocational and non-vocational training (including on-the-job training);
- essential skills training and assistance to overcome personal barriers to employment (for example, literacy problems);
- job search assistance;
- work-like activities designed to boost the job seeker's skills and experience;
- job placements and work experience placements;
- support for job seekers and employers when a job seeker gains employment; and
- mentoring.

Support provided under the CDP has helped bring positive change to remote job seekers, families and communities. Remote job seekers are now standing up and participating, building daily routines and establishing social norms. Many remote job seekers have a renewed sense of pride as they are contributing to their communities.

### *Opportunities for Employers*

CDP providers work with local employers to understand their workforce needs and employee requirements. This enables them to deliver appropriate activities that prepare job seekers for current and future employment opportunities.

Activities are an important step in building a job seeker's skills, but they are not an end destination. CDP supports the transition from activities into employment by giving job seekers experience in real workplaces. To achieve this, providers:

- build strong links with employers to identify ongoing job opportunities, training and work experience pathways and to understand employers' workforce needs now and in the future;
- offer work experience arrangements with employers;
- regularly assess the suitability of job seekers on their caseload for job opportunities with employers;
- provide the job seeker with Post-placement Support as they commence in employment for up to 26 weeks; and
- support employers for the first 26 weeks of a job seeker's employment placement.

Employers are encouraged to take on CDP job seekers from remote areas for up to 26 weeks in a work experience placement. A work experience placement is a long term opportunity. It can be up to 25 hours a week or 50 hours worked flexibly over a fortnight depending on the job seeker's Mutual Obligation Requirements. During this time, job seekers remain on income support and have obligations under the CDP.

## CDP Overview

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### Work Experience

**Note:** Work experience was previously called a hosted placement.

Work experience may be in a business, social enterprise, not-for-profit organisation, entity related to the provider, or a state/territory or local government agency.

A work experience placement offers:

- a boost to the job seeker's employability by increasing their work experience;
- demonstration to a job seeker of what is expected in a workplace and the expectations of employers;
- a prospective employer the opportunity to see how a job seeker performs in the workplace;
- improvements to a job seeker's self-esteem; and
- encouragement to a job seeker to get into paid employment, rather than rely on welfare.

Providing job seekers with work experience is a critical link to facilitating their transition into paid employment, however, there are rules in place to ensure job seekers who take part are protected, and to make sure placements do not displace paid jobs. For this reason, the following limits apply to the number of job seekers that can be placed in work experience in a workplace at any one time:

- Employers with up to 10 employees can offer up to two work experience placements.
- Employers with 11 to 20 employees can offer one work experience placement for every five ongoing employees.
- Employers with over 20 employees, including businesses and government agencies, can have four work experience placements plus one additional placement for every 10 ongoing employees.

PM&C may approve additional work experience placements on a case by case basis, but this will be monitored closely to ensure they are not displacing existing jobs.

Work experience placements are a great way to help build the skills and employability of job seekers. This is why a work experience placement must be as work-like as possible. Employers will need to ensure there is a reasonable ratio of job seekers to employees. That way, job seekers will be well-supervised and able to learn from workmates. Job seekers in work experience placements will require on-the-job training and appropriate supervision. Employers can negotiate a payment with the local CDP provider to cover these costs.

Employers can contact their local CDP provider and ask them to suggest a suitable job seeker. Details on how to find a provider can be found at the end of this document. Employers can also advertise directly and select job seekers for work experience placements, provided they are CDP participants.

Employers must enter into a contract with the CDP Provider to define work experience arrangements, including the supervision of participants and reporting of attendance.

## CDP Overview

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### Work Experience

Providers can also assist with support such as mentoring and training for a job seeker in a work experience placement.

Employers are encouraged to offer employment to CDP participants at the end of their placement. To assist in the conversion of work experience into real jobs, employer incentive funding is available as outlined below.

#### *Employer Incentive Funding*

Under CDP, incentive funding is available for employers to help Australian businesses manage the costs of employing remote job seekers. Transitioning a remote job seeker into the workforce can offer employers many opportunities and rewards, although some job seekers may need a little more support as they settle into their new workplace.

Employers can use Employer Incentive Funding in any way they choose, including to cover additional training and supervision costs or as a wage subsidy. The incentive is paid once a remote job seeker has been employed full time for 26 weeks and is payable through the CDP provider. An employer is eligible to receive a one-off payment of up to \$7,500 (exclusive of GST) for full time employees or up to \$3,750 (exclusive of GST) for part time employees.

The 26 weeks of employment do not need to be consecutive, though they must be with the same employer. A job seeker can have a break of up to four weeks in each 13 week period. This could be for the job seeker to take cultural leave, to manage short seasonal gaps, or down time between projects. Paid annual leave or paid sick leave does not count as a break.

For more information on assistance with finding employees, work experience arrangements and Employer Incentive Funding, employers are encouraged to contact their local CDP provider. Information on how to do this is provided in **More Information** on page 7.

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### Partnership arrangements and linkages with CDP

The CDP is a community-driven programme that requires effective partnerships and linkages with employers, community groups, and other key organisations and programs. The various ways in which any of these stakeholders can become involved in CDP will vary from community to community.

CDP providers develop linkages and partnerships with local authorities, organisations and employers to maximise opportunities for job seekers and to benefit communities. For example, they may deliver an activity in partnership with the local council that involves planting shrubs and bushes and regenerating community areas. This would provide a meaningful and work-like activity for job seekers and allow them to gain valuable skills and experience.

The council may supply the shrubs, fertilizers, etc. and the provider would supply the tools required for the activity and a suitable supervisor and job seekers to participate.

## CDP Overview

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### Partnership arrangements and linkages with CDP

This initiative benefits all parties, as the job seekers are able to attend a quality activity, the council gets the shrubs planted, the provider delivers a work-like activity at a reduced cost, and the community enjoys access to a revegetated area.

Partnership arrangements, including who pays for what, will vary depending on the provider involved and the activity being delivered and would need to be negotiated on a case by case basis. The general rule is that an activity should not compete with a local business or displace a real job.

CDP providers may also arrange for an organisation to host an activity for a group of job seekers on their behalf. These differ from a work experience placement with an employer as they are usually with an organisation normally staffed by volunteers, such as in a women's centre, a men's shed or a charity store, and are therefore not subject to limits on numbers or duration as per work experience arrangements with an employer.

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### Supporting local employment markets

The CDP also supports local employment markets through economic and enterprise development to increase the number of employment opportunities. CDP activities can be used to generate income, establish new enterprises and keep more income locally. They can also be used to build skills and develop goods and services that community members want, such as furniture, clothes lines, smoke alarm installation, outdoor shelters and other minor construction projects. Establishing sustainable enterprises can build wealth and empower remote communities to take control over their future.

The Indigenous Entrepreneurs Fund (IEF) primarily targets Indigenous businesses in regional and remote Australia. Through the IEF, prospective Indigenous enterprises can receive business advice and support to apply for commercial finance. Where commercial finance is not available, grant funding is available for the purchase or lease of plant and equipment infrastructure.

A range of funding and programs are available in remote regions to support the establishment and growth of new and existing businesses.

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### How the CDP is administered

While the CDP delivers employment service in remote regions, it is only one component of Australia's social security system. Other Government agencies have a role in administering the policy for employment services programs. The Department of the Prime Minister and Cabinet (PM&C) for CDP, Department of Jobs and Small Business (DJSB) for jobactive and Department of Social Services (DSS) for Disability Employment Services. The Department of Human Services (DHS) is the service delivery agency responsible for the delivery of the overarching social security system that CDP operates within.

PM&C is responsible for engaging providers to deliver employment services to job seekers in remote Australia. Specifically, PM&C implements the CDP in accordance with social security law, and develops policy advice on the programme. PM&C also monitors and manages the performance of CDP providers to ensure remote job seekers receive a

## CDP Overview

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### How the CDP is administered

high standard of service and are provided with appropriate activities to meet their Mutual Obligation Requirements under law.

Through the Regional Network, PM&C maintains an 'on-the-ground' presence, which supports active engagement with communities, providers and other stakeholders.

DJSB is responsible for the National Jobseeker Compliance Framework and participation policies for income support payments, which are activity tested. Further, the agency is responsible for policy related to the Job Seeker Classification Instrument (JSCI), which is used by DHS and providers to assess a job seeker's barriers and work capacity. DJSB also administers jobactive, which operates in urban and regional areas of Australia.

DSS is responsible for income support and participation policy for people of working age and policy for Employment Services Assessments (ESAt) and Job Capacity Assessments (JCS). DSS also administers the Disability Employment Services (DES) program, which operates alongside jobactive in non-remote regions of Australia. This service provides employment support to people with disabilities, injuries or health conditions.

The policies of these individual agencies come together through DHS service delivery. DHS delivers services in relation to income support received by remote job seekers (including assessing eligibility and paying income support), administers the National Jobseeker Compliance Framework (penalties for non-compliance), and refers remote job seekers to the CDP. Further, DHS assesses and determines a job seeker's work capacity and Mutual Obligation Requirements, including whether exemptions for medical incapacity, undertaking cultural business, and other special circumstances should apply.

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### More Information

For more information about the CDP and other opportunities for economic development in remote Australia you can visit the Department of the Prime Minister and Cabinet's website at: <https://www.pmc.gov.au/CDP>

The Department of the Prime Minister and Cabinet Regional Network (PM&C Regional Network) provides an on the ground presence that supports active engagement with communities, providers and other stakeholders. The department's website has a list of regional network office addresses at: [www.dpmc.gov.au/contact-us/regional-network-addresses](http://www.dpmc.gov.au/contact-us/regional-network-addresses)

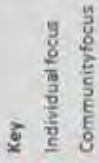
To find the contact details of the CDP provider in your local area, you can use the Australian Government's JobSearch tool, which allows you to search by town or postcode. You can find the tool by visiting: [Find Your Employment Services Provider](#)

CDP providers should refer to the CDP Manual for detailed information on operational elements of the programme.

# How the Community Development Programme works

Every community is different and CDP responds by  
 being community driven | catering to caseload needs | tailoring to local employment opportunities | building partnerships

to deliver positive outcomes to benefit the community



## GETTING TO KNOW THE JOBSEEKER

Providers work with job seekers to understand the specific and tailored support they need

- Assessments**
  - Skills and strengths
  - Work Capacity
  - Aspirations
  - Difficulties obtaining work
- Individual plans**
  - Package of support
  - Right starting point
  - Pathway to a job
  - Every plan and pathway is different

## CDP JOBSEEKER PATHWAYS

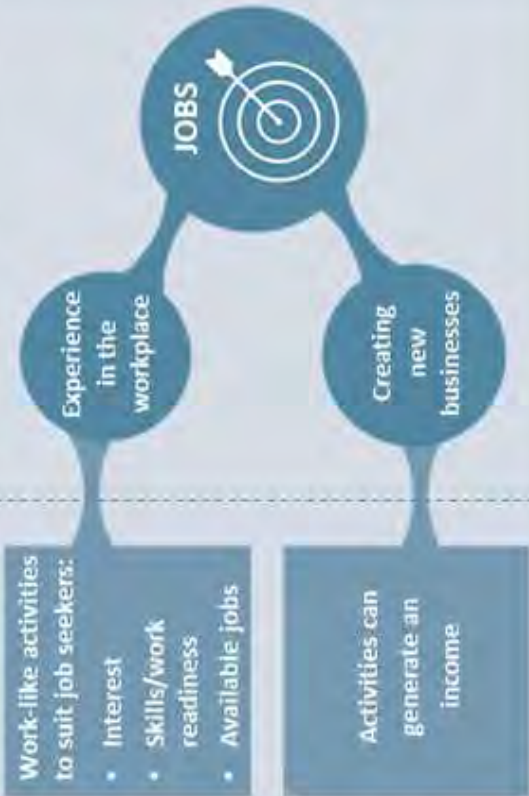
### BUILDING JOB READINESS

Providers offer a variety of activities to suit the needs of their caseload and local employers

- Skills increase within or between activities
- Work-like activities to suit job seekers:
  - Interest
  - Skills/work readiness
  - Available jobs

### LINKING TO JOBS

Providers support a transition from activities to employment in a way that suits the job seeker's individual pathway



- Assistance built into activities or separate
- Activities can generate an income

## ONGOING SUPPORT

- Regular contact
- Respond to changes
- Progress along a pathway
- Engage through incentives and compliance
- On-the-job support

# Community Development Programme

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## CDP GUIDELINES

## GLOSSARY OF TERMS

# Glossary of Terms

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## Glossary of Terms

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### Introduction

This guideline chapter has been developed to assist you in understanding some of the commonly used terms or acronyms that you may come across in your reading of the guideline chapters or hear your co-workers use in the office.

This list is not exhaustive, and will be updated from time to time as required.

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### Glossary of Terms

Term	Definition
Activity(ies)	The activities in which eligible job seekers participate, that you are required to conduct under the CDP Funding Agreement.  Work-like activities are run by providers for job seekers under the Commonwealth program Work for the Dole. Activities are required under the Funding Agreement.
Activities that generate income (AGI)	AGI concerns activities that generate income based on the goods and services provided.
Activity diary	In the CDP IT system there is a section which allows the provider to record a job seeker's attendance at activities.
Appointment(s)	The time(s) when the provider and the job seeker meet, in accordance with the Funding Agreement.
Account Manager	The person(s) who has the authority to receive, sign and approve requests made by you. Account Managers are based in the Regional Network.
Accredited Course	A program of structured, formal training or education which results in qualification under the Australian Qualifications Framework.
Activity Payments	Refers to the Work for the Dole payments and Basic Payments.
Assessment	A formal assessment of an eligible job seeker's job readiness which you are to conduct in accordance with the requirements outlined in these Guidelines. An assessment involves consideration of the job seeker's current skills and work experience as well as any level of disadvantage.

# Glossary of Terms

## Glossary of Terms

Barrier	<p>An impairment that a job seeker may have to entering the workforce, or fully engaging in employment services.</p> <p>These can be <i>vocational barriers</i>, meaning a lack of appropriate training, skills or qualifications (for example, literacy problems, or not holding a driver’s licence).</p> <p>Barriers can also be <i>non-vocational</i>, meaning any other form of impairment, such as a physical or intellectual impairment, homelessness, drug or alcohol addiction, or mental illness.</p>
Basic Services	<p>The Services of that name as described in RAC1, which are to be provided by the provider to all eligible job seekers. These are Remote Services you must offer to all eligible job seekers, to provide them with the integrated case management and support they need in order to find and keep a job.</p>
Basic Payment	<p>The payment made to you for providing basic services to eligible job seekers in a calendar month. The payments will be reduced on a pro-rata basis if you do not provide remote services in respect to an eligible job seeker for a full calendar month.</p>
Basic Rate	<p>A term in the Social Security Act 1991 (Cth.) relating to the payment of Income Support.</p>
Comments field	<p>A free text field within the CDP IT system which allows providers to insert notes/comments on discussions with job seeker. A valuable tool in keeping a record of the participant in CDP and also useful to DHS.</p>
Comprehensive Compliance Assessment (CCA)	<p>CCA ensures an assessment occurs when a job seeker has difficulty meeting their Mutual Obligation Requirements. CCA investigations aim to determine whether: a job seeker is being intentionally non-compliant; the job seeker is genuinely trying to meet their Mutual Obligation Requirements; or any other factors that may have had an impact on the job seeker’s ability to participate.</p>
CoCR (Change of Circumstances Reassessment)	<p>See: ESAt</p>
CRN (Customer Reference Number)	<p>Centrelink issues a unique identifying reference number to all customers, including job seekers.</p>
Code of Practice and Service Guarantee	<p>A document stating what services you will deliver to the job seeker, community and employers and to what standard.</p>

## Glossary of Terms

### Glossary of Terms

Conflict of Interest	Occurs when you engage in any activity or obtain any interest that is likely to interfere with or restrict you in providing services to the department, job seekers, employers or the community fairly and independently.
Commencement	Commencement means the time at which you have recorded the completion of the initial Interview for an Eligible Job Seeker in the CDP IT System.
Contact	Contact between you and an Eligible Job Seeker in accordance with clauses 6 to 8 of RAC1.
Customer Feedback Register	The list of customer feedback (including complaints) kept by you for each of your Region(s).
Department of Human Services (DHS)	The Commonwealth Department of Human Services manages Centrelink agencies, which are responsible for administering payments and services in the social services space.
Department of Jobs and Small Business (previously known as Department of Employment or DoE)	The Commonwealth Department of Jobs and Small Business, is responsible for managing jobactive contracts. The CDP IT System is a part of the IT infrastructure owned by the Department of jobs and Small Business.
Direct Registration	Occurs when you register an Eligible Job Seeker who does not have a Referral (i.e. if someone walks into your office and requests assistance in finding a job and meets the criteria as an eligible job seeker), in accordance with clause 3 of RAC1 and any Guidelines.
Disability Employment Services (DES)	DES provides specialist help for people with disability, illness or injury to find and keep a job. DES providers do not deliver services in CDP Regions.
Disability Support Pension (DSP)	The DSP provides financial assistance to individuals who have a permanent physical, intellectual or psychiatric condition that prevents them from working. Job seekers receiving the DSP may or may not have mutual obligations. The CDP IT System will indicate this for you.
DNAD (Did Not Attend Discretionary)	A possible attendance result for activities and appointments in a job seeker's Job Plan.
DNAI (Did Not Attend Invalid)	The attendance result entered by you for a job seeker who does not attend an appointment or activity set and agreed by you and the job seeker. Invalid means that you do not consider the job seeker's excuse to be reasonable (valid).

## Glossary of Terms

### Glossary of Terms

DNAV (Did Not Attend Valid)	The attendance result entered by you for a job seeker who does not attend an appointment or activity set and agreed by you and the job seeker. Valid indicates that you do consider the job seeker's excuse to be reasonable.
Early School Leaver (ESL)	A job seeker who is aged under 22, has not completed Year 12 (or equivalent) and receives Youth Allowance.
Eligible job seeker	A job seeker who is identified as eligible for CDP through the CDP IT system, based on criteria set by legislation.
Employer	An entity that has the legal capacity to enter into a contract of employment with an Eligible Job Seeker.
Employer Incentive Funding (IEF)	Funding that is provided to providers to be used solely to pay employers who have employed an eligible job seeker so as to meet an Employment Outcome after a 26 Week Period.
Employment Outcome	A Full Employment Outcome and Part-Time Employment Outcome, as described in 46.3 of RAC1.
ESAt (Employment Services Assessment)	An Assessment conducted by DHS Assessment Services which determines an Eligible Job Seeker's barriers to employment and work capacity.
Employment Systems Helpdesk	Means the Department of Jobs and Small Business's centralised point of IT support for employment service providers in relation to the CDP IT System.
ESL (Early School Leaver)	An ESL is a person who is in receipt of Youth Allowance (other), is under 22 years of age and has not completed Year 12 (the final year of secondary school) or an equivalent level of education (Certificate III level or above, under the Australian Qualifications Framework).
Exemption	Circumstances recorded by DHS, resulting in an exemption from a Fully Eligible Job Seeker's Activity Test Requirements for a specified period of time.
Exit	An exit allows a job seeker to permanently leave CDP. The job seeker will be removed from your caseload.  An <i>Effective Exit</i> occurs through the CDP IT system and does not require any follow up action from you.
Financial Viability Processing	Annual financial monitoring and financial viability services performed for PM&C by Department of Jobs and Small Business.

## Glossary of Terms

### Glossary of Terms

Full Employment Outcome	The duration of a Fully Eligible Job Seeker's meeting requirements of clause 4.3 of RAC1 for the outcome. 13 week and 26 week outcomes are available.
Full-Time Site	A site of your organisation that is open Monday to Friday 9am – 5pm or as otherwise agreed by the Department.
Full-time (activity tested)	Full time (activity tested) Mutual Obligation Requirement hours are generally 50 hours per fortnight.  Partial (activity tested) Mutual Obligation Requirements are usually 30 hours except where a reduced work capacity has been determined by an ESAt.
Full-Time Study	In accordance with any Guidelines:  a) A University course that, for the purposes of the Higher Education Contribution Scheme, represents a standard student load for the equivalent of full-time student;  b) a course that is at least 15 class contact hours a week; or  c) a course determined as being full-time by the relevant educational institution.
Funding Agreement or CDP Funding Agreement (RJCP Funding Agreement 2013-2018)	The deed between PM&C (on behalf of the Commonwealth of Australia) and providers to deliver CDP services. The agreement consists of documents known as the General Terms and Conditions; the Remote Activity Conditions (RACs); the Particulars; an Activity Schedule and the Guidelines. The agreement refers to the former Remote Jobs and Community Programme 2013-18, but is still valid for CDP.
Guidelines	Guidelines as described in the Funding Agreement and amended by the Department from time to time. Guidelines are published for reference on the Provider Portal, and may be downloaded and printed for quick reference.
Group-based Activity	An activity which has more than one job seeker.
Host	An organisation which provides work-like activities for job seekers under arrangement with the CDP provider.
Hosted Activity	Work-like activities can be established by providers or under host arrangements within the region. Host organisations can be not-for-profit organisations, businesses, social enterprises, entities related to the provider, or state, territory or local government agencies.
Hosted Placement (work experience)	When an employer takes on a job seeker for experience in a real workplace.

# Glossary of Terms

## Glossary of Terms

Income Support Payment	The payment provided to the job seeker by Centrelink (DHS) in return for the job seeker meeting the relevant Mutual Obligation Requirements (eg. Newstart Allowance, Youth Allowance, Disability Support Pension etc.).
Initial interview	An initial meeting between the provider and the job seeker in accordance with the Funding Agreement. At this Interview, the JSCI will be conducted, a copy of the Code of Practice will be handed to the job seeker and a Job Plan will be prepared and agreed by you and the job seeker. A subsequent Monthly Contact appointment will also be made.
Intervention Management Tool (IMT)	The IMT is in the CDP IT system, and is a single location to record and manage a job seeker’s identified barriers and subsequent interventions organised by you to address those barriers. You may also include additional barriers to the IMT if you are made aware of any during your interactions with the job seeker.
Intervention for Non-Vocational Barriers	A program or course of action to overcome a non-vocational barrier to employment – for example, a drug and alcohol addiction program, mental health interventions and interventions that deal with domestic violence/anger management.
JCA (Job Capacity Assessment)	An assessment conducted by DHS Assessment Services to determine eligibility for the Disability Support Pension and includes assessment of barriers to employment and work capacity.
Job Plan	<p>Social Security Law states that job seekers need to have an 'employment pathway plan.' The Job Plan fulfils these requirements by outlining the provision of services to a job seeker, and Job Plans are tailored to each individual job seeker.</p> <p>The Job Plan is created and agreed at the job seeker’s initial interview and reviewed at the Monthly Contact meeting with the job seeker, or as circumstances arise that may affect the content of the Job Plan.</p>
JobSearch	This is an important part of satisfying Mutual Obligation Requirements. Job seekers must actively seek and undertake paid work (provided that it is not unsuitable). Job seekers must generally seek work in a variety of fields, not just those in which they have qualifications or experience.
www.jobsearch.gov.au	A website operated by the Australian Government where job vacancies can be posted and searches for employment service providers can be conducted.

## Glossary of Terms

### Glossary of Terms

JSCI (Job Seeker Classification Instrument)	A self-report questionnaire that can be conducted via the CDP IT System or on paper (and later entered into the CDP IT System). This assessment is reliant on the honesty of the job seeker and their ability to disclose relevant details.
JSID (Job seeker identification number)	This number is generated by the Department of Jobs and Small Business through the CDP IT system.
JRRR/JEHR	Systems-based assessment tools accessed through the CDP IT system that measure the level of reduction achieved in the jobseeker's basic rate of income support payments. These tools establish whether a jobseeker has achieved an employment outcome.
Language Literacy Numeracy (LLN)	The LLN program seeks to improve participants' language, literacy and/or numeracy, to enable them to participate more effectively in training or in the labour force and lead to greater gains for them and society in the longer term.
Mentor	A skilled and knowledgeable person who imparts their skill and knowledge to a less skilled and knowledgeable person. A Mentor may be a community elder or an Aboriginal and Torres Strait Islander person with cultural knowledge and community endorsed authority.
Monthly Contacts	The primary method you will use to build a tailored package of support for a job seeker, by holding regular appointments with them to stay updated on their situation and achievements, and help them progress along the pathway to employment.
Mutual Obligation Requirements	Job seekers have to participate in approved activities in order to keep receiving income support payments, and increase chances of finding work. These requirements are outlined in the <i>Social Security Act 1991</i> .
NAR (Non-attendance Report)	Appointment related. If you record a DNAI result for a job seeker, you will need to submit one of these reports.  See also: PAR
NFAA	No Show No Pay failure for activity non-attendance
NFBA	No Show No Pay failure for misconduct at activity
National Customer Service Line (NCSL)	This telephone line is a toll free service that resolves (job seekers, employers or community members) complaints regarding delivery of CDP services.. The service line is managed by the Department of Jobs and Small Business, who send all CDP related issues to you for action as required.

## Glossary of Terms

### Glossary of Terms

National Office	National Office in Canberra supports the Regional Network in administering the CDP by providing policy clarification and direction.
Outcome Start Date	The first day of employment for an eligible job seeker that meets the requirement of an Employment Outcome. The day needs to be documented on Our IT System in accordance with any Guidelines.
Partial Capacity to Work or 'PCW'	This is defined in the <i>Social Security Act 1991</i> as an impairment which will prevent the job seeker from participating in 30 hours of work a week, and it is not likely that this will change in the next two years. A PCW can only be determined through an ESAt or JCA.
PAR (Provider Appointment Report)	You submit this report if you want to recommend to DHS that a financial penalty should be applied in relation to the job seeker's non-attendance, and suspend a job seeker's income support payment until they attend their next appointment. A PAR can only be submitted after contact has taken place between the provider and job seeker to confirm that a reasonable excuse does not exist.  See also: NAR
PR (Participation Report)	An electronic report sent by you through the CDP IT System to DHS detailing a Job Seeker's acts of potential non-compliance to their Mutual Obligation Requirements.
Principal Carer Parent (PCP)	A person is a principal carer of a child if: <ul style="list-style-type: none"> <li>the child is a dependent child of the person; and</li> <li>the child has not turned 16.</li> </ul>
Post placement support	The support and assistance you provide jobseekers placed in employment in order to help ensure that they can achieve an Employment Outcome. This many include for example additional training, mentoring, time and financial management training.
Performance Target	A specific, measurable, achievable, relevant and timed target level of performance against one or more measures within the Key Performance Indicators, as set out in any Guidelines, or as notified by the Department.
Police Check	A formal inquiry by an Australian police authority or CrimTrac accredited agency to establish whether a person has a disclosable Offence Record or Serious Offence Record or pending charges for one or more Other Offences or Serious Offences.



## Glossary of Terms

### Glossary of Terms

Referral	A referral of a job seeker to you from DHS.
Register	'Register', 'Registration' or 'Registered' means the act of registering the creation or activation of an Eligible Job Seeker's record in the CDPIT System.
RSAS (Remote Schools Attendance Strategy)	A Commonwealth Government funded program to increase school attendance in remote communities.
Regional Network	CDP is administered from the Regional Network (in States and Territories) and is supported by a National Office team.
Re-engagement	The process by which DHS re-engages a Fully Eligible Job Seeker with you following: an incident (or incidents) of non-compliance of their Mutual Obligation Requirements; a period of exemption; or the completion of an approved activity.
Re-engagement Appointment	The appointment made by DHS for you to re-engage the job seeker (see Re-engagement above).
Regional Employment Target (RET)	A Performance Target regarding the number of Eligible Job seekers in a Region who achieve a 26 Week Employment Outcome during a six month performance period, as determined by the Department in accordance with the Guidelines. You will be made aware of this target before the start of the six month performance period.
SEE	Skills for Education and Employment programme funded by the Commonwealth Department of Education and Training. Where it is available, you can refer jobseekers to this programme for support in improving language, literacy and numeracy skills.
Sorry Business	Cultural practices and protocols amongst Indigenous communities associated with death. Sorry Business includes attending funerals and taking part in mourning activities with the community.
Suspension	Suspensions are applied by DHS in response to various situations or circumstances that impact a job seeker's ability to participate in CDP.  When a job seeker is suspended, your provider services (such as their individual Job Plan and case management) are stopped, and will recommence at the end of the suspension.

## Glossary of Terms

### Glossary of Terms

<p>Serious Incident</p>	<p>Any circumstance or incident that occurs during, or as a result of, the services you deliver:</p> <p>a) in which a person suffers an injury for which treatment from a doctor or other health practitioner was sought or ought reasonably to have been sought;</p> <p>b) that draws the attention of the police; or</p> <p>c) where a person dies.</p>
<p>Serious Offence</p>	<p>Concerns one of the following:</p> <p>a) an offence involving the death of, or serious injury to, a person;</p> <p>b) a sex-related offence, including an offence relating to child pornography;</p> <p>c) an offence against a minor; or</p> <p>d) any other offence notified by the Department.</p>
<p>Supervisor</p>	<p>A person who is responsible for supervising eligible job seekers who are participating in an Activity.</p>
<p>Vulnerability Indicator</p>	<p>Is assessed by DHS/Entrelink and is displayed on the Participation Profile screen of the CDP IT system. An indicator of vulnerability is one of the following:</p> <ul style="list-style-type: none"> <li>• financial hardship;</li> <li>• financial exploitation;</li> <li>• failure to undertake reasonable self-care;</li> <li>• homelessness or risk of homelessness.</li> </ul>
<p>Vulnerable Person</p>	<p>An individual who is, or may be, unable to fully take care of themselves, or who is unable to protect themselves against harm or exploitation by reason of age, illness, trauma disability, or circumstantial factors (such as family dynamics).</p>
<p>Vocational/Non vocational</p>	<p>Vocational training refers to foundational and basic skills such as language, literacy and numeracy, personal, health and household management etc. Non vocational training directly meets the need of an employer such as administration, book keeping, hospitality and business management etc.</p>
<p>Work for the Dole (WfD)</p>	<p>This is a term defined by the <i>Social Security Act 1991</i> as an 'approved program of work (in return) for income support payment.' These guidelines usually refer to activities deliver under WfD as a 'work-like activity'.</p>

OFFICIAL

# PROVIDER PERFORMANCE

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# Provider Performance

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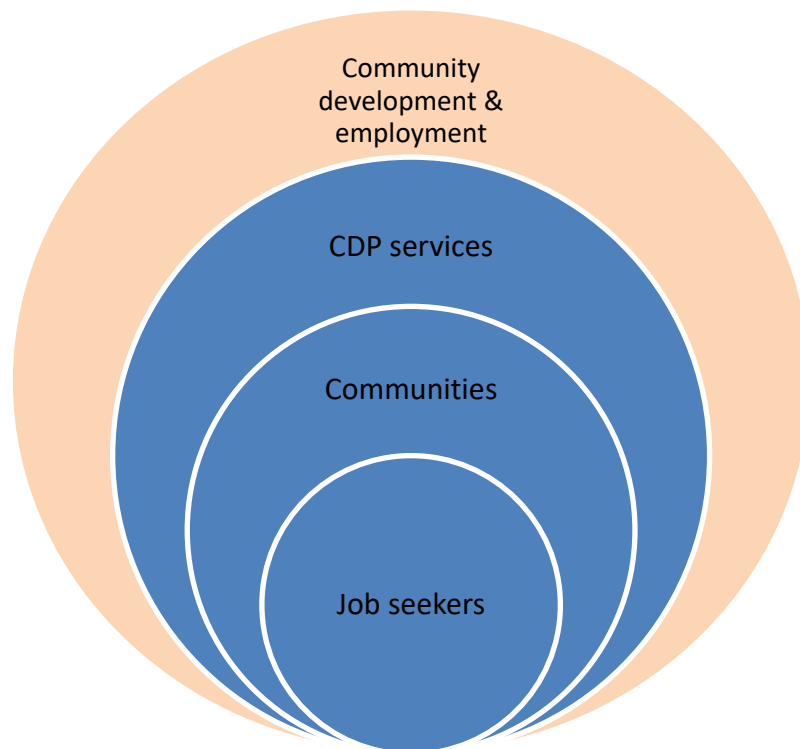
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### Introduction

The Department of the Prime Minister and Cabinet (PM&C) undertakes regular Provider Performance Reviews (PPR). These reviews are an opportunity to assess the quality of your service against the requirements in the CDP Funding Agreement and Operational Guidance, as well as to provide you with feedback for continuous improvement.

Job seekers and their communities are at the centre of every PPR. Strong performing providers work with job seekers and communities as equal partners in shaping the service designed to support them. This involves treating job seekers and communities as experts in their aspirations and needs, and empowering them with information and opportunities to express this expertise.

By working in collaboration with job seekers and communities, you are best placed to achieve community development and employment outcomes together.




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### Key Performance Indicators

This section outlines how PM&C will assess your performance.

This section may be updated at the start of a PPR period to reflect changes for the upcoming assessment. This version has been updated for the PPR8 assessment period beginning April 2019.

Ordinarily, PM&C will assess your performance every six months against the Key Performance Indicators (KPIs) in the CDP Funding Agreement:

**KPI 1:** Quality support for all eligible job seekers (20% weighting)

**KPI 2:** Appropriate and quality activities, tailored to participants, the community and economy (45% weighting)

## Provider Performance

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### Key Performance Indicators

KPI 3: Employment and community outcomes (35% weighting).

The KPIs are comprised of performance measures detailed in this section. For each PPR you will receive an overall result determined by a weighted average of each performance measure as detailed in this section.

PM&C will provide you with a summary of your results for each measure, KPI and overall result through Qlik reports. This will be accompanied by written and verbal feedback that identifies the strengths in your performance and opportunities for improvement.

### Summary of changes (April 2019)

This section has been refined to strengthen quality service delivery and reflect the reforms introduced on 1 March 2019, including flexible hours, Community Advisory Boards and the new provider payment model.

#### *Measure 1 (case management support)*

In order to reflect the flexible hours policy, PM&C will assess whether you have considered a job seeker's needs and interests when selecting a time to schedule them in activities.

#### *Measure 3 (community engagement)*

The description for this measure has changed to better align with the Operational Guidance (previously 'consultation with communities').

PM&C will now assess how well you have:

- informed job seekers and the community about the opportunities, parameters and potential activities available through CDP; and
- supplied training, support and resources for Community Advisory Boards (where required).

This section also contains information on how a community engagement strategy and Community Advisory Board can support performance.

#### *Measure 4 (high-quality activities)*

In addition to assessing the supervision, resourcing and skills development components of activities, PM&C will also assess how well you have involved participants in the day-to-day operation and design of activities.

A new criteria for assessing activities on outstations or small communities has also been added to better reflect the priorities and conditions that influence these activities.

## Provider Performance

### Summary of changes (April 2019)

#### *Measure 5 (post-placement support)*

In addition to assessing whether you have engaged with both the job seeker and the employer, established early and ongoing dialogue, and tailored support to the job seeker, PM&C will also assess how well you:

- have monitored a job seeker's engagement with employment and ensured that the job seeker was supported and safe in the workplace;
- have informed the job seeker and employer about the range of post-placement support you can provide; and
- assisted employers to prepare for a job seeker with a disability (where relevant).

#### *Case studies*

This section contains a number of real case studies. Please advise PM&C if you would like to contribute to a case study in the next iteration of this section.

### Structure of this section

This section provides you with information on how you will be assessed for each performance measure.

PM&C will use the assessment matrixes in this section to assist in assessing your performance. Each assessment matrix contains behaviours typical of different levels of performance. As it is unlikely that your performance will fit neatly into one category, the assessment matrixes should be used as a guide only.

Please refer to other *CDP Operational Guidance* sections for more in depth guidance on quality performance, particularly the following sections:

- Servicing Job Seekers
- Job Seeker Assessments
- Job Plans
- Employment
- Setting up and Managing Activities
- Mutual Obligation Requirements
- Job Seekers with Disability
- Community Engagement



## Provider Performance

### KPIs and Performance Measures

KPI 1: Quality support for all eligible job seekers (20%)	
Measure 1 – case management and support <i>Delivering quality integrated case management and support, including identifying clear goals and pathways, supporting job seekers into employment or education and assisting job seekers to overcome identified barriers.</i>	20%
KPI 2: Appropriate and quality activities, tailored to participants, the community and economy (45%)	
Measure 2 – WfD attendance (and valid non-attendance) <i>Total hours attended and not attended with a valid reason, compared to the total required hours for a caseload.</i>	10%
Measure 3 – community engagement <i>Incorporating meaningful community engagement in the development and ongoing delivery of activities.</i>	15%
Measure 4 – high-quality activities <i>Inclusive, engaging and culturally appropriate activities, tailored to the local labour market and community goals.</i>	20%
KPI 3: Employment and community outcomes (35%)	
Measure 5 – post-placement support <i>Supporting job seekers to maintain employment, taking into account individual job seeker needs and employment circumstances.</i>	10%
Measure 6 – 26 week employment outcomes <i>Achieving the Regional Employment Target.</i>	25%

### Overall rating scale

Score %	Rating
90+	Delivery meets all requirements
75 – 89	Delivery meets minimum requirements
50 – 74	Delivery is below requirements
25 – 49	Delivery is substantially below requirements
0 – 24	Non-compliance / serious underperformance

## Provider Performance

### Overall rating scale

A rating of 'Delivery meets all requirements' against each performance measure and KPI will demonstrate optimum performance in accordance with the Head Agreement, clause 8.1 (b).

We may take action in relation to less than satisfactory performance, in accordance with the Head Agreement, clause 8.7, if your rating for any measure is:

- Delivery is below requirements;
- Delivery is substantially below requirements; or
- Non-compliant/serious underperformance.

Note – this does not limit any other rights the Department may have under the Funding Agreement.

### Evidence for assessments

PM&C will use site visits / spot checks, data from the CDP IT system, stakeholder feedback, documentary evidence supplied by you and other methods considered relevant to your performance to complete PPR assessments.

Documentary evidence must be legible, dated and relevant to the performance measure and sample under assessment. PM&C may refuse to accept evidence:

- not relevant to the performance measure and / or sample under assessment;
- where the authenticity of the document is suspect.

You must demonstrate how a document relates to a measure, by clearly labelling documents and / or folders either electronically or in hard copy.

Below is a table summarising the evidence requirements for you to refer to throughout the PPR period.

Measure	What do you need to do?
<p><b>1 – Case Management and Support</b></p>	<p>In the CDP IT system you should:</p> <ul style="list-style-type: none"> <li>• record the job seeker’s goals, aspirations and pathways (Goals section of the Job Plan and Comments);</li> <li>• record details of the case management and support you are providing in Comments and the Intervention Management Tool;</li> <li>• update the JSCI whenever the job seeker’s circumstances changes;</li> <li>• record updates from appointments or other contact with the job seeker in Comments.</li> </ul> <p>You can supply supporting evidence demonstrating the support you are providing to, or the job seeker’s progress towards their goals (for example, e.g. training certificates, referrals, email exchanges etc.) stored outside the CDP IT system as part of the PPR process.</p>

## Provider Performance

### Evidence for assessments

Measure	What do you need to do?
<p><b>2 – WfD Attendance (and valid non-attendance)</b></p>	<p>No supporting evidence is required for the assessment of Measure 2. A result for this measure will be determined using attendance results from the CDP IT system. PM&amp;C will calculate monthly results at least 14 days after the end of the month.</p> <p>Note – under clause 7.7 of the CDP Funding Agreement, Head Agreement, you must keep full and accurate to prove that you have delivered the relevant service in accordance with the Funding Agreement.</p>
<p><b>3 – Community engagement</b></p>	<p>You can supply a community engagement strategy to demonstrate your community engagement plan, mechanisms, (including Community Advisory Boards) and the reach of your community engagement.</p> <p>You should document every time you consult with communities in your CDP region including meetings you have organised or attended, or ad hoc feedback you receive.</p> <p>A community engagement template in this section will help you record all of the information required (including dates, attendees, discussions and outcomes) in relation to the design of activities throughout the period.</p>
<p><b>4 – High-quality activities</b></p>	<p>PM&amp;C will predominantly use observations from site visits to assess your performance against Measure 4. You may supply supporting evidence which demonstrates the quality of activities (e.g. activity descriptions, reports, media articles, receipts, photographs etc.).</p>
<p><b>5 – Post-placement support</b></p>	<p>You should document post-placement support interactions with job seekers using the Comments section (post-placement support topic) in the CDP IT system.</p> <p>Alternatively, you can supply a database, file notes or log of contacts throughout the period detailing post-placement support you have provided to individual job seekers.</p> <p>You should also maintain receipts of equipment, training or other services that you provide for post-placement support.</p>
<p><b>6 – 26 week employment outcomes</b></p>	<p>Ensure all 26 week outcome claims are created in the CDP IT system by the last day of the performance period (including Special Claims).</p> <p>For further details on lodging a claim, refer to the <i>Payments</i> section of this guidance. Note - you are required to retain documentary evidence in relation to these outcome payments.</p>

## Provider Performance

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### Compliance considerations

PM&C may adjust your overall PPR rating to a rating not greater than 'Delivery is below requirements' in instances where you receive a 'Significant' or 'Major' breach notice (refer to the CDP Operational Guidance - *Provider Compliance* section) during the performance period.

In addition, PM&C may adjust your rating for an individual measure to a rating not greater than 'Delivery is below requirements' if you receive a breach notice relevant to an individual performance measure ('Minor', 'Significant' or 'Major').

PM&C will document any adjusted ratings resulting from a breach notice in your formal results letter.

PM&C may also revisit and amend previous PPR ratings (including ratings against individual measures) where you have been issued a breach notice which would have otherwise impacted your result at the time of the breach. PM&C will advise you in writing if a previous PPR rating is to be amended.

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### Measure 1 – Case management and support

*Delivering quality integrated case management and support, including identifying clear goals and pathways, supporting job seekers into employment or education and assisting job seekers to overcome barriers.*

The case management and support you provide should look different for each job seeker depending on the individual's interests, needs, and circumstances, and services available in your region. Through these services, job seekers should progress in their skills and employability.

Refer to the Servicing Job Seekers, Job Seeker Assessments, Job Plans, Job Seekers with Disability, and Mutual Obligations sections for more information on case management and support.

#### *Assessment and evidence*

PM&C will select a sample of job seekers to assess your performance against this measure. PM&C will review the CDP IT system and supporting evidence from you to assess your performance against the assessment matrix in this section.

You should regularly update and record information for each job seeker in the CDP IT system (specifically, but not limited to, the Job Plan, Intervention Management Tool and Comments sections). You should use the system to record the job seekers' goals, aspirations and pathways, assistance delivered, interventions and developments in the job seeker's circumstances, including progress towards their goals. PM&C will also check that the JSCI has been updated when there has been a change of circumstances.

## Provider Performance

### Measure 1 – Case management and support

You may provide supporting evidence to demonstrate assistance provided and progress relevant to job seekers in the assessment sample. The types of evidence you may submit includes (but is not limited to):

- a spreadsheet or database capturing training and assistance provided;
- file notes;
- email exchanges;
- training certificates / course attendance records;
- letters from centres / organisations (e.g. drug and alcohol centres, training institutions, host organisations etc.);
- feedback or records of conversations with job seekers.

PM&C will monitor whether job seekers have contact appointments scheduled at least monthly and have a compliant Job Plan<sup>1</sup>. PM&C may reduce your rating for Measure 1 if the percentage of monthly contacts or compliant Job Plans for the caseload falls below 90% for the performance period.

Ratings for Measure 1 are defined below.

#### Rating scale

Rating	Result
<p><b>Delivery meets all requirements</b></p> <p><b>(90%+)</b></p>	<p>On average, the provider has delivered <b>high-quality</b> integrated case management and support.</p> <p>The provider has worked with job seekers to develop <b>medium or long-term goals</b> supported by <b>pathways</b> to achieve these goals.</p> <p>The provider has <b>actively assisted</b> job seekers to secure employment and has delivered <b>extensive</b> and sometimes <b>innovative support</b> to assist job seekers to overcome vocational and non-vocational barriers.</p>
<p><b>Delivery meets minimum requirements</b></p> <p><b>(75% - 89%)</b></p>	<p>On average, the provider has delivered <b>sound</b> case management and support.</p> <p>The provider has worked with job seekers to develop <b>medium or long-term goals</b>.</p> <p>The provider has <b>notified</b> job seekers about suitable employment opportunities and has delivered <b>sound</b> support to assist job seekers to overcome vocational and non-vocational barriers.</p>

<sup>1</sup>Job Plans are considered compliant when they meet all of the requirements of the Funding Agreement and Social Security Law resulting in a Job Plan Compliant flag value of 'Y' found in the SUB216 - CDP Job Plan Activity Monitoring Report.

## Provider Performance

### Measure 1 – Case management and support

Rating	Result
<p><b>Delivery is below requirements</b> <b>(50% - 74%)</b></p>	<p>On average, the provider has delivered <b>limited</b> case management and support.</p> <p>The provider has worked with job seekers to develop <b>short-term goals</b>.</p> <p>The provider has <b>missed opportunities</b> to refer job seekers to suitable employment opportunities and has delivered <b>some</b> support to assist job seekers to overcome vocational and non-vocational barriers.</p>
<p><b>Delivery is substantially below requirements</b> <b>(25% - 49%)</b></p>	<p>On average, the provider has delivered <b>poor</b> case management and support.</p> <p>Goals were <b>inappropriate</b> for job seekers and / or, they were placed in activities / training unrelated to their interests or identified areas for skill development.</p> <p>The provider <b>did not refer</b> job seekers to suitable employment opportunities.</p> <p>The provider has demonstrated a <b>limited</b> understanding of job seekers' barriers and <b>did not deliver</b> appropriate assistance to overcome identified vocational and non-vocational barriers.</p>
<p><b>Non-compliance / serious underperformance</b> <b>(less than 25%)</b></p>	<p>On average, the provider <b>did not deliver</b> case management and support.</p> <p>There were <b>no goals</b> identified. The provider <b>did not refer</b> job seekers to suitable employment.</p> <p>The provider <b>did not demonstrate</b> an understanding of the job seekers' barriers and <b>did not assist</b> job seekers to overcome their barriers to employment and participation.</p>

## Provider Performance

### Assessment matrix

PM&C will assess a sample of job seekers using the assessment matrix below. Your rating for Measure 1 will be determined based on these individual assessments.

Rating	Foundations	Employment and education	Support to overcome barriers
<b>Delivery meets all requirements</b>	<p>The provider has:</p> <ul style="list-style-type: none"> <li>discussed and recorded <b>mid to long-term goals</b> for the job seeker supported by clear strategies / pathways to achieve those goals;</li> <li>placed the job seeker in activities which <b>strongly align</b> with their goals and interests; and discussed (and accommodated where practical and relevant) flexible arrangements with the job seeker;</li> <li><b>fully incorporated</b> the TWES transition plan (where applicable and reasonable);</li> <li>demonstrated <b>extensive efforts</b> to re-engage chronically disengaged job seekers.</li> </ul>	<p>The provider has:</p> <ul style="list-style-type: none"> <li><b>referred</b> the job seeker to <b>suitable</b> employment opportunities* and has supported the job seeker to apply for the job or connect with the employer (e.g. assisted the job seeker with their application, interview preparation etc);</li> <li>provided <b>extensive support</b> to early school leavers to re-engage with education (where applicable).</li> </ul>	<p>The provider has:</p> <ul style="list-style-type: none"> <li>demonstrated an <b>extensive understanding</b> of the job seeker’s circumstances and barriers;</li> <li>supported the job seeker to overcome barriers by referring them to relevant support services (or utilising an <b>innovative approach</b>) and monitoring their progress;</li> <li><b>implemented</b> (or reasonably justified not implementing) <b>all</b> recommendations in IMT, ESAt or CCA (where applicable)**.</li> </ul>

## Provider Performance

Rating	Foundations	Employment and education	Support to overcome barriers
<p><b>Delivery meets minimum requirements</b></p>	<p>The provider has:</p> <ul style="list-style-type: none"> <li>discussed and recorded <b>realistic mid to long-term goals</b> for the job seeker;</li> <li>placed the job seeker in activities which <b>adequately align</b> with their goals and interests;</li> <li><b>mostly incorporated</b> elements of the TWES transition plan (where applicable and reasonable);</li> <li>demonstrated <b>sound efforts</b> to re-engage chronically disengaged job seekers through a variety of methods.</li> </ul>	<p>The provider has:</p> <ul style="list-style-type: none"> <li><b>referred</b> the job seeker to <b>suitable</b> employment opportunities*;</li> <li>provided <b>sound</b> support for early school leavers to re-engage in school or other education (where applicable).</li> </ul>	<p>The provider has:</p> <ul style="list-style-type: none"> <li>demonstrated a <b>sound understanding</b> of the job seeker’s circumstances and barriers;</li> <li>supported the job seeker to overcome barriers by referring them to relevant support services;</li> <li><b>implemented</b> (or reasonably justified not implementing) <b>most</b> recommendations in IMT, ESAt or CCA (where applicable)**.</li> </ul>
<p><b>Delivery is below requirements</b></p>	<p>The provider has:</p> <ul style="list-style-type: none"> <li>discussed and recorded <b>short-term</b> goals for the job seeker;</li> <li>placed the job seeker in activities <b>somewhat align</b> with their goals, interests, requirements for skill development;</li> <li><b>partly incorporated</b> elements of the TWES transition plan (where applicable and reasonable);</li> <li>demonstrated <b>some efforts</b> to re-engage chronically disengaged job seekers.</li> </ul>	<p>The provider has:</p> <ul style="list-style-type: none"> <li><b>not referred</b> the job seeker to <b>suitable</b> employment opportunities*;</li> <li>provided <b>limited</b> support for early school leavers to re-engage in school or other education (where applicable).</li> </ul>	<p>The provider has:</p> <ul style="list-style-type: none"> <li>demonstrated a <b>limited</b> understanding of the job seeker’s circumstances and barriers;</li> <li>made <b>some</b> efforts to assist the job seeker to overcome their barriers;</li> <li><b>failed</b> to implement (or reasonably justify not implementing) <b>most</b> recommendations in IMT, ESAt or CCA (where applicable)**.</li> </ul>



## Provider Performance

Rating	Foundations	Employment and education	Support to overcome barriers
<b>Delivery is substantially below requirements</b>	<p>The provider has:</p> <ul style="list-style-type: none"> <li>discussed <b>inappropriate</b> or completely unrealistic goals for the job seeker;</li> <li>placed the job seeker in activities that <b>barely align</b> with their goals, interests, requirements for skill development;</li> <li><b>barely incorporated</b> elements of the TWES transition plan (where applicable);</li> <li>demonstrated <b>very limited</b> efforts to re-engage chronically disengaged job seekers.</li> </ul>	<p>The provider has:</p> <ul style="list-style-type: none"> <li><b>referred</b> the job seeker to <b>unsuitable</b> employment opportunities*;</li> <li>provided <b>limited</b> support for early school leavers to re-engage in school or other education (where applicable).</li> </ul>	<p>The provider has:</p> <ul style="list-style-type: none"> <li>demonstrated a <b>poor</b> understanding of the job seeker’s circumstances and barriers;</li> <li>made <b>minimal efforts</b> to assist the job seeker to overcome their barriers or placed them in inappropriate activities.</li> </ul>
<b>Non-compliance/ serious under performance</b>	<p>The provider has:</p> <ul style="list-style-type: none"> <li><b>not discussed or recorded</b> goals for the job seeker;</li> <li>placed the job seeker in activities that <b>do not align</b> with their interests or requirements for skill development; or scheduled at time which hinder the job seeker’s ability to meet their Mutual Obligation Requirements;</li> <li><b>not incorporated</b> elements of the TWES transition plan (where applicable);</li> <li><b>not demonstrated</b> efforts to re-engage chronically disengaged job seekers.</li> </ul>	<p>The provider has:</p> <ul style="list-style-type: none"> <li>provided <b>no support</b> for early school leavers to re-engage in school or other education (where applicable).</li> </ul>	<p>The provider has:</p> <ul style="list-style-type: none"> <li><b>not demonstrated</b> an no understanding of the job seeker’s circumstances or barriers;</li> <li><b>completely failed</b> to assist the job seeker to overcome their barriers or has placed them in activities which may exacerbate existing conditions;</li> <li><b>failed</b> to implement (or reasonably justify not implementing) <b>any</b> recommendations from the IMT, ESAt or CCA (where applicable)**.</li> </ul>

\* Suitable employment opportunities include jobs available in the area that align with the job seeker’s skills and/or aspirations.

\*\* See the Servicing Job Seeker’s and Assessments sections for more information on job seeker assessments (including the JSCI, ESAt and CCA) and your corresponding responsibilities.

## Provider Performance

### Example – Delivery meets all requirements

The scenario below is hypothetical.

<p><b>Foundations</b></p>	<p>John's goal is to gain employment working with his hands and potentially learn a trade.</p> <p>There is a clear strategy to help him achieve his goal:</p> <ul style="list-style-type: none"> <li>gain experience in furniture making and welding in the men's shed activity;</li> <li>improve literacy and numeracy - placed in Visiting Adult Education Centre (VAEC);</li> <li>obtain a white card;</li> <li>develop a resume;</li> <li>participate in work experience.</li> </ul>
<p><b>Employment and education</b></p>	<p>The case coordinator recommends John to a construction company that has been awarded a contract to complete housing upgrades in the community. The case coordinator helps John prepare a resume and accompanies him to his first meeting with the construction company. The company agrees to give him a two week trial.</p>
<p><b>Support to overcome barriers</b></p>	<p>The case coordinator updates John's JSCI every time there is a change in John's circumstances.</p> <p>John's attendance was initially poor. The case coordinator discuss this with John and they decided that the men's shed activity would better suit his needs.</p> <p>The provider enrolls John in an adult education course for two hours a week with the VAEC (this aligns with the recommendation in the IMT).</p> <p>As John's literacy improves, the provider works with the VAEC to help John obtain white card.</p>

**Goal**

**Description**  
 LONG TERM GOAL: John would like to get a job that involves working with his hands and potentially learn a trade

**ACTIONS / PATHWAY:**  
 Participate in men's shed activity  
 Work on L&N through training with Visiting Adult Education Centre  
 Obtain white card  
 Develop resume  
 Participate in work experience

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**Comment Text**

Initial Appointment - John has commenced on caseload moving from JobActive  
 John is reserved and didn't talk too much.  
 Obligations and expectations explained. Referred to Garden Maintain WFD activity ID (4307981)  
 JSCI conducted. Will investigate Literacy assistance

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**Comment Text**

John's attendance at activity has been poor - he says he doesn't like it. Discussed Goals, and pathways to achieve these. Updated Goal in Job Plan to reflect discussion, changed activity to Men's Shed Activity to be more in line with his goals, also placed in L&N activity for 2 hours a week to address JSCI identified barrier.

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**Comment Text**

Monthly contact. Spoke to John about his improved activity attendance and mentioned that a construction company is coming to do a housing upgrade, which will have job opportunities. John said he was keen to work towards getting this job. The construction work will require a white card, discussed this with John and explained that the L&N trainer is happy to help him through the course as part of his L&N training. Updated Job Plan to reflect this.

## Provider Performance

### Case study – Psychological Assessment of Readiness to Change (PARC) Project

*Complete Employment Services (previously Complete Personnel) is a CDP provider in South Australia. A fundamental aspect of measure one is getting to know the job seeker. The case study below summarises an innovative, evidence-based project Complete Personnel delivered to understand job seekers' intentions and tailor support accordingly. It had a combination of successes and challenges. Providers looking to trial new initiatives may find the insights and lessons from this project useful.*

#### **Overview**

Complete Personnel partnered with a research company, Esher House, to deliver the Psychological Assessment of Readiness to Change (PARC) Project in 2017. The project was designed to better understand job seekers and their intention to participate.

The project involved two steps. Firstly, job seekers completed PARC - an online assessment which examined their desire or commitment to participate in employment or activities. This separated them into different 'stages of readiness'. Secondly, Esher House and employment consultants trained by Esher House, delivered a series of workshops to job seekers. The workshops were tailored to the participant's stage of readiness and applied strategies (behavioural interventions) to help job seekers increase their willingness to embrace change and engage in work and activities. This included a focus on resilience.

#### **Outcomes**

Overall, there was no statistical difference in job placements between participants that attended the workshops and the control group. However, there was a significant increase in job placements for highly disadvantaged CDP participants (participants with a disability and very long-term unemployment).

Complete Personnel continues to use the online assessment (now known as the Psychological Assessment of Work Readiness (PARW)). An ongoing challenge is retaining staff trained to administer the assessments. While they do not use it across the board, they find it useful for younger people. When they use PARW, they believe it improves their service and positively impacts job seekers.

#### **Lessons learned**

Complete Personnel identified a number of lessons from this project.

- When assessing project outcomes, it is important to review data at a granular level. It is important to consider barriers such as disability, length of unemployment, education levels, previous criminal history etc.
- The workshops were well-attended. The absence of written assessments, created a non-threatening environment. People from different backgrounds and education levels came together in an inclusive setting, to think about their future and the positive steps they can take to achieve their aspirations.

The biggest challenge was finding the right people to deliver the workshops and online assessments. The interventions were based on applied behavioural sciences that most employment consultants did not have qualifications in. However, staff who were committed and enthusiastic, were more likely to deliver the interventions effectively.

## Provider Performance

### Measure 2 – WfD attendance (and valid non-attendance)

*Total hours attended and not attended with a valid reason, compared to the total required hours for a caseload.*

Ensuring job seekers attend activities is fundamental. It underpins the policy intent of CDP to increase employment for people in remote regions, through engaging and meaningful activities. Attendance at activities is also an important way for job seekers to fulfil their Mutual Obligation requirements and contribute to community goals.

In order to achieve the best result, you should ensure that you schedule job seekers in sufficient hours to match their fortnightly mutual obligation requirements.

Flexible arrangements can support attendance by helping job seekers manage competing priorities in their life, or enable them to take advantage of opportunities that occur outside standard hours. flexible arrangements must be conducted within the fortnight, because they cannot be carried over outside the two week time frame.

#### *Assessment and evidence*

To determine a rating for this measure, each month PM&C will assess the number of hours:

- attended; and
- not attended with a valid reason (DNAV)

and compare this to the total required hours of attendance for the caseload. PPR results will be comprised of the attendance results each month during the assessment period. You can use Qlik to see how you are tracking during the performance period for this measure.

#### *Rating scale*

Rating	Attended and DNAV / total required hours	Actual attendance / total required hours
<b>Delivery meets all requirements</b>	Equal to or greater than 90%	Equal to or greater than 60%
<b>Delivery meets minimum requirements</b>	Between 75% and 89%	
<b>Delivery is below requirements</b>	Between 50% and 74%	
<b>Delivery is substantially below requirements</b>	Between 25% and 49%	
<b>Non-compliance / serious underperformance</b>	Less than 25%	

To achieve the highest rating, actual attendance needs to be equal to or greater than 90% over the performance period.

## Provider Performance

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### Measure 3 – Community engagement

*Incorporating meaningful community engagement in the development and ongoing delivery of activities.*

You must establish and conduct activities in collaboration with the job seekers and communities in your region, through Community Advisory Boards or other means of consultation (where required).

Quality engagement is inclusive and accessible to all people. It fosters partnerships and positive relationships between the provider, the community and other organisations.

Quality engagement is genuine. Participants should have sufficient information to make informed contributions and providers should embed reasonable community and job seeker input in the design and operation of activities.

See the *Setting Up and Managing Activities* and *Community Engagement* sections for further guidance.

#### *Assessment and evidence*

To assess your performance against the assessment matrix in this section, PM&C may seek feedback from Community Advisory Board members, job seekers, communities, employers or other relevant stakeholders.

To support this assessment, you should provide evidence of consultation with Community Advisory Boards, job seekers, communities and employers. Evidence you may provide includes (but is not limited to):

- a community engagement strategy;
- completed community consultation templates or other records of conversations
- Community Advisory Board minutes.

You should document every time you consult with communities and Community Advisory Boards in your CDP region including meetings you have organised or attended or ad hoc feedback. The community consultation template in this section is an example of the information you should record. Rather than compile evidence at the end of each PPR period, it is recommended that you document this information as it occurs. You may also send it to your Contract Manager on a regular basis, or after the outcomes of each consultation are known.

In some regions, providers will be able to demonstrate their performance against the assessment matrix by working effectively with Community Advisory Boards. This will depend on the composition and nature of the board. Other providers will use a combination of methods, in order to reach an extensive cross-section of stakeholders and communities.

PM&C will review the evidence available and use the assessment matrix in this section to determine a rating as per the rating scale on the next page.

## Provider Performance

Rating scale

Rating	Result
<p><b>Delivery meets all requirements (90%+)</b></p>	<p>On average, the provider has undertaken <b>high-quality</b> community engagement.</p> <p>The provider has demonstrated leadership through <b>extensive</b> planning and engaging in <b>extensive, inclusive and accessible</b> consultation with an <b>extensive</b> cross-section of the region.</p> <p>Engagement <b>fostered positive relationships and partnerships</b>. It was <b>ongoing and genuine</b>.</p> <p>The provider delivered <b>extensive</b> support for community advisory boards (or equivalent) and ensured stakeholders had sufficient information to optimise participation in consultation.</p> <p>Reasonable community needs were <b>instrumental</b> in both the development and ongoing operation of activities.</p>
<p><b>Delivery meets minimum requirements (75% - 89%)</b></p>	<p>On average, the provider has undertaken <b>sound</b> community engagement.</p> <p>The provider conducted <b>sound</b> planning and <b>inclusive and accessible</b> consultation with a <b>sound</b> cross-section of the region.</p> <p>Engagement <b>fostered positive relationships and partnerships</b>. It was <b>genuine</b> and the provider <b>incorporated</b> reasonable community needs and interests in the development of activities.</p>
<p><b>Delivery is below requirements (50% - 74%)</b></p>	<p>On average, the provider has undertaken <b>limited</b> community engagement.</p> <p>The provider undertook <b>limited</b> planning and only consulted with a <b>limited</b> cross-section of the region.</p> <p>Engagement was either <b>one-off or culturally inappropriate</b> and <b>did not support positive relationships</b>.</p> <p>The provider <b>sometimes</b> incorporated reasonable community goals in the development of activities.</p>
<p><b>Delivery is substantially below requirements (25% - 49%)</b></p>	<p>On average, the provider has undertaken <b>poor</b> community engagement.</p> <p>The provider undertook <b>very limited</b> planning and only consulted with a <b>very limited</b> cross-section of the region.</p> <p>Engagement was <b>one-off and culturally inappropriate</b> and did not support positive relationships.</p> <p>The <b>provider rarely incorporated</b> community goals into activities.</p>

## Provider Performance

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### Measure 3 – Community engagement

Rating	Result
<p><b>Non-compliance/ serious underperformance (less than 25%)</b></p>	<p>On average, the provider has undertaken <b>extremely limited or no engagement</b>.</p> <p>Any engagement was <b>potentially damaging</b> for participants and the provider’s relationship with the community.</p> <p>The provider <b>did not incorporate</b> reasonable community goals into activities.</p>

## Provider Performance

### Assessment matrix

Rating	Inclusive and accessible	Fosters positive relationships and partnerships	Genuine and collaborative
<b>Delivery meets all requirements</b>	<p>The provider has:</p> <ul style="list-style-type: none"> <li>• an <b>up-to-date</b> and <b>comprehensive</b> plan for engaging the community, such as a community engagement strategy;</li> <li>• consulted with an <b>extensive</b> cross-section of communities and stakeholders in the region (including influential stakeholders and hard to reach groups);</li> <li>• consulted at venues, times and through means <b>consistently suitable</b> to the community.</li> </ul>	<p>The provider has:</p> <ul style="list-style-type: none"> <li>• engaged in <b>ongoing</b> consultation;</li> <li>• engaged in <b>culturally appropriate</b> consultation;</li> <li>• partnered with a <b>range</b> of organisations to add value to activities.</li> </ul>	<p>The provider has:</p> <ul style="list-style-type: none"> <li>• supplied <b>extensive</b> training, support and resources for Community Advisory Boards (where relevant);</li> <li>• <b>comprehensively</b> informed job seekers and the community about the opportunities, parameters and potential activities available through CDP;</li> <li>• <b>always incorporated</b> reasonable community and job seeker needs, aspirations and priorities* in the development and delivery of activities.</li> </ul>



## Provider Performance

Rating	Inclusive and accessible	Fosters positive relationships and partnerships	Genuine and collaborative
<p><b>Delivery meets minimum requirements</b></p>	<p>The provider has:</p> <ul style="list-style-type: none"> <li>• an <b>up-to-date</b> and <b>sound</b> plan for engaging the community, such as a community engagement strategy;</li> <li>• consulted with a <b>sound</b> cross-section of communities and stakeholders in the region (including influential stakeholders and hard to reach groups);</li> <li>• consulted at venues, times and through means <b>generally suitable</b> to the community.</li> </ul>	<p>The provider has:</p> <ul style="list-style-type: none"> <li>• engaged in <b>ongoing</b> consultation;</li> <li>• engaged in <b>culturally appropriate</b> consultation;</li> <li>• partnered with <b>some</b> of organisations to add value to activities.</li> </ul>	<p>The provider has:</p> <ul style="list-style-type: none"> <li>• supplied <b>adequate</b> training, support and resources for Community Advisory Boards (where relevant);</li> <li>• <b>adequately</b> informed job seekers and the community about the opportunities, parameters and potential activities available through CDP;</li> <li>• <b>mostly incorporated</b> reasonable community and job seeker needs, aspirations and priorities* in the development and delivery of activities.</li> </ul>
<p><b>Delivery is below requirements</b></p>	<p>The provider has:</p> <ul style="list-style-type: none"> <li>• a <b>limited</b> plan for engaging the community;</li> <li>• consulted with a <b>limited</b> cross-section of communities and stakeholders in the region (including influential stakeholders and hard to reach groups);</li> <li>• consulted at venues, times and through means only <b>convenient for the provider</b>.</li> </ul>	<p>The provider has:</p> <ul style="list-style-type: none"> <li>• engaged in <b>one-off or culturally inappropriate</b> consultation;</li> <li>• <b>not established</b> any partnerships.</li> </ul>	<p>The provider has:</p> <ul style="list-style-type: none"> <li>• supplied <b>minimal</b> training, support and resources for Community Advisory Boards (where relevant);</li> <li>• <b>somewhat</b> informed job seekers and the community about the opportunities, parameters and potential activities available through CDP;</li> <li>• <b>sometimes incorporated</b> reasonable community and job seeker needs, aspirations and priorities* in the development and delivery of activities.</li> </ul>

## Provider Performance

Rating	Inclusive and accessible	Fosters positive relationships and partnerships	Genuine and collaborative
<p><b>Delivery is substantially below requirements</b></p>	<p>The provider has:</p> <ul style="list-style-type: none"> <li>• an <b>inappropriate / not relevant / misinformed</b> plan for engaging the community;</li> <li>• consulted with a <b>very limited</b> cross-section of communities and stakeholders in the region (including influential stakeholders and hard to reach groups);</li> <li>• consulted at venues, times and through means <b>inconvenient for the community</b>.</li> </ul>	<p>The provider has:</p> <ul style="list-style-type: none"> <li>• engaged in <b>one-off or culturally inappropriate</b> consultation;</li> <li>• <b>not established</b> any partnerships.</li> </ul>	<p>The provider:</p> <ul style="list-style-type: none"> <li>• supplied <b>scarce</b> training, support and resources for Community Advisory Boards (where relevant);</li> <li>• <b>barely</b> informed job seekers and the community about the opportunities, parameters and potential activities available through CDP;</li> <li>• <b>rarely incorporated</b> reasonable community and job seeker needs, aspirations and priorities* in the development and delivery of activities.</li> </ul>
<p><b>Non-compliance/ serious under-performance</b></p>	<p>Provider has:</p> <ul style="list-style-type: none"> <li>• no plan for engaging the community;</li> <li>• undertaken <b>extremely limited</b> or no consultation.</li> </ul>	<p>Provider has:</p> <ul style="list-style-type: none"> <li>• <b>not engaged</b> in consultation or damaging consultation;</li> <li>• <b>not established</b> any partnerships.</li> </ul>	<p>The provider:</p> <ul style="list-style-type: none"> <li>• <b>not supplied</b> training, support and resources for Community Advisory Boards (where relevant);</li> <li>• <b>did not</b> inform job seekers and the community about the opportunities, parameters and potential activities available through CDP;</li> <li>• <b>never incorporated</b> reasonable community and job seeker needs, aspirations and priorities* into the development of activities.</li> </ul>

\*Community needs, aspirations and goals are reasonable if they are practical and achievable, they have substantial support from a cross-section of community stakeholders, promote positive change, and align with CDP objectives and the needs of job seekers.

## Provider Performance

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### Case study – employment aspirations influence activity for young people

*Marra Worra Worra Aboriginal Corporation (MWWAC) is the CDP provider in the Fitzroy Valley (WA) region. The case study below outlines their efforts to engage with younger people. It demonstrates how incorporating job seeker aspirations into the design of an activity can boost engagement and positive outcomes.*

MWWAC trialled a number of different activities to engage younger people on the caseload. This included group activities and consensus or sports activities. Despite this, attendance remained low.

MWWAC asked younger people what would interest them, with participants responding that they wanted help to find a job.

In response, MWWAC incorporated their goals into a youth career development activity. The activity involves creating a daily routine, job seeking skills, personal development activities, life skills, accredited training and work experience in local businesses. MWWAC has also partnered with Nindilingarri Cultural Health Services to incorporate educational workshops and healthy lifestyles, drugs and alcohol, sexual health and health screenings into the activity.

MWAAC had to work through a number of challenges to get this activity up and running.

It is resource intensive and it was not possible to implement it in every community. They currently pick up job seekers who need to travel to participate in the activity. They recognise that only operating the activity in one site, is an opportunity to thoroughly test it - identify what works well and what needs refining, before exploring ways to duplicate or expand the activities reach.

One of the biggest challenges MWWAC finds when consulting with young people is that their experience is limited and it is difficult for them to identify goals beyond their current experiences. MWWAC hopes that supporting job seekers to expand their experiences and skills through meaningful and challenging activities, will create a base for more complex consultation.

Despite these challenges, the activity has been a huge success. Since its inception in July 2018, attendance has increased and nine job seekers have commenced employment.

## Provider Performance

### Case study – Doomadgee women embrace activity to support women in Papua New Guinea

*My Pathway, in partnership with Doomadgee Aboriginal Shire Council, deliver CDP services in the Doomadgee (Queensland) region. In the case study below, My Pathway reflects on an inspiring activity where female job seekers create ‘Moon Sick Care Bags’ (containing soaps and sanitary products) for women in Papua New Guinea (PNG). It highlights how meaningful community engagement is the gateway to engaging and empowering activities.*

#### What inspired this activity?

“My Pathway through ongoing consultation with the women of Doomadgee, identified that they were looking to participate in an activity that provided meaning and a purpose to their life. My Pathway had contracted Yolonde Entsch (an experienced coordinator for community programs) to work with these women to ascertain what that might look like for them. In conversations with the ladies, Yolonde talked about the work she was doing in Papua New Guinea and told them about the Moon Sick Care Bag (MSCB) project. Using photographs and stories, Yolonde shared how difficult life is for these women and it made the Doomadgee ladies realise that in many ways, they were fortunate in their own lives. They were ‘shocked’ and ‘sad’ to learn that women in PNG did not have access to the most basic life necessities; electricity, bathrooms, toilets, shops, doctors and medicine, and asked what they could do to help.”

#### What opportunities helped you create this activity?

“By engaging an experienced coordinator who was equally passionate about improving and empowering the lives of women, we were able to think outside the box and implement an activity that had meaning and purpose. Because the MSCB project was an activity that the ladies themselves had decided they wanted to pursue, we saw a significantly greater level of engagement in, and ownership of, the project.”

#### Are there any ongoing challenges? How do you respond to these challenges?

“The women’s concentration is affected by a lack of sleep due to overcrowding, poor nutrition, domestic and family violence, challenging interpersonal relationships (i.e. fighting amongst families) and heat, to name a few.

One way we manage these challenges is through repetition; identifying aspects of the project that the women enjoyed and then encouraging them to stay focussed on that particular job until they had mastered it. For instance, one lady decided that despite never having used an overlocker before, she would finish off 1320 pads herself. Another older woman who is only required to attend activities three days a week would often spend five days a week making the large and small bags. She would happily tell you that she was bored at home and would much rather be working on the MSCB project.”

## Provider Performance

### Case study – Doomadgee women embrace activity to support women in Papua New Guinea

#### What arrangements are in place to make this activity financially viable?

“After gifting 330 MSCBs to PNG, the women secured a paid contract for 200 bags and an additional order for 20 bags for another remote Aboriginal community. My Pathway is currently in negotiation with a business in Melbourne which is interested in purchasing up to 300 bags a year from the Doomadgee ladies. These bags will also be given to adolescent girls and women in PNG. These paid contracts enable the women to generate additional income to their WFD payments.”

#### What is the most positive outcome from this activity?

“Witnessing the pride, confidence and sense of achievement that the Doomadgee women felt when they packaged up the bags and sent them off to Cairns for delivery to PNG. With their own hands, they had personally made over 330 bags (1320 sanitary pads) which they insisted be gifted to adolescent girls. These women gained satisfaction, empowerment and belief in themselves because they had mastered new skills, met deadlines and had become providers, instead of benefactors, of government assistance.

Two of the local women travelled to PNG to personally deliver the bags and since returning to Doomadgee have brought back a new level of confidence and determination to inspire the women of Doomadgee.”

#### What are your plans / goals for the future?

“In addition to the MSCBs, the ladies have embarked on two other income-generating activities. They are turning their bush medicine soap (included in the MSCBs) into a saleable product targeted at tourists travelling along the busy Savannah Way, as well as to stock in the local store and sell direct to the community. Each bar of soap is stamped Doomadgee Ladies Craft, wrapped in cellophane and then fabric with an Aboriginal print. Local service providers have expressed interest in purchasing the soap.

Women in other communities such as Ampilatwatja, Lockhart River and Mornington Island have expressed interest in making MSCBs in their communities. In Ampilatwatja the ladies have recently embarked on the MSCB project. Their focus is ensuring every adolescent girl (to help keep them in school) and woman in their community has access to a bag. These ladies also want to gift the bags to women living on homelands.”

## Provider Performance

### Community engagement template

Date and time	
Community/ies	
Venue	
Attendees (stakeholders, young people, parents, government?)	
Reason for selecting the venue, time and people to consult with	
Training, support, resources provided to Community Advisory Board (or equivalent)	
Main points of discussion	
CDP actions required	
Changes as a result	
Partnerships	

## Provider Performance

### Measure 4 – High-quality activities

*Inclusive, engaging and culturally appropriate activities, tailored to the local labour market and community goals*

High-quality activities are tailored to the local labour market, successfully engage all job seekers and demonstrate progress.

See the Setting Up and Managing Activities section for more information on quality activities.

#### Assessment and Evidence

To assess your performance, PM&C may:

- observe activities;
- seek feedback from job seekers, communities, employers or other relevant stakeholders.

To support this assessment you may supply:

- evidence of discussions with employers identifying upcoming employment opportunities in order to align activities to the local labour market needs;
- records relating to the operation of an activity (e.g. activity descriptions, reports, media articles, receipts, photographs etc.).

PM&C will assess a sample of individual activities and activities collectively (including hosted activities), using the assessment matrixes in this section as a guide. Your final rating against this measure will reflect your average performance across activities. You will receive a rating as per the rating scale below.

Failing to comply with the funding agreement or guidance regarding the operation of activities, may affect your rating. For example, we may reduce your rating if you fail to conduct risk assessments or adhere to relevant work health and safety requirements.

#### Rating scale

Rating	Result
<p><b>Delivery meets all requirements (90%+)</b></p>	<p>On average, the provider has delivered <b>high-quality</b> activities.</p> <p>There was an <b>appropriate variety</b> of <b>very inclusive</b>, <b>culturally informed</b> and <b>well-resourced</b> activities. Activities <b>comprehensively</b> prepared job seekers for specific employment opportunities, by creating a clear pipeline into employment.</p> <p><b>High-quality</b> and appropriately qualified supervisors led activities and supported, mentored and motivated all job seekers to participate.</p> <p><b>Evolving, high-quality</b> activities supported the interests and needs of small communities.</p>

## Provider Performance

### Measure 4 – High-quality activities

Rating	Result
<p><b>Delivery meets minimum requirements</b> (75% - 89%)</p>	<p>On average, the quality of activities was <b>sound</b>.</p> <p>There was an <b>appropriate variety</b> of <b>generally inclusive, culturally informed</b> and <b>adequately-resourced</b> activities. Activities <b>adequately prepared</b> job seekers for specific employment opportunities.</p> <p><b>Sound</b> supervisors lead activities and supported job seekers to participate.</p> <p><b>Evolving, sound-quality</b> activities supported the interests and needs of small communities.</p>
<p><b>Delivery is below requirements</b> (50% - 74%)</p>	<p>On average, the quality of activities was <b>limited</b>.</p> <p>The provider delivered <b>some variety</b> of <b>somewhat inclusive</b> and <b>culturally informed</b> activities. Activities had <b>limited resourcing</b>. The focus of activities was limited to building <b>general work ready skills</b> rather than tailoring to specific employment opportunities.</p> <p>Supervisors <b>require improvement</b> to adequately support all job seekers to build skills and participate.</p> <p>Activities only <b>somewhat</b> evolved and supported the interests and needs of small communities.</p>
<p><b>Delivery is substantially below requirements</b> (25% - 49%)</p>	<p>On average, the quality of activities was <b>poor</b>.</p> <p>The provider delivered <b>a limited variety</b> of activities with <b>limited resourcing</b>. Activities <b>lacked inclusiveness, cultural appropriateness</b> and scarcely prepared job seekers for employment.</p> <p>Supervisors <b>require significant improvement</b> to adequately support all job seekers to build skills and participate.</p> <p>The quality and progress of activities in small communities was <b>very limited</b>.</p>
<p><b>Non-compliance / serious underperformance</b> (less than 25%)</p>	<p>On average, the provider <b>did not deliver a variety</b> of activities. Activities were <b>severely under-resourced</b>, they were not <b>culturally appropriate</b>, <b>excluded some job seekers</b> from meaningful participation and <b>failed</b> to prepare job seekers for employment.</p> <p>Supervision was mostly <b>non-existent</b> or <b>problematic</b>.</p> <p>Activities in small communities were <b>neglected</b>.</p>



## Provider Performance

Assessment matrix 4.a (*collective assessment of activities*)

PM&C will use the following assessment matrix to assess how the combination of your activities work together to address the unique characteristics of your caseload and region.

Rating	Tailored to the caseload and local opportunities
<p><b>Delivery meets all requirements</b></p>	<ul style="list-style-type: none"> <li>• There is an <b>appropriate variety</b> of activities in <b>all</b> communities;</li> <li>• Activities <b>comprehensively</b> prepare job seekers for specific employment opportunities;</li> <li>• Activities <b>frequently</b> cater for different work readiness levels and interests;</li> <li>• Activities are <b>very inclusive</b> by catering for diversity within a caseload, to ensure that all people, men and women of all ages, people who identify as LGBTQI, people with disability and relevant minority groups are able to participate meaningfully;</li> <li>• Activities always <b>uphold cultural practices</b>, traditions and customs (where applicable and appropriate).</li> </ul>
<p><b>Delivery meets minimum requirements</b></p>	<ul style="list-style-type: none"> <li>• There is an appropriate variety of activities in most communities;</li> <li>• Activities adequately prepare job seekers for specific employment opportunities;</li> <li>• Activities regularly cater for different work readiness levels and interests;</li> <li>• Activities are generally inclusive, ensuring that activities cater for diversity within a caseload, to ensure that all people, men and women of all ages, people who identify as LGBTQI, people with disability and relevant minority groups are able to participate meaningfully;</li> <li>• Activities mostly uphold cultural practices, traditions and customs (where applicable and appropriate).</li> </ul>

## Provider Performance

Rating	Tailored to the caseload and local opportunities
<p><b>Delivery is below requirements</b></p>	<ul style="list-style-type: none"> <li>• There is an appropriate variety of activities in some communities;</li> <li>• Activities somewhat prepare job seekers for employment through general work readiness skills;*</li> <li>• Activities sometimes cater for different work readiness levels and interests;</li> <li>• Activities are generally inclusive, ensuring that activities cater for diversity within a caseload, to ensure that all people, men and women of all ages, people who identify as LGBTQI, people with disability and relevant minority groups are able to participate meaningfully;</li> <li>• Activities sometimes uphold cultural practices, traditions and customs (where applicable and appropriate).</li> </ul>
<p><b>Delivery is substantially below requirements</b></p>	<ul style="list-style-type: none"> <li>• There is a limited variety of activities for the caseload;</li> <li>• Activities scarcely prepare job seekers for employment;</li> <li>• Activities rarely cater for different work readiness levels and interests;</li> <li>• Activities are scarcely inclusive, ensuring that activities cater for diversity within a caseload, to ensure that all people, men and women of all ages, people who identify as LGBTQI, people with disability and relevant minority groups are able to participate meaningfully;</li> <li>• Activities rarely uphold cultural practices, traditions and customs (where applicable and appropriate).</li> </ul>
<p><b>Non-compliance/serious underperformance</b></p>	<ul style="list-style-type: none"> <li>• There is no variety of activities for the caseload;</li> <li>• Activities do not prepare job seekers for employment or develop general work readiness skills;*</li> <li>• Activities never cater for different work readiness levels and interests;</li> <li>• Activities are never inclusive, ensuring that activities cater for diversity within a caseload, to ensure that all people, men and women of all ages, people who identify as LGBTQI, people with disability and relevant minority groups are able to participate meaningfully;</li> <li>• Activities never uphold cultural practices, traditions and customs (where applicable and appropriate).</li> </ul>

\*General work readiness skills in this context, means basic skills that are necessary in most occupations (e.g. basic numeracy, literacy and teamwork skills, arriving at work on time etc.) and not tailored to a specific type of employment (unless specifically requested by employers).

## Provider Performance

Assessment matrix 4.b (*individual assessment of selected activities*)

PM&C will assess a sample of activities using the assessment matrix below.

Rating	Engaging
<p><b>Delivery meets all requirements</b></p>	<p>The activity:</p> <ul style="list-style-type: none"> <li>• was led by a supervisor with <b>all</b> of the following characteristics – has an appropriate level of skill, knowledge, training and experience, gives clear instructions, treats participants with respect, supports, mentors and motivates all participants and always attends activities;</li> <li>• <b>extensively</b> involved participants in the day to day operation and design of activities;</li> <li>• was <b>well resourced</b>;</li> <li>• fostered <b>extensive skill development</b>.</li> </ul>
<p><b>Delivery meets minimum requirements</b></p>	<p>The activity:</p> <ul style="list-style-type: none"> <li>• was led by a supervisor with <b>most</b> of the following characteristics – has an appropriate level of skill, knowledge, training and experience, is appropriately qualified, gives clear instructions, treats participants with respect, supports, mentors and motivates all participants and always attends activities;</li> <li>• <b>adequately</b> involved participants in the day to day operation and design of activities;</li> <li>• was <b>adequately resourced</b>;</li> <li>• fostered <b>sound skill development</b>.</li> </ul>

## Provider Performance

Rating	Engaging
<p><b>Delivery is below requirements</b></p>	<p>The activity:</p> <ul style="list-style-type: none"> <li>• was led by a supervisor with <b>some</b> of the following characteristics – has an appropriate level of skill, knowledge, training and experience, is appropriately qualified, gives clear instructions, treats participants with respect, supports, mentors and motivates all participants and always attends activities;</li> <li>• <b>somewhat</b> involved participants in the day to day operation and design of activities;</li> <li>• had <b>limited resourcing</b>;</li> <li>• fostered <b>some skill development</b>.</li> </ul>
<p><b>Delivery is substantially below requirements</b></p>	<p>The activity:</p> <ul style="list-style-type: none"> <li>• was led by a supervisor with <b>barely any</b> of the following characteristics – has an appropriate level of skill, knowledge, training and experience, is appropriately qualified, gives clear instructions, treats participants with respect, supports, mentors and motivates all participants and always attends activities;</li> <li>• <b>scarcely</b> involved participants in the day to day operation and design of activities;</li> <li>• had <b>limited resourcing</b> and this restricts some job seekers from participating;</li> <li>• fostered <b>very limited skill development</b>.</li> </ul>
<p><b>Non-compliance/serious underperformance</b></p>	<p>The activity:</p> <ul style="list-style-type: none"> <li>• was led by a supervisor with <b>none</b> of the following characteristics – has an appropriate level of skill, knowledge, training and experience, is appropriately qualified, gives clear instructions, treats participants with respect, supports, mentors and motivates all participants and always attends activities;</li> <li>• <b>never</b> involved participants in the day to day operation and design of activities;</li> <li>• was <b>severely under-resourced</b>;</li> <li>• <b>did not foster skill development</b>.</li> </ul>

## Provider Performance

Assessment matrix 4.c (*individual assessment of activities on outstations or small communities*)

PM&C will assess a sample of activities using the assessment matrix below.

Rating	Engaging
<b>Delivery meets all requirements</b>	<ul style="list-style-type: none"> <li>• The provider <b>frequently</b> visited the activity in the performance period;</li> <li>• The activity was <b>well</b> resourced;</li> <li>• There was <b>extensive</b> activity progress and evolution during the performance period;</li> <li>• The activity <b>extensively</b> supported the interests and / or needs of the small community / outstation.</li> </ul>
<b>Delivery meets minimum requirements</b>	<ul style="list-style-type: none"> <li>• The provider <b>regularly</b> visited the activity in the performance period;</li> <li>• The activity was <b>adequately</b> resourced;</li> <li>• There was <b>sound</b> activity progress and evolution during the performance period;</li> <li>• The activity <b>adequately</b> supported the interests and/ or needs of the small community / outstation.</li> </ul>
<b>Delivery is below requirements</b>	<ul style="list-style-type: none"> <li>• The provider <b>sometimes</b> visited the activity in the performance period;</li> <li>• The activity had <b>limited</b> resourcing;</li> <li>• There was <b>some</b> activity progress and evolution during the performance period;</li> <li>• The activity <b>somewhat</b> supported the interests and/or needs of the small community / outstation.</li> </ul>
<b>Delivery is substantially below requirements</b>	<ul style="list-style-type: none"> <li>• The provider <b>rarely</b> visited the activity in the performance period;</li> <li>• The activity had <b>very limited</b> resourcing;</li> <li>• There was <b>limited</b> activity progress and evolution during the performance period;</li> <li>• The activity <b>barely</b> supported the interests and/or needs of the small community / outstation.</li> </ul>

## Provider Performance

Rating	Engaging
<p><b>Non-compliance/serious underperformance</b></p>	<ul style="list-style-type: none"> <li>• The provider <b>did not</b> visit the activity in the performance period;</li> <li>• The activity was <b>severely under-resourced</b>;</li> <li>• There was <b>no</b> activity progress and evolution during the performance period;</li> <li>• The activity <b>did not</b> supports the interests and/or needs of the small community / outstation.</li> </ul>

## Provider Performance

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### Case study – how to mentor effectively and make activities work

*CatholicCare, in partnership with Atyenhenge-atherre Aboriginal Corporation, provides CDP services in the South East Alice (NT) region. Below is an extract from a speech delivered by Peter Denton from CatholicCareNT at the Provider Business Meeting in June 2018. It provides insight into many aspects of measure 4, including how to engage, motivate and help job seekers develop new skills. Peter is an Activity Supervisor in the eastern Aranda community of Ltyentye Apurte, also known as Santa Teresa (in the Northern Territory), where he has been running a men's shed for four years.*

“It’s also about skills transfer - The best bit of advice I received before coming into the field was “if you’re doing the job, you’re not doing the job.” I’ve seen mentors (activity supervisors) who end up doing all the work while participants stand around watching. A mentor’s job is to transfer skills and support participants, not to do the work themselves – even if this means participants sometimes fail at their projects. Failure can be a great teacher.

It’s also about building self-confidence and self-reliance. This means challenging participants to do new things, and letting them know when they have been successful. The reality is that many participants are hungry to learn new skills”

....

“It’s also about being flexible – a participant who has never worked is going to take time to adjust to a new routine. I often say to reluctant participants that the first step is just coming to the activity and spending an hour just watching what we do. Then gradually up the ante over the space of a couple of weeks until, hopefully, you’ll have them wanting to come every day.”

....

“Try and keep your activity open for as long as you can - Some participants will come early and leave early, others will come late and stay on, a few will be there all the time. But if they know it is open consistently, they are more likely to come.”

## Provider Performance

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### Measure 5 – Post-placement support

*Supporting job seekers to maintain employment, taking into account individual job seeker needs and employment circumstances.*

Once a job seeker commences employment, they may need a variety of support and assistance to remain in employment.

#### *Assessment and evidence*

To assess your performance, PM&C will request evidence in relation to a sample of job seekers which demonstrates the support you have delivered.

The types of evidence you may provide to demonstrate your performance against this measure include (but are not limited to):

- file notes;
- comments in the CDP IT system;
- emails between employers and job seekers;
- a database or contact log which outlines your conversations and support for individual job seekers;
- equipment, training or other relevant receipts or certificates.

If you can demonstrate that you offered post placement support and the job seeker declined, depending on the circumstances, we will either:

- exclude the job seeker from the sample, or
- if there are a number of job seekers that refuse post-placement support, we will assess how effectively you approached the job seeker and / or employer to offer support and the quality of the support you offered (even though it was declined).

Your final rating against this measure will reflect your average quality of post-placement support. You will receive a rating as per the rating scale below.



## Provider Performance

### Measure 5 – Post-placement support

*Rating scale*

Rating	Result
<p><b>Delivery meets all requirements</b> <b>(90%+)</b></p>	<p>On average, the provider delivered <b>high-quality</b> post-placement support.</p> <p>The provider <b>comprehensively</b> informed employers and job seekers about the support available and established <b>early</b> and <b>ongoing engagement</b>.</p> <p>The provider <b>extensively tailored</b> support to the unique circumstances of individual job seekers.</p>
<p><b>Delivery meets minimum requirements</b> <b>(75% - 89%)</b></p>	<p>On average, the provider delivered <b>sound</b> post-placement support.</p> <p>The provider <b>adequately</b> informed either employers or job seekers about the support available and established <b>early engagement</b>.</p> <p>The provider <b>appropriately tailored</b> support to the unique circumstances of individual job seekers.</p>
<p><b>Delivery is below requirements</b> <b>(50% - 74%)</b></p>	<p>On average, the provider delivered <b>limited</b> post-placement support.</p> <p>The provider <b>somewhat</b> informed either employers or job seekers about the support available and only <b>sometimes tailored</b> support to individual job seekers.</p>
<p><b>Delivery is substantially below requirements</b> <b>(25% - 49%)</b></p>	<p>On average, the provider delivered <b>poor</b> post-placement support.</p> <p>The provider <b>did not follow through</b> with support offered.</p> <p>Support was <b>generic</b> and did not respond to the unique circumstances of individual job seekers.</p>
<p><b>Non-compliance / serious underperformance</b> <b>(less than 25%)</b></p>	<p>On average, the provider <b>did not deliver</b> post-placement support or delivered <b>negligent</b> support that could have negatively impacted job seekers and/ or jeopardised their employment.</p>

## Provider Performance

Assessment matrix 5

Rating	Quality of support
<p><b>Delivery meets all requirements</b></p>	<p>The provider:</p> <ul style="list-style-type: none"> <li>engaged with <b>both</b> the job seeker <i>and</i> the employer to deliver support, monitor engagement and ensure that the job seeker was supported and safe in the work place*;</li> <li><b>comprehensively</b> informed the job seeker and employer about the type of post-placement support they can provide;</li> <li>established <b>early and ongoing</b> dialogue with the job seeker and employer;</li> <li><b>extensively tailored</b> support to the job seeker (including delivering holistic and innovative support where required)**;</li> <li><b>extensively</b> assisted the employer to support a job seeker with a disability (where relevant), by assisting the employer to access the Employment Assistance Fund, arrange modifications, assistive equipment, work place assessments or other support to ensure the job seeker can participate meaningfully in work.***</li> </ul>
<p><b>Delivery meets minimum requirements</b></p>	<p>The provider:</p> <ul style="list-style-type: none"> <li>engaged with <b>either</b> the job seeker and the employer to deliver support, monitor engagement and ensure that the job seeker was supported and safe in the work place*;</li> <li><b>adequately</b> informed the job seeker or employer about the type of post-placement support they can provide;</li> <li>established <b>early and ongoing</b> dialogue with either the job seeker or employer;</li> <li><b>appropriately tailored</b> support to the job seeker;</li> <li><b>adequately</b> assisted the employer to support a job seeker with a disability (where relevant), by assisting the employer to access the Employment Assistance Fund, arrange modifications, assistive equipment, work place assessments or other support to ensure the job seeker can participate meaningfully in work.***</li> </ul>

## Provider Performance

Rating	Quality of support
<p><b>Delivery is below requirements</b></p>	<p>The provider:</p> <ul style="list-style-type: none"> <li>engaged with <b>either</b> the job seeker or the employer to deliver support;</li> <li><b>somewhat</b> informed the job seeker or employer about the type of post-placement support they can provide;</li> <li><b>somewhat tailored</b> support to the job seeker but mostly delivered generic support;</li> <li><b>somewhat</b> assisted the employer to support a job seekers with a disability (where relevant), by assisting the employer to access the Employment Assistance Fund, arrange modifications, assistive equipment, work place assessments or other support to ensure the job seeker can participate meaningfully in work.***</li> </ul>
<p><b>Delivery is substantially below requirements</b></p>	<p>The provider:</p> <ul style="list-style-type: none"> <li>engaged with the job seeker and/or the employer, but <b>did not</b> follow through with any support;</li> <li><b>scarcely</b> informed the job seeker and employer about the type of post-placement support they can provide;</li> <li>did not tailor support to the job seeker and only delivered generic support;</li> <li><b>scarcely</b> assisted the employer to support a job seeker with a disability (where relevant), by assisting the employer to access the Employment Assistance Fund, arrange modifications, assistive equipment, work place assessments or other support to ensure the job seeker can participate meaningfully in work.***</li> </ul>
<p><b>Non-compliance / serious underperformance</b></p>	<p>The provider:</p> <ul style="list-style-type: none"> <li><b>did not engage</b> with either the job seeker or the employer to deliver support;</li> <li><b>did not</b> inform the job seeker and employer about the type of post-placement support they can provide;</li> <li><b>delivered careless and/or negligent support</b> that could have undermined the job seeker in their employment or otherwise negatively affected the job seeker;</li> <li><b>did not assist</b> the employer to support a job seeker with a disability (where relevant), by assisting the employer to access the Employment Assistance Fund, arrange modifications, assistive equipment, work place assessments or other support to ensure the job seeker can participate meaningfully in work.***</li> </ul>

\*If you can demonstrate that the job seeker refused to give you permission to contact the employer, you may still be able to ‘Delivery meets all requirements’, so long as you provide the relevant level of support to the job seeker.

\*\*Factors to take into account when considering tailoring includes, but is not limited to, whether the frequency of contact / support is appropriate for the job seeker and employer’s needs, the job seeker’s barriers, and personal circumstances which may impact their work and skill development required for the role.

\*\*\* If you can demonstrate that the job seeker refused to give you permission to disclose their disability to their employer, you may still be able to achieve ‘Delivery meets all requirements’

## Provider Performance

### Case study – delivering tailored support through provider, job seeker and employer collaboration

*Regional Anangu Services Aboriginal Corporation (RASAC) is the CDP provider in the Anangu Pitjantjatjara Yankunytjatjara Lands region. The following case study shows the value of provider, employer and job seeker collaboration in the delivery of tailored post-placement support.*

RASAC supported Participant A, a Youth Allowance participant with full-time Mutual Obligation requirements, to gain employment at the local store after a couple of turbulent months in CDP. This included dis-engagement from activity and appointments, disruption at activities due to family disturbances and significant Sorry Business. Through continued case management, supervisor support and mentoring, Participant A began to communicate more, gained a clearer knowledge of her requirements, engaged in CDP activities and secured employment at the store.

RASAC provided Participant A with closed in shoes, socks and a uniform to help her commence employment. RASAC was also responsive to Participant A's evolving needs and provided her with a pair of shoes and socks to start the New Year.

RASAC arranged regular post-placement support contacts with Participant A and her employer. These regular contacts were incredibly beneficial. They helped Participant A report her earnings correctly to Centrelink on her own, cease her Youth Allowance Payments in the correct time frame, provide payslips each week for processing and set up an email address to receive electronic payslips etc.

Her employer is extremely happy with her as an employee. The scheduled post-placement support contacts made with both the employer and Participant A have provided the employer with information to better support his staff and understand how the roster changes impact upon staff that do not receive income support. CDP staff are working closely with her employer to increase her hours because it is difficult for her when she has reduced income due to less hours on the roster. The employer now supports an increase in hours due to this knowledge.

Participant A has elected to stay on the CDP caseload as a voluntary participant as she has found the routine and mentoring RASAC provide to be positive for her personally.

### Measure 6 – 26 week employment outcomes

#### *Achieving the Regional Employment Target.*

PM&C will advise providers of their Regional Employment Target, a reasonable time before the performance period commences.

PM&C sets the Regional Employment Target individually for each CDP region. To ensure the Regional Employment Targets are appropriate, targets will vary for each performance period and between regions according to demographics, labour markets, economic circumstance, past performance and performance in comparable CDP regions.

Your result will be determined by the number of 26 week outcome claims approved in the CDP IT system.

## Provider Performance

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### Measure 6 – 26 week employment outcomes

A 26 week outcome claim must be created in the CDP IT system by the last day of the performance period (including Special Claims), to be included in the performance assessment.

In each performance period, PM&C provides an opportunity to request a review of your Regional Employment Target if there have been significant changes in the local labour market such as the closure of local employers, availability of only short-term work, substantial changes to the caseload or changes to the local economy as evidenced by ABS statistics.

You will receive a rating as per the rating scale below.

#### *Rating scale*

Rating	Description
<b>Delivery meets all requirements</b>	Equal to or greater than 90% of the Regional Employment Target met or exceeded
<b>Delivery meets minimum requirements</b>	Equal to, or greater than 75% of the Regional Employment Target achieved
<b>Delivery is below requirements</b>	Equal to, or greater than 50% of the Regional Employment Target achieved
<b>Delivery is substantially below requirements</b>	Equal to, or greater than 25% of the Regional Employment Target achieved
<b>Non-compliance / serious underperformance</b>	Less than 25% of the Regional Employment Target achieved

**ATTACHMENT A - VARIATION TO HEAD AGREEMENT**

The Head Agreement is varied as follows:

1. Immediately after 15. Transition Out Period, ANNEXURE 1 PART C: TWES SERVICES insert the following words:

**ANNEXURE 1 – PART D: HARVEST TRAIL SERVICES**

1. *Introduction*
2. *Application*
3. *Harvest Trail Services: Eligibility Requirements*
4. *Provider Obligations*
5. *COVID-19 and the Harvest Trail Services*

2. Immediately after 2. TWES Transition Plan Payment, ANNEXURE 2 PART C: TWES MONIES insert the following words:

**ANNEXURE 2 – PART D: HARVEST TRAIL MONIES**

1. *Harvest Trail Job Seeker Incentive Payment*
2. *Harvest Trail 4 Week Employment Outcome Funding*
3. *Harvest Trail 4 Week Employer Incentive Funding*

3. Delete the following words from ANNEXURE 1 - SERVICE DESCRIPTIONS:

**ANNEXURE 1 – SERVICE DESCRIPTIONS**

***[Note to Providers: This ANNEXURE 1 – SERVICE DESCRIPTIONS is divided into three parts according to the different types of Services that may be delivered as part of the Community Development Program: PART A – GENERAL, PART B – CDP SERVICES, PART C – TWES SERVICES]***

and insert the following words:

**ANNEXURE 1 – SERVICE DESCRIPTIONS**

***[Note to Providers: This ANNEXURE 1 – SERVICE DESCRIPTIONS is divided into four parts according to the different types of Services that may be delivered as part of the Community Development Program: PART A – GENERAL, PART B – CDP SERVICES, PART C – TWES SERVICES, PART D – HARVEST TRAIL SERVICES]***

4. Immediately after clause 15.1 of ANNEXURE 1 – PART C: TWES SERVICES insert new ANNEXURE 1 – PART D: HARVEST TRAIL SERVICES:

**ANNEXURE 1 – PART D: HARVEST TRAIL SERVICES****1. Introduction**

- 1.1 This ANNEXURE 1 PART D details the Harvest Trail Services the Provider must deliver if the Project Schedule specifies Harvest Trail Services.

- 1.2 The Harvest Trail Services consist of the following:
- (a) the CDP Services outlined in ANNEXURE 1 PART B; and
  - (b) the Harvest Trail Services outlined in this ANNEXURE 1 PART D.

## **2. Application**

- 2.1 The Provider must deliver the Harvest Trail Services in accordance with clause 5 of the Head Agreement and the Guidance.

## **3. Harvest Trail Services: Eligibility Requirements**

- 3.1 The Provider must ensure that a person referred to a Harvest Trail Service Provider to be placed in a Harvest Trail Vacancy meets one of the following eligibility requirements:
- (a) a person who is an Eligible Job Seeker; or
  - (b) a person who is an Ineligible CDP Participant.

## **4. Provider Obligations**

- 4.1 The Provider may refer a person specified at clause 3.1 to a Harvest Trail Service Provider for placement in a Harvest Trail Vacancy in a Harvest Trail Area.
- 4.2 The Provider must only refer a person specified at clause 3.1 to a Harvest Trail Service Provider for placement in a Harvest Trail Vacancy who is suitable for a Harvest Trail Employer's requirements as specified in the Guidance.
- 4.3 In respect of a person referred in accordance with clause 4.1, the Provider must:
- (a) work with the Harvest Trail Service Provider to support their placement into Harvest Trail Vacancies;
  - (b) ensure they are suitable for and can meet the labour needs of a Harvest Trail Vacancy;
  - (c) record the Harvest Trail Vacancy in the IT Systems in accordance with any Guidance;
  - (d) in addition to providing the Relocation Assistance specified at ANNEXURE 1 PART B CDP Services, assist them to apply for Relocation Assistance, if applicable; and
  - (e) retain Documentary Evidence, as specified in the Project Agreement and Guidance.

## **5. COVID-19 and the Harvest Trail Services**

- 5.1 The Provider must:
- (a) be aware of and act in accordance with relevant COVID-19 requirements for interstate travel and travel between regions when considering the placement of a person specified at clause 3.1 in a Harvest Trail Vacancy; and
  - (b) refer to the relevant state and territory COVID-19 guidelines for specific details of health declaration and self-isolation requirements.

5. Delete the following words from ANNEXURE 2 – MONIES:

## **ANNEXURE 2 – MONIES**

**[Note to Providers: This ANNEXURE 2 – MONIES is divided into three parts: PART A – GENERAL, PART B – CDP MONIES, PART C – TWES MONIES]**

and insert the following words:

**ANNEXURE 2 – MONIES**

*[Note to Providers: This ANNEXURE 2 – MONIES is divided into four parts: PART A – GENERAL, PART B – CDP MONIES, PART C – TWES MONIES, PART D – HARVEST TRAIL MONIES]*

6. Delete clause 1.1 of Annexure 2 - Part A: GENERAL and insert the following words:

- 1.1 The Department will pay to the Provider the following Payments in accordance with the Project Agreement, if those Payments are specified in the Project Schedule:
- (a) Case Management Payment;
  - (b) Attendance Payment;
  - (c) Employment Outcome Payment;
  - (d) TWES Service Payment;
  - (e) TWES Transition Plan Payment;
  - (f) Ancillary Payments;
  - (g) Harvest Trail Job Seeker Incentive Payment;
  - (h) Harvest Trail 4 Week Employment Outcome Funding; and
  - (i) Harvest Trail 4 Week Employer Incentive Funding.

7. Immediately after clause 2.3 of ANNEXURE 2 – PART C: TWES MONIES insert new ANNEXURE 2 – PART D: HARVEST TRAIL MONIES:

**ANNEXURE 2 – PART D: HARVEST TRAIL MONIES**

**1. Harvest Trail Job Seeker Incentive Payment**

- 1.1 The Harvest Trail Job Seeker Incentive Payment is payable when a person specified in clause 3.1 of ANNEXURE 1 PART D: HARVEST TRAIL SERVICES commences Employment in a Harvest Trail Vacancy, in a Harvest Trail Area.
- 1.2 The Provider must pay a person specified in clause 3.1 of ANNEXURE 1 PART D: HARVEST TRAIL SERVICES the Harvest Trail Job Seeker Incentive Payment within 10 Business Days of their commencement in Employment in a Harvest Trail Vacancy, in a Harvest Trail Area (or as soon as practicable after).
- 1.3 After the Provider has made a payment in accordance with clause 1.2, the Provider may claim the Harvest Trail Job Seeker Incentive Payment in respect of a person specified in clause 3.1 of ANNEXURE 1 PART D: HARVEST TRAIL SERVICES who commences Employment in a Harvest Trail Vacancy, in a Harvest Trail Area.



- 1.4 The Provider may not claim more than two amounts of Harvest Trail Job Seeker Incentive Payment per person specified in clause 3.1 of ANNEXURE 1 PART D: HARVEST TRAIL SERVICES who commences in a Harvest Trail Vacancy, in a Harvest Trail Area in a twelve month period.
- 1.5 The Department will pay the Provider an amount equivalent to the Harvest Trail Job Seeker Incentive Payment, when:
  - (a) the Provider has made a claim for the Harvest Trail Job Seeker Incentive Payment in the IT Systems, and;
  - (b) the Department is satisfied that the Provider has provided Documentary Evidence that the Harvest Trail Job Seeker Incentive Payment has been paid to a person specified in clause 3.1 of ANNEXURE 1 PART D: HARVEST TRAIL SERVICES who commenced Employment in a Harvest Trail Vacancy, in a Harvest Trail Area, within the timeframe set out in clause 1.2.
- 1.6 The amount of the Harvest Trail Job Seeker Incentive Payment will be calculated for each person specified in clause 3.1 of ANNEXURE 1 PART D: HARVEST TRAIL SERVICES who commenced Employment in a Harvest Trail Vacancy, in a Harvest Trail Area, in accordance with the following table:

Monies	Amount of Monies
Harvest Trail Job Seeker Incentive Payment	\$500 (GST exclusive)

**2. Harvest Trail 4 Week Employment Outcome Funding**

- 2.1 The Harvest Trail 4 Week Employment Outcome Funding is payable to Providers as part of delivering Harvest Trail Services.
- 2.2 The Department will pay the Harvest Trail 4 Week Employment Outcome Funding where a person specified in sub-clause 3.1(a) of ANNEXURE 1 PART D: HARVEST TRAIL SERVICES has achieved a 4 Week Outcome, subject to allowable breaks in Employment as set out in the Guidance.
- 2.3 The Provider may claim the Harvest Trail 4 Week Employment Outcome Funding in respect of a person specified in sub-clause 3.1(a) of ANNEXURE 1 PART D: HARVEST TRAIL SERVICES who achieves a 4 Week Outcome, subject to allowable breaks in Employment as set out in the Guidance, but only where the Provider referred the person to the Harvest Trail Service Provider for placement in the Harvest Trail Vacancy.
- 2.4 The Provider may not claim more than two amounts of Harvest Trail 4 Week Employment Outcome Funding in respect of a person specified in sub-clause 3.1(a) of ANNEXURE 1 PART D: HARVEST TRAIL SERVICES who achieves a 4 Week Outcome, subject to allowable breaks in Employment as set out in the Guidance, in a twelve month period.
- 2.5 The Provider may not claim an amount of Harvest Trail 4 Week Employment Outcome Funding in respect of a person specified in sub-clause 3.1(b) of ANNEXURE 1 PART D: HARVEST TRAIL SERVICES.
- 2.6 The Department will pay the Harvest Trail 4 Week Employment Outcome Funding in the IT Systems if the Department is satisfied that the Provider has:
  - (a) confirmed that the 4 Week Outcome has been achieved;

- (b) made a claim for the Harvest Trail 4 Week Employment Outcome Funding in the IT Systems; and
- (c) provided Documentary Evidence to the Department in respect of a person specified in sub-clause 3.1(a) of ANNEXURE 1 PART D: HARVEST TRAIL SERVICES achieving a 4 Week Outcome, subject to allowable breaks in Employment as set out in the Guidance.

2.7 The amount of the Harvest Trail 4 Week Employment Outcome Funding will be calculated for each person specified in sub-clause 3.1(a) of ANNEXURE 1 PART D: HARVEST TRAIL SERVICES who achieves a 4 Week Outcome, subject to allowable breaks in Employment as set out in the Guidance, in accordance with the following table:

Monies	Amount of Monies
Harvest Trail 4 Week Employment Outcome Funding	\$1,500.00 (GST exclusive)

2.8 For the avoidance of doubt, the Provider may also claim:

- (a) 13 Week Employment Outcome; and
- (b) 26 Week Employment Outcome,

where eligible in accordance with ANNEXURE 2 PART B CDP MONIES.

**3. Harvest Trail 4 Week Employer Incentive Funding**

3.1 Harvest Trail 4 Week Employer Incentive Funding is payable to the Provider if the Provider is providing Harvest Trail Services, to help connect Eligible Job Seekers with Harvest Trail Employers. Harvest Trail 4 Week Employer Incentive Funding is Funding for the purposes of the Project Agreement.

3.2 The Provider may claim the Harvest Trail 4 Week Employer Incentive Funding where the Department is satisfied:

- (a) a person specified in sub-clause 3.1(a) of ANNEXURE 1 PART D: HARVEST TRAIL SERVICES has achieved a 4 Week Outcome, subject to allowable breaks in Employment as set out in the Guidance; and
- (b) Documentary Evidence of a person specified in sub-clause 3.1(a) of ANNEXURE 1 PART D: HARVEST TRAIL SERVICES having achieved a 4 Week Outcome, subject to allowable breaks in Employment as set out in the Guidance, has been provided to the Department.

3.3 The Provider may claim the Harvest Trail 4 Week Employer Incentive Funding where a person specified in sub-clause 3.1(a) of ANNEXURE 1 PART D: HARVEST TRAIL SERVICES has achieved a 4 Week Outcome, subject to allowable breaks in Employment as set out in the Guidance.

3.4 The Provider may not claim more than two amounts of Harvest Trail 4 Week Employer Incentive Funding per person specified in sub-clause 3.1(a) of ANNEXURE 1 PART D: HARVEST TRAIL SERVICES who has achieved a 4 Week Outcome in a twelve month period, subject to allowable breaks in Employment as set out in the Guidance.

- 3.5 The Provider may not claim the Harvest Trail 4 Week Employer Incentive Funding in respect of a person specified in sub-clause 3.1(b) of ANNEXURE 1 PART D: HARVEST TRAIL SERVICES.
- 3.6 The Provider must not claim an amount of Harvest Trail 4 Week Employer Incentive Funding where:
  - (a) the Provider is the Employer, unless the Department has given written approval; or
  - (b) the Employer is receiving any payments to employ a person specified in clause 3.1 of ANNEXURE 1 PART D: HARVEST TRAIL SERVICES through any other Commonwealth, State or Territory government program.
- 3.7 Where the Provider receives an amount of Harvest Trail 4 Week Employer Incentive Funding, the Provider must ensure that the Employer of a person specified in sub-clause 3.1(a) of ANNEXURE 1 PART D: HARVEST TRAIL SERVICES who achieves a 4 Week Outcome, subject to allowable breaks in Employment as set out in the Guidance, is paid an equivalent amount within 10 Business Days of the Provider receiving the Harvest Trail 4 Week Employer Incentive Funding.
- 3.8 If the Provider does not pay the Employer in accordance with clause 3.7 of this ANNEXURE 2 PART D, the Provider must repay the amount of the Harvest Trail 4 Week Employer Incentive Funding to the Department in accordance with the Guidance.
- 3.9 The amount of the Harvest Trail 4 Week Employer Incentive Funding will be calculated for each person specified in sub-clause 3.1(a) of ANNEXURE 1 PART D: HARVEST TRAIL SERVICES in accordance with the following table:

Monies	Amount of Monies
Harvest Trail 4 Employer Incentive Funding	\$1,500.00 (GST exclusive)

- 3.10. For the avoidance of doubt, where eligible the Provider may also claim the 26 week Employer Incentive Funding in accordance with ANNEXURE 2 PART B CDP MONIES.
8. At clause 2 of ANNEXURE 5 –INTERPRETATION AND GLOSSARY immediately before the definition of **ABN**, insert:

**4 Week Outcome** means that, for the duration of a 4 Week Period, a Harvest Worker has completed at least 80 hours of Employment in Harvest Work.

**4 Week Period** means a period of four consecutive weeks from the date on which an Eligible Job Seeker or Ineligible CDP Participant first commences in the Harvest Trail Vacancy as verified by the Provider and recorded in the IT Systems.

- 9. At clause 2 of ANNEXURE 5 –INTERPRETATION AND GLOSSARY immediately after the definition of **GST Act**, insert:

**Harvest Crops** means all vegetables, fruits, grains, seeds, hops, nuts, fungi, olives, flowers, broad acre crops, sugarcane, sandalwood, herbs or other specialised crops as described in any Guidelines.

**Harvest Trail 4 Week Employer Incentive Funding** means the Funding of that name described in ANNEXURE 2 PART D (Harvest Trail Monies).

**Harvest Trail 4 Week Employment Outcome Funding** means the Funding of that name described in ANNEXURE 2 PART D (Harvest Trail Monies).

**Harvest Trail Area** means the geographical areas where the Harvest Trail Regions overlap with the Regions as set out in the Guidance.

**Harvest Trail Employer** means an entity:

- (a) whose business undertakes Harvest Work within a Harvest Trail Area; and
- (b) that has the legal capacity to enter into a contract of employment with an Eligible Job Seeker and Ineligible CDP Participant.

**Harvest Trail Job Seeker Incentive Payment** means the Payment of that name described in ANNEXURE 2 PART D (Harvest Trail Monies).

**Harvest Trail Region** means one of the geographical areas identified in the Guidance.

**Harvest Trail Services** means the Services of that name which the Provider is required to deliver in accordance with ANNEXURE1 PART D (Harvest Trail Services).

**Harvest Trail Service Provider** means any entity listed in the Project Schedule as the Harvest Trail Service Provider who places an Eligible Job Seeker or Ineligible CDP Participant into a Harvest Trail Vacancy.

**Harvest Trail Vacancy** means a vacancy that:

- (a) involves Harvest Work;
- (b) requires direct employment with a Harvest Employer as an employee (not a contractor);
- (c) does not contravene Commonwealth, state or territory legislation;
- (d) provides terms and conditions of employment which are consistent with the relevant workplace relations laws, or any instrument made under such laws, and work health and safety laws, or any instrument made under such laws; and
- (e) is as otherwise described in any Guidelines.

**Harvest Work** means work in a Harvest Trail Area that includes one or more 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 within a Harvest Area;
- (f) local storage and local transportation of Harvest Crops;
- (g) pruning and trimming vines and or fruit trees, chipping and weeding; and
- (h) operating harvest equipment.

**Harvest Worker** means an Eligible Job Seeker or Ineligible CDP Participant who is placed into a Harvest Trail Vacancy, in a Harvest Trail Area.

**ATTACHMENT A - VARIATION TO HEAD AGREEMENT**

The Head Agreement is varied as follows:

1. Delete clause 18.2(b) in Annexure 1 Part B: CDP Services in its entirety.
2. Delete clause 18.4 in Annexure 1 Part B: CDP Services in its entirety.
3. Delete clause 27.1(d) in Annexure 1 Part B: CDP Services in its entirety.
4. Delete the following clause 35.1 Annexure 1 Part B: CDP Services in its entirety:

‘The Provider must, in accordance with the Guidance and in consultation with the communities in the Provider Region deliver appropriate and sufficient Activities to allow Work for the Dole Participants to meet the requirement in their Job Plan to participate in Work for the Dole.’

and insert the following clause 35.1 in Annexure 1 Part B: CDP Services:

‘The Provider must, in accordance with the Guidance and in consultation with the communities in the Provider Region deliver appropriate and sufficient Activities to allow Work for the Dole Participants to agree in their Job Plan to participate in Work for the Dole, described as a voluntary activity.’

5. Delete clause 38.2 in Annexure 1 Part B: CDP Services in its entirety.
6. Delete the following clause 38.4 in Annexure 1 Part B: CDP Services:

‘The Provider must ensure that WfD Participants clearly understand their requirement to attend Activities, and that this is clearly set out in their Job Plans in accordance with the Guidance.’

and insert the following clause 38.4 in Annexure 1 Part B: CDP Services:

‘The Provider must ensure that WfD Participants understand their participation in WfD is voluntary, and that this is clearly set out in their Job Plans in accordance with the Guidance.’

**THIS DEED** is made on

2015

**BETWEEN:**

The Commonwealth of Australia as represented by the Department of the Prime Minister and Cabinet  
**(Department)**

AND

s22(1)  **(Provider)**

**BACKGROUND:**

- A The Department and the Provider are parties to a funding agreement dated 24 June 2013 (**Agreement**), under which the Provider participates in the Remote Jobs and Community Programme (**RJCP**). The Agreement consists of documents known as the General Terms and Conditions, the Remote Activity Conditions (**RACs**), the Particulars, an Activity Schedule and the Guidelines.
- B The Australian Government has introduced reforms to the RJCP, designed to reduce red tape for providers, and assist in further creating real jobs for those living in remote regions of Australia. The reforms include a simplified regime for payments to providers, the introduction of 'Work for the Dole' activities, changes to ensure that other assistance provided to job seekers is effectively targeted, the end of the Remote Youth Leadership and Development Corp (RYLDC) and CDEP schemes and payments to employers on achievement of job outcomes.
- C In order to implement the reforms, the parties have agreed to amend the Agreement as set out in this Deed.

**IT IS AGREED:**

- 1) The parties agree that on and from 1 July 2015 (**Variation Date**), the Agreement will be varied by:
- a) replacing the existing General Terms and Conditions with those set out in **Attachment 1**;
  - b) replacing the existing RAC 1 with that set out in **Attachment 2**;
  - c) replacing the existing RAC 2 with that set out in **Attachment 3**;
  - d) deleting all of that part of the Agreement known as "Remote Activity Conditions 3" or "RAC 3"; and
  - e) making the other changes to the Agreement set out in **Attachment 4**.

- 2) The parties agree that, despite the deletion of RAC 3 from the Agreement, the following transitional provisions will apply after the Variation Date:
  - a) if the Provider received any Funding under the CDEP Scheme under RAC 3 before the Variation Date (**CDEP Funding**), the Provider must do the following things in accordance with RAC 3, as if RAC 3 had continued in force after the Variation Date:
    - i) the Provider must provide an independently audited Acquittal Report for CDEP Wage Funds, for the 2014-2015 financial year, including all required performance and other reporting (and any outstanding reports for previous financial years); and,
    - ii) the Provider must undertake acquittal processes in relation to the CDEP Funding (and the parties acknowledge and agree that the CDEP Period ends on 30 June 2015); and
  - b) all provisions in RAC 3 and the Agreement in relation to the Department's ability to recover money, or to conduct audits, or to require records or documents to be produced, in relation to CDEP Funding, continue after the Variation Date as if RAC 3 had not been deleted from the Agreement.
- 3) All provisions of the Agreement not expressly varied by this Deed will continue.
- 4) Nothing in this Deed affects any right or obligation that arises before the Variation Date.
- 5) This Deed is governed by the law of New South Wales.
- 6) The rules in the Agreement about interpretation apply to this Deed.

**EXECUTED AS A DEED:**

Executed by s22(1) acting by the following persons or, if the seal is affixed, witnessed by the following persons in accordance with s99-5 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006*:

.....  
Signature of director

.....  
Signature of director/company secretary

.....  
Name of director (print)

.....  
Name of director/company secretary (print)



**ATTACHMENT 1: NEW GENERAL TERMS AND CONDITIONS**

# FUNDING AGREEMENT 2013 – 2018

## Remote Jobs and Communities Programme

### General Terms and Conditions

## GENERAL TERMS AND CONDITIONS

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# General Terms and Conditions

## Reader's guide to this Agreement

This Agreement consists of:

- (a) the Particulars;
- (b) this document (the General Terms and Conditions);
- (c) the Remote Conditions, namely:
  - (i) the Remote Services (RAC1) ; and
  - (ii) the Remote Youth Leadership and Development Corps (RAC2), but these Remote Conditions only apply for RYLDC Participants who commenced their RYLDC Placement before 1 July 2015;
- (d) the Activity Schedule;
- (e) the Annexures; and
- (f) the Guidelines.

The Particulars identifies the Parties to this Agreement (We and You) and contains the signatures of the Parties.

The Activity Schedule sets out specific details about the Agreement and the Services.

This document contains the terms and conditions which are the general rights and obligations of the Parties under this Agreement that apply to the delivery of all of the Services.

The Remote Conditions set out the specific rights and obligations of the Parties under this Agreement that apply to the delivery of specific Services..

This Agreement includes Annexures. Importantly, Annexure 1 to the General Terms and Conditions sets out the definitions for the capitalised terms used in this Agreement.

There are Guidelines which form part of this Agreement. The Guidelines set out further detail and information about Your responsibilities and required actions when performing particular obligations under this Agreement. Please read all parts of this Agreement together and carefully.

We may extend this Agreement for up to five years beyond the Services End Date originally specified for this Agreement (see clause 5).

*Note: The information in this box is provided for guidance only and does not form part of the legal obligations under this Agreement (see clause 3.3).*

# General Terms and Conditions

## OPERATIVE PROVISIONS

### PART A INTRODUCTION

#### 1. Objectives

1.1 The Remote Jobs and Communities Programme supports the provision of a jobs, participation and community development service in remote Australia. The Objective of the Remote Jobs and Communities Programme is to:

- (a) support WfD Participants in remote Regions of Australia participating in Activities as part of continuous participation in Work for the Dole, to build their job readiness and contribute to the community;
- (b) support Eligible Job Seekers to build skills and get a job, including through participating in Activities that contribute to the strength and sustainability of their communities; and
- (c) work in partnership with Employers to place Eligible Job Seekers into jobs and support Eligible Job Seekers to remain in a job.

#### 2. Definitions

2.1 In this Agreement, unless the contrary intention appears, all capitalised terms have the meaning given to them in the Definitions in Annexure 1. All other words have their natural and ordinary meaning.

#### 3. Interpretation

3.1 In this Agreement:

- (a) unless the contrary intention appears, references to 'Us', 'We' and 'Our' apply to the Commonwealth of Australia, acting through the Department of the Prime Minister and Cabinet, or any other agency or body with responsibility for administering this Agreement;
- (b) words in the singular include the plural, and vice versa;
- (c) words importing a gender include the other gender;
- (d) a reference to a person includes a partnership and a body whether corporate or otherwise;
- (e) unless stated otherwise, a reference to a table, clause, paragraph, sub-paragraph or an Annexure is a reference to a table, clause, paragraph, sub-paragraph or an Annexure in the part of this Agreement in which the reference appears;
- (f) clause headings or words in bold format are inserted for convenience only, and have no effect in limiting or extending the language of provisions;
- (g) all references to dollars are to Australian dollars;

## General Terms and Conditions

- (h) unless stated otherwise, a reference to legislation is to legislation of the Commonwealth, as amended from time to time;
- (i) unless stated otherwise, a reference to Guidelines is a reference to the Guidelines as amended by Us from time to time;
- (j) a reference to a website is a reference to the website as amended from time to time;
- (k) an uncertainty or ambiguity in the meaning of a provision of this Agreement will not be interpreted against a Party just because that Party prepared the provision; and
- (l) 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.

3.2 No right or obligation in this Agreement is to be read or understood as limiting Your rights to enter into public debate or criticism of Us.

3.3 Material contained in any reader's guides, notes or information boxes in this Agreement is for information only, and has no effect in limiting or extending the legal effect of provisions.

3.4 Unless stated otherwise, the General Terms and Conditions apply to the interpretation and operation of the other parts of this Agreement.

3.5 You agree that Guidelines:

- (a) form part of this Agreement and that You must perform all obligations in this Deed in accordance with any Guidelines, even if a particular clause does not expressly refer to any Guidelines; and
- (b) may be varied by Us at any time and at Our absolute discretion.

### 4. Precedence

4.1 In the event of any conflict or inconsistency between any part of:

- (a) the General Terms and Conditions;
- (b) the Remote Conditions;
- (c) the Activity Schedule;
- (d) the Annexures; or
- (e) any Guidelines,

the material in any one of paragraphs (a) to (d) above prevails, to the extent of any conflict or inconsistency, over the material in a subsequent paragraph.

### 5. Term of this Agreement and Extension

5.1 This Agreement starts on the Services Start Date and ends on the Services End Date.

5.2 We may offer to extend this Agreement:

## General Terms and Conditions

- (a) for any period(s) of time up to a maximum of five years;
- (b) by sending You a Notice in accordance with clause 60, not less than 30 days before the start of the extension; and
- (c) on the basis of additional terms and conditions, or variations to existing terms and conditions (including the amount of Monies payable to You), as specified in the Notice under clause 5.2(b).

5.3 If You accept Our offer to extend the Term of this Agreement, the Term of this Agreement will be so extended, and, subject to clause 5.2(c), all terms and conditions of this Agreement continue to apply, unless otherwise agreed in writing between the Parties.

### 6. Survival of clauses

6.1 The termination or expiry of this Agreement for any reason does not extinguish or otherwise affect:

- (a) clauses 17 [Information Technology], 22 [Management of Funding], 23 [Repayment of Monies paid under this Agreement], 24 [Assets], 26 [Reports], 28 [Commonwealth Material], 29 [Services Material], 30 [Confidential Information], 31 [Personal Information and Protected Information], 33 [Indemnity], 35 [Insurance], 38 [Evaluation], 43 [Dispute resolution], 45 [Remedies], 51 [Acknowledgment and publicity], 58.15 [Strengthening Organisational Governance] and 59 [Applicable law and jurisdiction]; and
- (b) any provisions, other than those aforementioned, that are expressly specified as surviving, or by implication from their nature are intended to survive.

6.2 Clauses 27 [Records] and 32 [Access to premises and records] apply during the Term of this Agreement and for seven years from the Services End Date.

## PART B CONDUCTING THE SERVICES

### 7. Conducting the Services

7.1 You must carry out the Services:

- (a) to Our satisfaction;
- (b) during the Term of this Agreement;
- (c) in accordance with this Agreement including the Guidelines, and, if accepted by Us, any undertaking given, or representation made by You during the expression of interest process or in Your response to the expression of interest process for this Agreement; and
- (d) in a manner which meets the Objectives.



## General Terms and Conditions

- 7.2 If You become aware that You are unable to satisfy or have otherwise failed to comply with the undertakings You have given to Us in accordance with clause 7.1(c) of this Agreement, You must Notify Us immediately of:
- (a) the details of the undertakings which You are unable to satisfy or have failed to comply with; and
  - (b) any other information that We request.
- 7.3 You must not:
- (a) act in a way that in Our view brings, or may bring the Services or any Activities into disrepute; or
  - (b) engage in any practice that dishonestly or improperly manipulates Records or the Services with the intention of maximising payments of Monies to You, or otherwise obtaining a benefit for You or any other person.
- 7.4 You must advise Your officers and employees:
- (a) that they are Commonwealth public officials for the purposes of section 142.2 of the *Criminal Code Act 1995* (Cth); and
  - (b) that acting with the intention to dishonestly obtain a benefit for any person is punishable by penalties including imprisonment.
- 7.5 You must take all reasonable steps to minimise delay or the negative impact of any matter(s) that affects your ability to meet Your obligations under this Agreement.

## 8. Location of the Services

- 8.1 Unless otherwise directed by Us, You must:
- (a) provide the Services, in accordance with Your Region Coverage:
    - (i) in all of Your Region(s);
    - (ii) at all of the Sites; and
    - (iii) at any other locations in Your Region(s) as required in order to ensure that the Services are properly conducted across the entirety of Your Region(s) and for all Eligible Job Seekers in Your Region(s);
  - (b) maintain a permanent presence in each of Your Region(s) through:
    - (i) at least one Full-Time Site in each of Your Region(s); and
    - (ii) additional Sites sufficient to properly conduct the Services across the entirety of Your Region(s), for all Eligible Job Seekers in Your Region(s), in accordance with Your Region Coverage; and
  - (c) ensure that all of Your Sites are:
    - (i) accessible to people with disability; and

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- (ii) open for the conduct of the Services on the business days and at the times specified at items 6.3 and 6.4 of the Activity Schedule; and
- (d) provide the Services, in any other Region, as required by this Agreement, or otherwise by Us, and do so in accordance with any Guidelines; and
- (e) take all reasonable steps to avoid acts or omissions which You could reasonably foresee would be likely to cause injury to any persons at the locations from which You deliver the Services.

### 9. Service level expectations

9.1 We provide no guarantee of:

- (a) the numbers of Eligible Job Seekers for any Services or any Activities or in any of Your Region(s); or
- (b) the accuracy of the labour market and information provided by Us in the relevant expression of interest process for this Agreement.

### 10. Service Guarantee

10.1 You must, once it is provided to You by Us:

- (a) conduct the Services in accordance with the Service Guarantee; and
- (b) provide a copy of the Service Guarantee to all Eligible Job Seekers at their Initial Interview; and
- (c) prominently display in Your offices and all Sites, and make available to Eligible Job Seekers, Employers and other users of the Services, promotional Material made available by Us about the Service Guarantee.

### 11. Code of Practice

11.1 In conducting the Services, You must, once it is provided to You by Us:

- (a) comply with the Code of Practice;
- (b) provide a copy of the Code of Practice to all Eligible Job Seekers at their Initial Interview;
- (c) explain the Code of Practice to all Eligible Job Seekers; and
- (d) prominently display in Your offices and all Sites and make available to the public promotional Material made available by Us about the Code of Practice.

### 12. Your responsibility

12.1 You are fully responsible for:

- (a) the performance of the Services;
- (b) ensuring Your compliance with the requirements of this Agreement; and

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(c) all costs of meeting Your obligations under this Agreement, notwithstanding any other matter or arrangement, including subcontracting of the Services or, subject to Our right to step in under clause 46, involvement by Us in the performance of the Services.

### 13. Subcontracting

- 13.1 Unless We advise You to the contrary, or this Agreement otherwise provides, You must not, without Our prior written approval, subcontract the performance of any obligations under this Agreement. In giving approval, We may impose terms and conditions as We think fit.
- 13.2 The subcontractors We have approved at the Services Start Date, and any terms and conditions relating to their use, are identified at item 8 of the Activity Schedule.
- 13.3 You must ensure that in any subcontract You:
- (a) reserve a right of termination to take account of Our right of termination under clauses 47 [Termination with costs and reduction] and 48 [Termination for default] of this Agreement and Our right of revocation of approval of a subcontractor under clause 13.5 of this Agreement; and
  - (b) bind the subcontractor, with respect to Us, to all relevant terms and conditions of this Agreement including, but not limited to, clauses 27 [Records], 29 [Services Material], 30 [Confidential Information], 31 [Personal Information and Protected Information], 32 [Access to premises and records], 35 [Insurance], 52 [Negation of employment, partnership or agency] and 58 [Compliance with laws and policies] (including without limitation clause 58.8 [work health and safety], but not including clauses 58.11 to 58.15 [Strengthening Organisational Governance policy]).
- 13.4 Despite any approval given by Us under clause 13.1 or otherwise, You are responsible for ensuring the suitability of a subcontractor for the work proposed to be carried out and for ensuring that the work meets the requirements of this Agreement.
- 13.5 We may revoke Our approval of a subcontractor on any reasonable ground by giving written Notice to You. On receipt of the Notice You must, at Your own cost, promptly cease using that subcontractor and arrange their replacement with personnel or another subcontractor acceptable to Us.
- 13.6 If We revoke Our approval of a subcontractor, You remain liable under this Agreement for the past acts or omissions of Your subcontractors as if they were current subcontractors.
- 13.7 You must not enter into a subcontract under this Agreement with a subcontractor named by the Director of the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).
- 13.8 You must not terminate any approved subcontract in connection with this Agreement, other than one with a Supervisor or a Host, without Our prior written approval.

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### 14. Personnel

- 14.1 We may give Notice on reasonable grounds (including regarding actual or suspected serious misconduct) requiring You to remove some or all of Your personnel from work on the Services. If We do so, You must, at Your own cost, promptly arrange for the removal of Your relevant personnel from work on the Services and their replacement with personnel acceptable to Us.
- 14.2 If You are unable to provide acceptable replacement personnel, We may terminate this Agreement under clause 48 [Termination for default].

### 15. Liaison, monitoring and directions

- 15.1 You must:
- (a) liaise with and provide any information to Us, or to any person nominated by Us, as We may reasonably require;
  - (b) immediately comply with all of Our reasonable requests, directions, or monitoring requirements; and
  - (c) immediately Notify Us of any matter or incident that could be damaging to Your reputation or Our reputation should it become publicly known.

### 16. Serious Incident reporting

- 16.1 You must Notify Us immediately of any Serious Incident occurring or any circumstance that could have resulted in the occurrence of a Serious Incident, but did not.
- 16.2 Where a Serious Incident is an accident, or involves serious injury or death, irrespective of whether the injured party makes a claim at the time of the Serious Incident, You must immediately, and in all cases within 24 hours:
- (a) notify Our insurance broker as specified in any Guidelines;
  - (b) submit a Serious Incident report to Our insurance broker (in the form required by Our insurance broker as specified in any Guidelines) giving full details of the accident, injury or death; and
  - (c) provide a copy of the Serious Incident report to the Account Manager.
- 16.3 You must comply with any instructions issued by Us or Our insurance broker in relation to insurance purchased by Us for Eligible Job Seekers.
- 16.4 You must, within 10 business days of a Serious Incident occurring or within any other time period specified by Us, provide a detailed written Report to Us that, at a minimum, includes the following details:
- (a) the nature of, and circumstances surrounding, the Serious Incident;
  - (b) the steps You have taken, and will take, to manage the Serious Incident;

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- (c) the steps You have taken, and will take, to reduce the risk that the Serious Incident will occur in the future;
- (d) Your plans to manage Eligible Job Seekers that may be affected by the Serious Incident to minimise any disruption to the Services or their Activities; and
- (e) such other information regarding the Serious Incident that We may require.

16.5 Upon receipt of the Report in accordance with clause 16.4, We may either:

- (a) direct You to suspend, vary or terminate the aspect of the Services or Activities affected by the Serious Incident; or
- (b) direct You to continue the aspect of the Services or Activities affected by the Serious Incident, subject to any conditions that We may Notify,

and You must immediately comply with such a direction.

### 17. Information Technology

#### *Our IT Systems*

17.1 You must conduct the Services using Our IT Systems and comply with any directions from Us in relation to such use.

#### *Training and technical advice*

17.2 Where specified by Us, Your personnel must not access or use specified Our IT Systems until they have successfully completed training that is relevant (as determined by Us) to the use of Our IT Systems, or otherwise provided by Us.

17.3 You must:

- (a) nominate one or more of Your personnel to receive technical advice from Us on Our IT Systems and to provide advice to Us on technical issues arising from using Our IT Systems ('IT Contact');
- (b) Notify Us of the name(s) of the IT Contact and their contact details;
- (c) ensure that the IT Contact:
  - (i) disseminates technical advice to Your personnel and subcontractors as appropriate, in order to minimise disruption to the Services; and
  - (ii) provides advice, as requested by Us:
    - (A) to assist in resolution of Our IT Systems technical issues; and
    - (B) in relation to Your readiness to utilise Our IT Systems; and
- (d) where the IT Contact details change, Notify Us accordingly.

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### *Accuracy and Completeness*

17.4 You must ensure that:

- (a) You enter and record data on Our IT Systems in accordance with any Guidelines and Our directions; and
- (b) all data entered on Our IT Systems is true, accurate and complete.

### *Access and use of Our IT Systems*

17.5 You must provide information technology systems, including an internet connection and computers running web browser applications, which are adequate and appropriate for accessing and using Our IT Systems and carrying out Your other obligations under this Agreement.

*Note: While other web browser applications will most likely work effectively with Our IT Systems, We will be focussed on ensuring full compatibility of systems with Internet Explorer 9 or later versions. Further, while We do not require any particular operating system or hardware, We advise that a higher speed internet connection will better support the upload and download speed of data, and that hardware should be appropriate to supporting the use of web browser applications in an office environment.*

17.6 If any of Your personnel require assistive technology to access Our IT Systems, You must install suitable accessibility software to allow such access.

### *Our Security Policy and Cybersafety Policy*

17.7 You must, when performing Your obligations under this Agreement, comply with Our Security Policy and Our Cybersafety Policy.

17.8 You must ensure that a Security Contact for You is appointed at all times during the Term of this Agreement and that at all times We have up to date contact details for the current Security Contact.

17.9 Your information technology systems that access and use Our IT Systems must be secure and have security controls in the operating system that:

- (a) protect the data on Our IT Systems from any unauthorised use, including by Your staff, subcontractors and Customers; and
- (b) protect Your data on Our IT Systems from any unauthorised use, including by Your staff, subcontractors and Customers.

17.10 You must take reasonable steps to:

- (a) ensure that security measures such as firewall security and virus protection software are installed and maintained to safeguard equipment and data integrity;

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- (b) prevent the sharing of user identification and passwords among Your staff and subcontractors by putting in place appropriate policies and procedures;
- (c) terminate Your staff and subcontractor access to Our IT Systems immediately on staff separation or termination or expiration of the subcontracting arrangement; and
- (d) prevent unauthorised access by Your staff and subcontractors to Our IT Systems.

17.11 Subject to clause 27 [Records], where, in relation to Our IT Systems, You give access to electronic Records, or any derivative thereof, to third parties, including, but not limited to:

- (a) third-party hosting entities; or
- (b) outsourced information technology service providers,

You must ensure that a non-disclosure deed, in the form specified at Annexure 2 to this Agreement, is signed by each relevant third party prior to that third party being granted any such access, and only grant such access in accordance with Our Security Policy, Our Cybersafety Policy and any Guidelines.

### *Detection and reporting of breaches*

17.12 You must (through Your Security Contact) report all breaches of IT security, including where Your personnel suspect that a breach may have occurred or that a person may be planning to breach IT security, to the Account Manager.

*Note: We monitor all use of Our IT Systems and through this, and other means may detect a breach, potential breach or planned breach of IT security.*

17.13 When reporting a breach or suspected breach to Us, You may propose a course of action aimed at ensuring that the breach is terminated quickly and does not occur again, including temporary suspension of a user's access, counselling and/or disciplining a user. Where this occurs, We may, at Our absolute discretion:

- (a) agree to such a proposal;
- (b) impose requirements and conditions in addition to Your proposal; and
- (c) agree not to impose any additional access restrictions.

17.14 Where We consider that You may be in breach of this clause 17 or Our Security Policy, or there is a risk of such a breach, We may, at Our absolute discretion, immediately suspend access to Our IT Systems for any one or more of the following:

- (a) any of Your personnel;
- (b) any of Your subcontractors; or
- (c) You,

by providing Notice to You.

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- 17.15 Where We determine that You are in breach of, or have previously breached, this clause 17, or Our Security Policy, We may immediately take action including, but not limited to, any one or more of the following:
- (a) suspending or terminating access to Our IT Systems for:
    - (i) any of Your personnel;
    - (ii) any of Your subcontractors; or
    - (iii) You;
  - (b) requiring You to obtain new logon details for any of Your personnel or Your subcontractor; or
  - (c) requiring You to prepare and implement an IT security plan to Our satisfaction.
- 17.16 Any action We take under clauses 17.14 and 17.15 do not limit any other rights We have under this Agreement or under the law.
- 17.17 If We Notify You that access to Our IT Systems is revoked for particular personnel of Yours or Your subcontractors, You must immediately take all actions necessary to terminate that access.

### *Cybersafety Policy*

- 17.18 For the purposes of Our Cybersafety Policy below:

**'Clients'** means persons who may use Your computers and/or other digital technology that is supported through public funding provided pursuant to this Agreement and includes but is not limited to You, Your staff 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, and particularly children, and may include but is not limited to having a policy in place regarding appropriate use and protection for Clients, installation of filters, audits and provision of information or training to Your staff regarding the risks of, and protection from, inappropriate or harmful online content.

- 17.19 Our Cybersafety Policy is that, where You are funded by Us to carry out Services using computers and/or other digital technology, the safety of Clients when using those computers and/or other digital technology must be assured.
- 17.20 You must take Reasonable Steps to protect Your Clients' cybersafety.
- 17.21 If We give You a Notice requiring it, You must provide Us, within 10 business days of receiving the Notice, with evidence satisfactory to Us that You have complied with the requirements of this Cybersafety Policy.



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- 17.22 You agree to include Your obligations in relation to this Cybersafety Policy in all subcontracts that You enter into in relation to the Services or part of the Services.
- 17.23 If the Guidelines indicate that Our Security Policy or Our Cybersafety Policy has been changed or replaced (or We Notify You of this), You must comply with any requirements in the Guidelines or Notice in relation to the new or changed policy requirements.

### 18. Use of interpreters

#### *Use of interpreters*

- 18.1 You must, when carrying out the Services, provide an interpreter to facilitate communication between You and Eligible Job Seekers wherever necessary, including where an Eligible Job Seeker requires assistance:
- (a) to communicate comfortably and effectively with You, 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 their command of English may decrease temporarily; or
  - (d) at group forums or public consultations, where Eligible Job Seekers do not speak or understand English, or have a hearing impairment.
- 18.2 You must provide access to interpreter services fairly and without discrimination, based on Your proper assessment of an Eligible Job Seeker's needs and in accordance with any Guidelines.
- 18.3 Where an Eligible Job Seeker requests the use of an interpreter and You refuse to provide one, You must record the reason for Your decision.
- 18.4 You must meet Your own expenses for the costs of complying with this clause 18.

#### *Staff training*

- 18.5 You must ensure that those of Your personnel who, when providing Services, engage with Eligible Job Seekers 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 Us.

#### *Record keeping*

- 18.6 You must keep Records of the use of interpreters and do so in accordance with any Guidelines.

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### 19. Police and other checks

#### *Complying with applicable State and Territory requirements*

- 19.1 You must not involve a person, including an Eligible Job Seeker or any RJCP Ineligible Participant, in work or activities that involve any contact with a Vulnerable Person if:
- (a) the person is prohibited by law from having any contact with a Vulnerable Person; or
  - (b) You or the person have not complied with all Commonwealth and State or Territory legal requirements which apply to the person's employment or engagement in work or activities that involve any contact with a Vulnerable Person.

#### *Persons working with Vulnerable Persons*

*Note: Clauses 19.2 and 19.3 are intended to cover people such as Your employees, Supervisors and Mentors, and not Eligible Job Seekers or RJCP Ineligible Participants*

- 19.2 You must conduct or facilitate the conduct of a Police Check:
- (a) prior to involving a person in work that involves any contact with a Vulnerable Person; and
  - (b) once every two calendar years during the period that the person is engaged in work that involves any contact with a Vulnerable Person.
- 19.3 In addition to Your obligations under clause 19.1, if a Police Check, or any other check, establishes that a person:
- (a) has a Serious Offence Record, You must, subject to any contrary direction from Us, as relevant, not involve, or cease involving, that person in work that involves any contact with a Vulnerable Person;
  - (b) has pending charges for a Serious Offence or, at any time during the Term of this Agreement, is convicted of a Serious Offence, You must, subject to any contrary direction from Us, as relevant, not involve, or cease involving, that person in the Services or an Activity altogether; and
  - (c) has an Other Offence Record or pending charges for an Other Offence, You must:
    - (i) conduct a risk assessment in accordance with any Guidelines for that person within 24 hours of becoming aware of the Other Offence Record or pending charges for an Other Offence; and
    - (ii) subject to clause 19.1, only involve, or continue to involve the person in work that involves any contact with a Vulnerable Person if You:
      - (A) determine that it is reasonable to do so given any reasonably foreseeable risk posed by that person; and

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- (B) take all reasonable steps to ensure that the person does not cause loss or harm to any person.

### *Engaging Eligible Job Seekers or RJCP Ineligible Participants in activities that involve contact with a Vulnerable Person*

- 19.4 In addition to Your obligations under clause 19.1, You must, prior to involving an Eligible Job Seeker or an RJCP Ineligible Participant in activities that involve any contact with a Vulnerable Person, conduct, or facilitate the conduct of, a Police Check of that Eligible Job Seeker or RJCP Ineligible Participant.
- 19.5 If a Police Check establishes that an Eligible Job Seeker or an RJCP Ineligible Participant has a Serious Offence Record, an Other Offence Record or pending charges for an Other Offence, You must undertake a risk assessment and take action in accordance with clause 19.3(c) within 24 hours of becoming aware of the relevant record or charges.
- 19.6 If, at any time after their commencement in the Services or an Activity, a Police Check, or any other check, establishes that an Eligible Job Seeker or an RJCP Ineligible Participant:
- (a) has pending charges for a Serious Offence; or
  - (b) is convicted of a Serious Offence,

You must:

- (c) in the case of clause 19.6(a), and subject to any contrary direction from Us, not involve, or cease involving, that person in work that involves any contact with a Vulnerable Person; and
- (d) in the case of clause 19.6(b), and subject to any contrary direction from Us, not involve, or cease involving, the person in the Services or any Activities altogether, and in the case of an Eligible Job Seeker, enter a Provider Exit in Our IT Systems for them.

### *Resumption of work or activities that involves contact with a Vulnerable Person*

- 19.7 Where You have ceased the involvement of a person, including an Eligible Job Seeker or an RJCP Ineligible Participant, in work or activities that involves any contact with a Vulnerable Person in accordance with this clause 19 because that person has relevant pending charges and:
- (a) the charges are dropped by the police;
  - (b) the charges fail to result in a conviction; or
  - (c) We otherwise Notify You that the person can resume involvement in such work or activities,

You may, subject to clause 19.1, immediately resume the person's involvement in work or activities that involves contact with a Vulnerable Person, as relevant, provided that You:

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- (d) determine that it is reasonable to do so given any reasonably foreseeable risk posed by that person; and
- (e) take all reasonable steps to ensure that the person does not cause loss or harm to any person.

### *Other checks and requirements*

19.8 You must, if required in any Guidelines or otherwise by Us, arrange for any other background checks.

### *General*

19.9 You must meet Your own expenses for the cost of all checks conducted in accordance with clause 19.

19.10 If You fail to comply with any of Your obligations in this clause 19, We may at Our absolute discretion immediately terminate this Agreement under clause 48 [Termination for default].

## **PART C MONIES PAID UNDER THIS AGREEMENT**

### *Monies*

#### **20. Monies paid under this Agreement**

20.1 Monies paid under this Agreement consist of:

- (a) Work for the Dole Payments;
  - (b) Basic Payments;
  - (c) Employment Outcomes Payments;
  - (d) Employer Incentive Funding;
  - (e) If applicable, a one-off amount of Funds in relation to strengthening organisational governance; and
  - (f) If applicable, Ancillary Payments,
- as described in RAC1; and
- (g) to the extent that RAC2 applies, RYLDC Funds.

*Note: 'Payments' includes Work for the Dole Payments, Basic Payments, Employment Outcomes Payments and, if applicable, Ancillary Payments. 'Funding' includes Employer Incentive Funding, any one-off Funding amount in relation to strengthening organisational governance and RYLDC Funds.*

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20.2 Subject to:

- (a) sufficient funds being appropriated by Us for the Remote Jobs and Community Programme; and
- (b) compliance by You with this Agreement to Our satisfaction,

We will pay the Monies to Your account specified at item 5 of the Activity Schedule, at the times and in the manner specified in this Agreement. You must not claim Monies from Us where the requirements for payment of those Monies under this Agreement have not been met.

20.3 You must not use the Monies, any Assets or this Agreement:

- (a) as security to obtain, or comply with, any form of loan, credit, payment or other interest; or
- (b) for the preparation of, or in the course of, any litigation.

20.4 You must comply with any terms and conditions specified in RAC1 or RAC2 or the Guidelines in relation to Monies, including obligations in relation to the use of Employer Incentive Funding. You must also comply with any terms and conditions specified in RAC1 or RAC2 in relation to Your obligation to make payments to relevant Employers and Hosts.

### *No additional Monies*

20.5 We:

- (a) are not responsible for the provision of any additional money in excess of the Monies set out in this Agreement; and
- (b) are not required to make any superannuation contributions in connection with this Agreement.

### *No double payments of Monies*

20.6 You acknowledge that, subject to this Agreement, You are not entitled to payment from Us, from other Commonwealth sources or from State, Territory or local government bodies, for providing the same or similar services or activities to Eligible Job Seekers under another agreement, as You provide, and receive Monies for, under this Agreement. We may require You to provide evidence, in a form acceptable to Us, which demonstrates that You are not so entitled and are not receiving such payments.

20.7 For the purposes of clause 20.6, if We determine, in Our absolute discretion, that You are entitled to payment from Us, other Commonwealth sources or State, Territory or local government bodies for providing same or similar services or activities to Eligible Job Seekers as You provide under this Agreement, We may:

- (a) make the payments of Monies;

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- (b) decide not to make the payments of Monies; or
- (c) recover any payments of Monies made by Us as a debt in accordance with clause 23.

### *No charge to Eligible Job Seekers or RJCP Ineligible Participants*

20.8 Unless otherwise agreed in writing with Us, You must not demand or receive any payment or other consideration either directly or indirectly from any Eligible Job Seeker or any RJCP Ineligible Participant for, or in connection with, the Services.

### *Evidence to support claims by You*

20.9 It is a precondition of Your entitlement to be paid any Monies that You:

- (a) have the ability to provide sufficient Documentary Evidence to prove that You have delivered the relevant Services in accordance with, or have otherwise relevantly complied with, this Agreement;
- (b) have a valid ABN;
- (c) are registered for GST; and
- (d) only if required by Us, have submitted to Us a properly rendered Tax Invoice for payment of Monies.

20.10 For the purposes of clause 20.9, You must retain sufficient Documentary Evidence to prove You were entitled to a payment of Monies under this Agreement for such period as is required under clause 27.2.

20.11 If requested by Us, You must within 10 business days of Our request, provide the Documentary Evidence referred to in clause 20.9 to Us.

20.12 If:

- (a) You do not comply with a request by Us under clause 20.11;
- (b) We have already paid You in relation to the claim for payment of Monies; and
- (c) an extension of time has not been requested and agreed to by Us,

then:

- (d) We may assume that You have not conducted the relevant Services in accordance with this Agreement; and
- (e) We may recover the relevant payment of Monies from You as a debt in accordance with clause 23 [Repayment of Monies paid under this Agreement], without prejudice to any other rights that We may have under this Agreement, or at law.

20.13 We may contact Employers, Eligible Job Seekers and/or any other relevant parties to verify Documentary Evidence provided by You, or to verify Your provision of the Services.

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### 21. Taxation

#### *General*

21.1 Subject to this clause 21, all taxes, duties and government charges imposed in Australia or overseas in connection with this Agreement must be borne by You.

#### *GST*

21.2 Unless expressly stated to the contrary, all dollar amounts in this Agreement are inclusive of GST. Where a dollar amount is expressed to be exclusive of GST but is in relation to a Taxable Supply, we will also pay You GST at the time we pay the GST exclusive amount, subject to this Agreement.

21.3 If a payment of Monies is made to You which is not in relation to a Taxable Supply:

- (a) You must promptly tell Us if You become aware that it is not a Taxable Supply;
- (b) the amount payable by Us is an amount exclusive of GST; and
- (c) You must repay to Us any amount paid to You for GST, as directed by Us.

21.4 If a payment of Monies is made to You for which You can claim an Input Tax Credit:

- (a) You must promptly tell Us;
- (b) the amount payable by Us is reduced by the amount of the Input Tax Credit; and
- (c) You must repay to Us any amount overpaid to You, as directed by Us.

21.5 You must:

- (a) immediately Notify Us if You cease to have a valid ABN;
- (b) if requested by Us, immediately supply proof of Your GST registration; and
- (c) immediately Notify Us if there are any changes to Your GST status.

#### *Tax Invoice Requirements*

21.6 You allow Us to issue You with a Recipient Created Tax Invoice (**RCTI**) and any Adjustment Notes for any Taxable Supplies made by You under this Agreement.

21.7 Where We issue an RCTI, We will do so within 28 days of determining the value of the Taxable Supply to which the RCTI relates.

21.8 Where We issue an RCTI You must not issue a Tax Invoice or Adjustment Note for the Taxable Supply to which the RCTI relates.

21.9 Where an RCTI and an Adjustment Event occurs, We will issue You with an Adjustment Note relating to the Taxable Supply for which the an RCTI was issued within 28 days of the date of the Adjustment Event.

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- 21.10 Where We issue an RCTI or an Adjustment Note We may do so by facsimile, email, pre-paid post or through Our IT Systems.
- 21.11 If We decide that We will not issue You with one or more RCTIs, We may direct You to issues Tax Invoices and/or Adjustment Notes to Us. In accordance with any such direction, You must:
- (a) submit a Tax Invoice to Us for any Taxable Supply (You may do this by facsimile, email or pre-paid post) before any Monies are payable to You as consideration for the Taxable Supply;
  - (b) if an Adjustment Event occurs, issue any Adjustment Notes relating to Taxable Supplies for which You have issued a Tax Invoice, within 28 days of the Adjustment Event;
  - (c) not claim from Us any amount for which You can claim an Input Tax Credit;
  - (d) where any debt is repaid, including by offset under clause 23.4, provide Us with an Adjustment Note if required by the GST Act; and
  - (e) ensure Tax Invoices forwarded by You to Us are correctly addressed and include:
    - (i) Your name and ABN;
    - (ii) the agreement number of this Agreement; and
    - (iii) Your account details for payment of the invoice by electronic funds transfer.
- 21.12 If We issue an RCTI and the amount of GST paid by Us is ultimately less than Your GST liability, We will pay to You an additional amount to cover that additional liability.

## 22. Management of Funding

22.1 Subject to the Remote Conditions, You must:

- (a) ensure that the Funding is held in an account in Your name, and which You solely control, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on a banking business in Australia;
- (b) if directed in writing by Us, ensure that the account is:
  - (i) established solely to account for and administer the Funding; and
  - (ii) separate from Your other accounts;
- (c) on request from Us, provide Us and the authorised deposit-taking institution with an authority for Us to obtain all details relating to any use of the account;
- (d) identify the receipt and expenditure of the Funding separately within Your accounting Records so that at all times the Funding is identifiable and ascertainable; and



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- (e) acquit the Funding, to Our satisfaction, in accordance with the relevant provisions of the Remote Conditions and any Guidelines.

22.2 If You earn any amount of interest on the Funding, You must account for and treat that amount as if it were Funding.

### 23. Repayment of Monies paid under this Agreement

23.1 In addition to any other rights We may have under this Agreement or at law, and subject to clause 23.5, if at any time, We at Our absolute discretion determine that:

- (a) an overpayment has occurred, including where an invoice is found to have been incorrectly rendered after payment of Monies;
- (b) You have obtained Monies that You are not entitled to; or
- (c) some or all of the Funding:
  - (i) has not been dealt with by You in accordance with this Agreement to Our satisfaction; or
  - (ii) has not been acquitted to Our satisfaction,

then the relevant amount is a debt owed to Us, if We give You Notice of the same.

#### *We may recover a debt*

23.2 Subject to clause 23.5, any debt in accordance with clause 23.1:

- (a) may be recovered as a debt by Us from You without further proof of the debt by Us being required; and
- (b) must be repaid by You to Us within 30 days of receiving a Notice from Us, or within any other time period which We specify in the Notice or which We subsequently agree in writing.

#### *Interest*

23.3 If a debt is not repaid to Us within the period of notice referred to in clause 23.2(b), Interest accrues on that debt, and is payable by You to Us, from the end date of the period of notice until the debt is paid in full.

#### *Offsetting*

23.4 We may recover a debt under clause 23.2(a) including any Interest owed under clause 23.3, by offsetting part or all of the debt and any Interest owed against any amount due to You under:

- (a) this Agreement;
- (b) any other arrangement between You and Us;

## General Terms and Conditions

- (c) any arrangement between You and any agency of the Commonwealth other than Us; or
- (d) any two or more of paragraphs (a), (b) or (c).

*We may issue You with directions regarding debts relating to Funding*

- 23.5 If a debt arises under clause 23.1(c), We may, instead of issuing a Notice under clause 23.1 and undertaking debt recovery in accordance with clause 23.2, by Notice, issue You with directions to deal with all or part of the relevant Funding in accordance with such conditions as We think fit.
- 23.6 If You fail to comply with the Notice issued under clause 23.5, We may proceed to recover the relevant Funding or any part thereof in accordance with clause 23.2.

*Note: Clause 21 sets out Your obligations in relation to GST in connection with this clause 23.*

### 24. Assets

24.1 Subject to any terms to the contrary in the Remote Conditions or any Guidelines, You must not use the Funding to purchase or create any Asset without getting Our prior written approval. In giving Our approval, We may impose such conditions as We think fit.

24.2 Subject to:

- (a) this clause 24;
- (b) the Remote Conditions; and
- (c) any interests that We may have in any Asset,

You own all Assets.

24.3 Clauses 24.5, 24.6 and 24.7 do not apply to any Asset which We own outright.

24.4 During the Term of this Agreement, You must:

- (a) use each Asset in accordance with this Agreement and only for the purposes of the Services;
- (b) not, without Our prior written approval, encumber or Dispose of any Asset, or deal with or use any Asset, other than in accordance with this clause 24;
- (c) safeguard all Assets against theft, loss, damage, or unauthorised use;
- (d) maintain all Assets in good working order;
- (e) maintain all appropriate insurances for all Assets to their full replacement value, noting Our interest in the Asset under this Agreement, and provide satisfactory evidence of this on request from Us;

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- (f) maintain registration and licensing of each Asset required by law to be registered or licensed; and
  - (g) take full responsibility for, and bear all risks relating to, the use and Disposal of all Assets.
- 24.5 We may require You to pay to Us a proportion of the market value of an Asset which is equivalent to Our contribution to the purchase of the Asset or, if the Asset is transferred to You from a Former CDEP Provider or was acquired by You using funding provided to You under a CDEP Programme Funding Agreement, an amount which is less than or equal to the value of the grant that the Commonwealth or the Aboriginal and Torres Strait Islander Commission (or one of its predecessors) provided to the Former CDEP Provider or You (as the case may be) for its acquisition:
- (a) if You sell or otherwise dispose of the Asset during the Term of this Agreement (which must be with Our prior written consent and subject to any conditions We may impose); or
  - (b) on completion of the Term of this Agreement.
- 24.6 If You fail to make payment as required by clause 24.5 within 20 business days of receiving written Notice from Us:
- (a) You must pay Us Interest on the amount from the date it was due, for the period it remains unpaid; and
  - (b) the amount and any Interest are recoverable by Us as a debt due to Us by You, without further proof of the debt by Us.
- 24.7 Subject to any contrary written direction from Us, if an Asset is lost, damaged or destroyed, You must reinstate the Asset at Your own cost, including from the proceeds of the insurance, and this clause 24 continues to apply to the reinstated Asset. Any surplus from the proceeds of the insurance must be Notified to Us and used and accounted for as Funding under this Agreement.
- 24.8 You:
- (a) must maintain, during the Term of this Agreement, an assets register which records for each Asset:
    - (i) the date of its creation or acquisition;
    - (ii) its purchase price, as relevant;
    - (iii) its description; and
    - (iv) its location; and
  - (b) must immediately provide copies of Your assets register to Us, if We so request.

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- 24.9 You must develop an assets disposal plan for the continued use and Disposal of each Asset listed in the assets register required under clause 24.8, and do so in accordance with any Guidelines.
- 24.10 Subject to clause 24.11, at the Services End Date, You must Dispose of each Asset in accordance with the assets disposal plan required under clause 24.9 with the effect that neither You nor any Related Entity, obtains any material or commercial benefit from the Disposal or subsequent use of that Asset.
- 24.11 On the Services End Date or earlier termination of this Agreement, We may give You directions on how to deal with Assets, and You must comply with any such directions. Without limiting this clause, We may direct You to transfer the Asset to another RJCP Provider or another third party, at a cost that takes into account and reflects Our contribution to that Asset (as calculated in accordance with clause 24.5). For clarity, if We contributed the full cost of the Asset, Our direction under this clause may require the Asset to be transferred at no cost to the new RJCP Provider or other third party. For clarity, in this clause, 'transfer' includes the transfer of a lease.
- 25. We may vary payments of Monies, numbers and places**
- 25.1 We may, at any time, vary payments of Monies, the number of RYLDC Places, and/or the boundaries of Your Region(s), for all or part of the Term of this Agreement, by Notice:
- (a) based on Our assessment of projected changes to labour market conditions in one or more Regions (including past and/or future projected demand by Eligible Job Seekers); or
  - (b) acting reasonably, for any other reason as determined by Us at Our absolute discretion.

## PART D REPORTS, MATERIAL AND INFORMATION

### 26. Reports

- 26.1 You must provide Us with the Reports specified in this Agreement including in any Guidelines.
- 26.2 If required by Us, You must provide, from time to time:
- (a) specific Reports on the Services, including, but not limited to, the progress of the Services against this Agreement, including any performance criteria;
  - (b) any other Reports that are required by Us, including Acquittal Reports; and
  - (c) a suitably qualified, informed and authorised representative at any meeting arranged by Us in order to discuss and accurately answer questions relating to any Reports provided by You to Us under this Agreement.

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### *Form and content of Reports*

26.3 It is a condition of this Agreement that all Reports must be true and correct.

*Note: You should note that under section 137.1 of the Criminal Code Act 1995 (Cth), giving false or misleading information is a serious offence punishable by penalties including imprisonment.*

26.4 Your Reports must be in English and in a form acceptable to Us, and if, in Our opinion, either the form or content of the Report is not satisfactory, You must submit a revised Report to Our satisfaction within 20 business days of Notice to You from Us to do so.

### *Timeframes for Reports*

26.5 You must comply with due dates for Reports as set out in this Agreement including the Guidelines, or as otherwise specified by Us.

### *Failure to provide satisfactory Reports*

26.6 If You are more than 20 business days overdue in providing Your Report to Us, or the Report is not to Our satisfaction, We may take action under clause 45 [Remedies].

### *Financial reports and guarantees*

26.7 Subject to clause 26.9, You must, for the Term of this Agreement, provide Us with Your financial statements:

- (a) within 20 business days of Your 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 a financial year.

26.8 If You are an Application Group or a partnership, then You must provide one copy of the consolidated financial statements for the Application Group or partnership, if available, and individual annual financial statements for each member of the Application Group.

26.9 If required by Us, You must provide Us with:

- (a) financial statements in a form, with the content and at a frequency, as directed by Us; and
- (b) within 20 business days of the relevant direction by Us, a financial guarantee in a form and in terms satisfactory to Us.

26.10 For the purposes of clauses 26.7 to 26.9, where audited financial statements are created for You, You must provide them to Us.

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### *Other financial reports*

- 26.11 In addition to any other rights We have under this Agreement, We may at any time direct You to provide Us with any information We may reasonably require to determine to Our satisfaction that You have sufficient financial resources to continue carrying on business, and You must comply with Our direction within the timeframe We specify.

### **27. Records**

- 27.1 You must make and keep full and accurate Records of the conduct of the Services including Eligible Job Seeker Services Records, the Customer Feedback Register, and any other Material as set out in the Records Management Instructions.

- 27.2 Subject to Your obligations under clause 31 and any Records Management Instructions, Records must be retained by You for seven years after the Services End Date.

- 27.3 You must:

- (a) store;
- (b) restrict access to; and
- (c) transfer,

all Records created under this Agreement in accordance with:

- (d) the Records Management Instructions;
- (e) Our Security Policies; and
- (f) where relevant, Your Privacy Act obligations.

- 27.4 You must keep financial accounts and Records of Your transactions and affairs regarding payments of Monies that You receive from Us under this Agreement:

- (a) in accordance with Australian Equivalents to International Financial Reporting Standards; and
- (b) such that:
  - (i) all payments of Monies made by Us are clearly and separately identified; and
  - (ii) an auditor or other person may examine them at any time and thereby ascertain Your financial position.

### **28. Commonwealth Material**

- 28.1 Ownership of all Commonwealth Material, including Intellectual Property Rights in that Material, remains vested at all times in Us but We grant You a licence to use, copy and reproduce that Material only for the purposes of this Agreement in accordance with the following conditions or restrictions:

## General Terms and Conditions

- (a) the licence in this clause 28.1 is revocable on 10 business days' Notice by Us, and expires on the Services End Date; and
  - (b) any additional conditions or restrictions set out in any Guidelines or which We otherwise Notify You of.
- 28.2 You must keep safely and maintain Commonwealth Material You have been given for the purposes of this Agreement.
- 28.3 Unless We direct You otherwise in writing or in any Guidelines, You must
- (a) return to Us;
  - (b) transfer to any entity nominated by Us; or
  - (c) destroy,
- any Commonwealth Material remaining in Your possession at the Services End Date no later than 10 business days after the Services End Date.

### *Commonwealth Coat of Arms*

- 28.4 You must not use the Commonwealth Coat of Arms in relation to this Agreement, except as provided in any Commonwealth Material and in accordance with any Guidelines.

## **29. Services Material**

### *Ownership*

- 29.1 Subject to this clause 29, You own the Services Material and the Intellectual Property Rights in Services Material immediately on their creation. Existing Material and the Existing IPR may be owned by You or a third party.

### *Licences*

- 29.2 You grant to Us (or must arrange for the grant to Us of) a permanent, irrevocable, free, worldwide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt and exploit the Intellectual Property Rights in the Services Material for any Commonwealth purpose.
- 29.3 This clause 29 does not affect the ownership of any Intellectual Property Rights in any Existing Material. However, You grant to Us (or must arrange for the grant to Us of) a permanent, irrevocable, free, worldwide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt and exploit the Intellectual Property Rights in the Existing Material, with the exception of commercial off-the-shelf software, for any Commonwealth purpose.
- 29.4 If You become aware that We will require a licence for commercial off-the-shelf software in order to exercise Our rights under the licences granted under this clause 29 You must notify Us immediately and provide Us with all the necessary details to obtain a licence over such software including the name, version and manufacturer of the software.

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29.5 You agree that the licences granted in this clause 29 include a right for Us to licence the Services Material and the Existing Material to the public under a Creative Commons Attribution 3.0 Australia licence [see <http://creativecommons.org/licenses/by/3.0/au/deed.en>]. Prior to the expiration of the Services End Date, You must provide Us with all author or licensor attribution details in order for Us to comply with the Creative Commons Licence conditions.

### *Use of Services Material*

29.6 If You are an Author (either the sole or a joint Author) of any Services Material or Existing Material, You consent to the performance of the Specified Acts by Us or any person licensed by Us to use, reproduce, adapt and exploit that Services Material or Existing Material.

29.7 You agree:

- (a) to obtain from each Author (other than You) of any Services Material or Existing Material (with the exception of commercial off-the-shelf software) a written consent to the performance of the Specified Acts (whether occurring before or after the consent is given) by Us or any person licensed by Us to use, reproduce, adapt and exploit that Services Material or Existing Material (with the exception of commercial off-the-shelf software); and
- (b) upon request, to provide the executed original of each consent to Us.

### *General*

29.8 You must comply with any request that We make of You at any time to bring into existence, sign, execute or otherwise deal with any document that may be necessary or desirable to give effect to this clause 29.

29.9 You warrant that You are entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Services Material in accordance with this clause 29.

29.10 If requested by Us, You must provide Us with a copy of any Services Material in the form requested by Us.

### *Our compliance with section 6C of the Freedom of Information Act 1982 (Cth)*

29.11 If this Agreement is a Commonwealth contract, and We receive a request for access to a document relating to the performance of this Agreement which was created by, or is in the possession of:

- (a) You; or
- (b) any of Your subcontractors,

You must immediately on receipt of a written Notice from Us provide Us with the document as specified in the Notice.



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29.12 In clause 29.11, 'document', 'Commonwealth contract' and 'subcontractor' have the same meaning as in the *Freedom of Information Act 1982* (Cth).

### 30. Confidential Information

30.1 Subject to clause 30.5:

- (a) You must not, without Our prior written approval, disclose any of Our Confidential Information to a third party; and
- (b) We must not, without Your prior written approval, disclose any of Your Confidential Information to a third party.

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

30.3 We may at any time require You to arrange for any person engaged in, or in relation to, the performance or management of this Agreement to give written undertakings, in a form required by Us, relating to the non-disclosure of Our Confidential Information.

30.4 If You receive a request under clause 30.3, You must promptly arrange for all undertakings to be given and if We request it, promptly provide Us with a copy of the undertakings.

30.5 The obligations on the Parties under this clause 30 will not be breached if information:

- (a) is disclosed by Us to any Commonwealth Minister or his or her staff;
- (b) is disclosed by Us, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- (c) is disclosed by Us within Our organisation, to another agency or to the Torres Strait Regional Authority, where the disclosure serves the Commonwealth's legitimate interests;
- (d) is authorised or required by law to be disclosed; or
- (e) is in the public domain otherwise than due to a breach of this clause 30.

30.6 Nothing in this clause 30 limits Your obligations under clause 31 [Personal Information and Protected Information] or clause 32 [Access to premises and records].

### 31. Personal Information and Protected Information

31.1 You agree to:

- (a) comply with the Privacy Act, including the Australian Privacy Principles, when doing any act or engaging in any practice in relation to Personal Information for the purposes of this Agreement;
- (b) not to do anything which, if done by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the Privacy Act;

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- (c) deal with Personal Information received, accessed, created or held by You for the purposes of this Agreement only to fulfil Your obligations under this Agreement and in accordance with any conditions or restrictions specified in any Guidelines;
- (d) comply with any relevant Commonwealth policies, including the Department of the Prime Minister and Cabinet's privacy policy, as described in the Guidelines or Notified to You from time to time; and
- (e) ensure that no Personal Information is transferred outside of Australia, and ensure that You do not allow access to Personal Information from a location outside of Australia, unless We have agreed in writing otherwise,

and ensure that all of Your personnel and subcontractors comply with these obligations.

31.2 An act done or a practice engaged in by You or a subcontractor to meet (directly or indirectly) an obligation under this Agreement

- (a) is authorised by this clause 31 for the purposes of sub-sections 6A(2) and 6B(2) of the Privacy Act even if the act or practice is inconsistent with an Australian Privacy Principle or an APP code (as defined in the Privacy Act) that applies to You or the subcontractor; but
- (b) is subject to the other obligations in this Agreement including this clause 31.

31.3 You must ensure that when handling Protected Information, You comply with the requirements under Division 3 [Confidentiality] of Part 5 of the *Social Security (Administration) Act 1999* (Cth).

31.4 In this clause 31, "received" includes "collected".

## 32. Access to premises and records

### *General access rights*

32.1 As relevant to the Services, You must at all reasonable times give any of Our employees (on production of photo identification) or anyone authorised in writing by Us:

- (a) reasonable access to:
  - (i) Your premises and Sites;
  - (ii) Your information technology systems;
  - (iii) all Material, including Material relevant to determining Your:
    - (A) financial viability; and
    - (B) compliance with relevant work, health and safety and industrial relations legislation; and
  - (iv) Your personnel; and
- (b) reasonable assistance to:

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- (i) inspect Your Sites or premises;
- (ii) inspect the performance of Services (including any Activities); and
- (iii) locate, inspect, copy and remove, all Material including data stored on Your information technology systems.

### *Limitation on access rights*

32.2 Subject to clause 32.3, the rights referred to in clause 32.1 are subject to:

- (a) the provision of reasonable prior notice to You; and
- (b) Your reasonable security procedures.

### *Investigation of breaches and fraud*

32.3 If a matter is being investigated that, in Our opinion, may involve:

- (a) an actual or apprehended breach of the law;
- (b) a breach of this Agreement; or
- (c) fraud,

clause 32.2 does not apply, and Our employees and persons authorised by Us, may remove and retain Material and original Records that are relevant to the investigation, including items stored on an electronic medium, provided that they return a copy of all relevant Records to You, or the relevant Material and original Records, 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).*

## **PART E      MANAGING RISK**

### **33.      Indemnity**

33.1 In this clause 33, "fault" means any negligent or unlawful act or omission or wilful misconduct.

33.2 You agree to indemnify Us against any:

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

arising from:

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- (d) any act or omission by You, or any of Your employees, agents, or subcontractors in connection with this Agreement, where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense;
- (e) any breach by You or any of Your employees, agents, or subcontractors of obligations or warranties under this Agreement;
- (f) any use or disclosure by You, Your officers, employees, agents or subcontractors of Personal Information held or controlled in connection with this Agreement; or
- (g) the use by Us of the Services Material or Existing Material, including any claims by third parties about the ownership or right to use Intellectual Property Rights (including moral rights) in the Services Material or Existing Material.

33.3 Your liability to indemnify Us under this clause 33 will be reduced proportionately to the extent that any fault on Our part contributed to the relevant loss, damage, expense, or liability.

33.4 Our right to be indemnified under this clause 33 is in addition to, and not exclusive of, any other right, power, or remedy provided under this Agreement or by law, but We are not entitled to be compensated in excess of the amount of the relevant loss, damage, expense or liability.

### 34. Liability

#### *Joint and several liability*

34.1 To the extent permitted by law, where:

- (a) more than one Party is signatory to this Agreement as 'You' – each of those Parties;
- (b) You are a partnership, each partner; or
- (c) You are an Application Group, each member of the Application Group;

is jointly and severally liable for:

- (d) the performance of all of Your obligations under this Agreement; and
- (e) all losses caused by any subcontractor engaged for the purpose of this Agreement.

#### *Proportionate liability*

34.2 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 Agreement 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 59 [Applicable law and jurisdiction], this clause 34 applies to all and any rights, obligations and liabilities under, or in connection with, this

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Agreement whether such rights, obligations or liabilities arise in the state of New South Wales or elsewhere in Australia.

- 34.3 The Parties agree that, in addition to clause 34.2, to the extent permitted by law:
- (a) the operation of Part 9A of the *Civil Liability Act 2002* (Tas) is excluded in relation to all and any rights, obligations and liabilities arising in or connected with the state of Tasmania;
  - (b) the operation of Part 1F of the *Civil Liability Act 2002* (WA) is excluded in relation to all and any rights, obligations and liabilities arising in or connected with the state of Western Australia; and
  - (c) the operation of Part 1F of the *Civil Liability Act 2002* (WA)(CI) and the operation of Part 1F of the *Civil Liability Act 2002* (WA)(CKI) are excluded in relation to all and any rights, obligations and liabilities arising in or connected with the territory of Christmas Island and the territory of Cocos (Keeling) Islands, respectively,

under, or in connection with, this Agreement whether such rights, obligations or liabilities are sought to be enforced as a breach of contract, a claim in tort or otherwise.

### *Special rules about Application Groups*

- 34.4 If You are an Application Group, You warrant that each of Your members have given their authority to the member named in this Agreement as the Application Group's lead member to negotiate, bind and act on that member's behalf in relation to this Agreement and any variations thereto.

## 35. Insurance

- 35.1 You must, for as long as any obligations remain in connection with the Services, either:

- (a) maintain with an insurance company authorised by the Australian Prudential Regulatory Authority established under the *Australian Prudential Regulatory Authority Act 1988* (Cth); or
- (b) warrant that you have, if You are a self-insurer and We agree that You may self-insure to satisfy Your obligations under this Agreement,

the following insurance:

- (c) public liability for not less than \$10 million for each claim;
- (d) worker's compensation as required by law;
- (e) motor vehicle insurance as required by law for registered vehicles and third property damage motor vehicle with a limit of indemnity of not less than \$20 million for each and every occurrence for all motor vehicles used by You in carrying out the Services;
- (f) personal accident insurance coverage providing a sliding scale of benefits (in conformance with current insurance market practices for such policies) with a

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maximum benefit being not less than \$250,000 per claim that covers Eligible Job Seekers while:

- (i) on Your premises; and
- (ii) undertaking Remote Services, but not including undertaking an Activity which is specified in any Guidelines as one that will be covered by Our insurance; and

*Note: We will purchase personal accident insurance, product liability insurance and public liability insurance (the amount and form of which is at Our absolute discretion) that covers Eligible Job Seekers undertaking Activities excluded by clause 35.1(f)(ii).*

- (g) professional indemnity for not less than \$5 million for each claim, and in the aggregate, for each year,

unless otherwise specified in any Guidelines.

- 35.2 When requested, You must provide Us, within 10 business days of the request, with evidence satisfactory to Us that You have complied with Your obligations under clause 35.1.

### 36. Conflict of interest

- 36.1 You warrant that, to the best of Your knowledge after making reasonable inquiries, at the Services Start Date no Conflict exists or is likely to arise in the performance of Your obligations under this Agreement.

- 36.2 You must:

- (a) ensure that:
  - (i) each chief executive officer and chief financial officer or equivalent officers in Your organisation; and
  - (ii) all of Your board members,

sign conflict of interest declarations which:

- (iii) record potential or actual conflicts which exist by virtue of their positions, associations or relationships with particular groups; and
  - (iv) commit the said persons to on-going disclosure of conflicts, through a conflicts register, for the Term of this Agreement; and
- (b) provide a copy of the conflicts register referred to in clause 36.2(a)(iv) to Us immediately on request.

- 36.3 If during the Term of this Agreement, a Conflict arises, or is likely to arise, You must:

- (a) immediately Notify Us in writing of that Conflict and of the steps You propose to take to resolve or otherwise deal with the Conflict;

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- (b) make full disclosure to Us of all relevant information relating to the Conflict; and
- (c) take steps as We may, if We choose to, reasonably require to resolve or otherwise deal with that Conflict.

36.4 If You fail to Notify Us under this clause 36, or are unable or unwilling to resolve or deal with the Conflict as required, We may terminate this Agreement under clause 48 [Termination for default].

### 37. Fraud

37.1 You must not engage in fraudulent activity in relation to this Agreement.

37.2 You must take all reasonable steps to prevent fraud upon the Commonwealth, including implementation of an appropriate fraud control plan, a copy of which must be provided to Us on Our request.

37.3 If We determine, at Our absolute discretion, that You have engaged in fraudulent conduct, without otherwise limiting Our rights under this Agreement or at law, We may:

- (a) take action under clause 45 [Remedies]; or
- (b) terminate this Agreement immediately in accordance with clause 48.1(g).

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

## PART F ASSESSMENT AND MANAGEMENT OF YOUR PERFORMANCE

### 38. Evaluation

#### *Cooperation in evaluation activities*

38.1 You agree:

- (a) that We may evaluate the Services, including Your performance;
- (b) that all evaluation activities will be conducted in a mutually cooperative manner, and may include, but are not limited to:
  - (i) Your personnel being interviewed by Us or an independent evaluator nominated by Us; and
  - (ii) You giving Us or Our evaluator access to Your premises and Records in accordance with clause 32 [Access to premises and records];
- (c) to assist Us or Our evaluator in carrying out all evaluation activities that We require to be undertaken; and

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- (d) to fully cooperate and participate in any other general research, monitoring or evaluation activities undertaken by Us, or on Our behalf, including a review and final evaluation of the Remote Jobs and Communities Programme.

### *Audits*

38.2 We may at any time appoint an auditor (to be paid for by Us) to conduct an audit of any aspect of the Services, including:

- (a) Your conduct of the Services (including the Activities);
- (b) Your use of RYLDC Funds;
- (c) Your use of any other Funding, including Your receipt, custody and provision of Employer Incentive Funding;
- (d) one or more individual or Group-based Activities
- (e) Your use of Assets, Your assets register [clause 24.8], and Assets disposal plan [clause 24.9];
- (f) whether You were entitled under this Agreement to be paid Monies that You were paid; and/or
- (g) Your financial viability,

and You must assist the auditor to conduct any audit, including by providing access in accordance with clause 32 [Access to premises and records].

### **39. Performance obligations**

39.1 You must conduct the Services:

- (a) to a high professional standard;
- (b) to Our satisfaction; and
- (c) so as to achieve optimum performance when measured against the Key Performance Indicators.

### *Key Performance Indicators*

39.2 The Key Performance Indicators as 1 July 2015 are as follows:

- (a) KPI 1: Delivery of the Services in accordance with this Agreement; and
- (b) KPI 2: Availability, attendance in and appropriateness of Activities;
- (c) KPI 3: Achievement in Your Region(s) of Your Regional Employment Target.

39.3 If We Notify You of changes to the KPIs from time to time, You must comply with the changed requirements.



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- 39.4 The performance measures and Performance Targets for each of the KPIs are as set out in, or determined in accordance with, the Guidelines.

### *Performance Targets*

- 39.5 You must conduct the Services (including the Activities) so as to meet the Performance Targets set out in, or determined in accordance with, the Guidelines.

### *Performance reviews*

- 39.6 Throughout the Term of this Agreement, We will monitor, measure and evaluate Your performance against the requirements of this Agreement, including in relation to the Key Performance Indicators and Performance Targets, in accordance with the Guidelines.
- 39.7 For the purposes of clause 39.6, We may rely on performance data collected from any source, including Eligible Job Seekers, Employers, RJCP Ineligible Participants, and other individuals and organisations in Your Region(s).

### *Factors in performance assessment*

- 39.8 When assessing Your performance, We may take into account factors including but not limited to:
- (a) Your performance in connecting Eligible Job Seekers to appropriate Activities;
  - (b) Your performance in assisting particular disadvantaged client groups such as Aboriginal and Torres Strait Islander peoples, parents and people with disabilities;
  - (c) Your performance in relation to the building of linkages with Employers to understand and meet the skills needs of the local labour market;
  - (d) Your performance in developing and monitoring Job Plans;
  - (e) Your performance in achieving Your Regional Employment Target, including the proportion of Outcomes in which an Eligible Job Seeker undertakes Employment which gives rise to Employment Outcomes Payments, but that does not result in ongoing Employment after the completion of either a 13 Week Period or 26 Week Period;
  - (f) whether you have complied with all obligations in this Agreement in relation to Employer Incentive Funding;
  - (g) whether you have provided Services to Eligible Job Seekers in accordance with this Agreement;
  - (h) Your compliance with this Agreement;
  - (i) any other information in Our possession or from any source, including RJCP Provider feedback;
  - (j) Your performance in providing Post-placement Support to Eligible Job Seekers placed in Employment;
  - (k) Your performance in reporting and managing Eligible Job Seekers' non-attendance in Activities and/or Appointments;
  - (l) Our assessment of the appropriateness of Your Activities, including those conducted by a Host;

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- (m) Your performance in placing WfD Participants into Activities conducted by a Host; and
- (n) any other factor set out in the Guidelines.

### *Six monthly performance assessments*

39.9 At the times specified in the Guidelines (or if no time is specified, at least every six months during the Term of this Agreement), We will:

- (a) review Your performance;
- (b) provide feedback and a performance rating to You on Our assessment of Your performance; and
- (c) publish Your performance rating using Our IT Systems and on other government websites,

as described in the Guidelines.

39.10 We may separately review Your performance of the Services for each of:

- (a) Remote Services under RAC1, including:
  - (i) Basic Services under RAC1; and
  - (ii) Remote Employment Services under RAC1; and
- (b) any RYLDC Activities under RAC2.

### *Additional performance assessments*

39.11 We may undertake additional performance assessments of Your performance during the Term of this Agreement:

- (a) at such times as We determine; and
- (b) of any part of the Services or compliance with this Agreement, as We determine.

## **40. Action in relation to poor performance**

40.1 We may, at any time and without limitation of any of Our rights under this Agreement or at law, take any one or more of the actions in accordance with clause 40.2, depending on Your assessed performance.

40.2 If:

- (a) We consider that Your Performance is less than satisfactory; or
- (b) You do not meet a satisfactory level, as specified in the Guidelines, for any Performance Target,

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We may, at Our absolute discretion:

- (c) work with You to identify why You are not performing satisfactorily, and determine a plan whereby You will be able to perform to Our satisfaction over the next quarter of the Term of this Agreement;
- (d) work with You to develop Your capacity - including addressing any governance issues or financial management issues, or requiring You to undertake training on capacity building, governance building or financial management;
- (e) work with You to change the strategies You are using to conduct Services in each of Your Region(s);
- (f) increase Our monitoring of You and the Services;
- (g) require repayment of Monies (or offset the repayment of Monies from future Monies due to You) in accordance with this Agreement;
- (h) take action under clause 45 [Remedies]; and/or
- (i) terminate this Agreement.

40.3 Where We take action under clause 40.2(c), 40.2(d) or 40.2(e), We may:

- (a) develop a plan; or
- (b) require You to develop a plan for Our approval,

that sets out Your required actions to address Your performance issues and any relevant undertakings by You, and You must comply with the plan developed under clause 40.3(a) or approved in accordance with clause 40.3(b) to Our satisfaction.

### *Good faith and proportionality*

40.4 We will exercise Our rights under this clause 40 reasonably and in good faith, taking into account the relevant performance.

## **41. Capacity building**

41.1 You must comply with any direction from Us in relation to developing Your capacity, including, but not limited to:

- (a) addressing any governance or financial management issue specified by Us; and/or
- (b) undertaking training on capacity building, governance and/or financial management.

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### PART G CUSTOMER FEEDBACK

#### 42. Customer feedback process

- 42.1 You must establish and publicise to Your Customers the existence and details of a Customer feedback process which will deal with feedback, including Complaints lodged by Customers, about Your conduct of the Services.
- 42.2 If a Customer is dissatisfied with the results of the Customer feedback process, You must refer the Customer to Our Customer Service Line for further investigation of the matter.
- 42.3 Your Customer feedback process must:
- (a) be consistent with this Agreement, any Guidelines, and where relevant, the Code of Practice and the Service Guarantee; and
  - (b) clearly indicate that Customers may also make a Complaint directly to Us using Our Customer Service Line.
- 42.4 Upon Our request, You must give Us details of the process You have established to manage Customer feedback.

#### *Dealing with Customer feedback*

- 42.5 You must:
- (a) explain the Customer feedback process to Eligible Job Seekers upon first Referral to You, or on Direct Registration or otherwise on initial contact with You, and to Eligible Job Seekers at any time upon request;
  - (b) make copies of the Customer feedback process available to Eligible Job Seekers upon request;
  - (c) ensure that all Complaints You receive are investigated by an appropriately senior staff member;
  - (d) ensure that all other feedback received by You is dealt with appropriately;
  - (e) effectively communicate the outcome of any investigation and any action You propose to take about a Complaint to the complainant and, if requested by Us, to Us;
  - (f) when approached by Us, actively assist:
    - (i) Us in Our investigation of the matter;
    - (ii) in negotiating a resolution to a Complaint;
    - (iii) other authorities in negotiating a resolution to a Complaint, where the relevant Customer has chosen to utilise other legislative complaints mechanisms; and

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- (iv) not withhold Services from a complainant or discriminate against a complainant because of a Complaint.

### *Customer Feedback Register*

- 42.6 You must keep a Customer Feedback Register which includes, but is not limited to, the following information:
- (a) details of all Customer feedback received directly by You, and the outcome of any investigation where relevant;
  - (b) details of all Customer feedback referred to You by, or through, Us; and
  - (c) in relation to Complaints, details of:
    - (i) the name(s) of the Customer(s) (if known);
    - (ii) if relevant, the name(s) of Your personnel about whom the Complaint refers;
    - (iii) the name of Your staff member handling the Complaint;
    - (iv) the location or community in Your Region(s) to which the Complaint relates;
    - (v) the date of the Complaint;
    - (vi) the nature of the Complaint;
    - (vii) whether the Complaint was referred to You by Us;
    - (viii) key contacts with the complainant and the action taken, including dates;
    - (ix) the outcome of the investigation;
    - (x) the date of finalisation of the response to the Complaint;
    - (xi) any follow-up action required;
    - (xii) if a complainant has been referred to Our Customer Service Line, including the date; and
    - (xiii) any changes to the conduct of Services or procedures, or other actions, resulting from the Complaint.

## **PART H DISPUTES AND TERMINATION**

### **43. Dispute resolution**

- 43.1 Subject to clause 43.3, the Parties agree not to commence any legal proceedings in respect of any dispute arising under this Agreement, which cannot be resolved by informal discussion, until the procedure provided by this clause 43 has been used.

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43.2 The Parties agree that any dispute arising during the course of this Agreement is dealt with as follows:

- (a) in the first instance and if relevant, any dispute in relation to this Agreement is to be dealt with through the process outlined in any Guidelines, after which;
- (b) the Party claiming that there is a dispute will send the other Party a written Notice setting out the nature of the dispute;
- (c) the Parties will try to resolve the dispute through direct negotiation by persons who they have given authority to resolve the dispute; and
- (d) the Parties have 10 business days from the receipt of the Notice by the other Party to reach a resolution or to agree that the dispute is to be submitted to mediation or some other alternative dispute resolution procedure, on such terms as is agreed by the Parties,

and if:

- (e) there is no resolution of the dispute;
- (f) there is no agreement on submission of the dispute to mediation or some alternative dispute resolution procedure; or
- (g) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 business days of the submission, or extended time as the Parties may agree in writing before the expiration of the 15 business days,

then either Party may commence legal proceedings.

43.3 This clause 43 does not apply if:

- (a) either Party commences legal proceedings for urgent interlocutory relief;
- (b) action is taken by Us, pursuant to a right afforded to Us under this Agreement, including, without limitation, under clauses 23 [Repayment of Monies paid under this Agreement], 32 [Access to premises and records], 45 [Remedies], 47 [Termination with costs and reduction], or 48 [Termination for default]; or
- (c) an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the law by You.

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

43.5 Each Party will bear its own costs in complying with the clause 43.

### 44. Your Suspension

44.1 Without limiting Our rights under this Agreement, or at law, if We are of the opinion that:

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- (a) You may be in breach of Your obligations under this Agreement, and while We investigate the matter;
- (b) You have outstanding or unacquitted money under any arrangement, whether contractual or statutory, with the Commonwealth;
- (c) one of the events described at clauses 48.1(c) to 48.1(e) has occurred or may occur; or
- (d) You may be engaged in fraudulent activity, and while We investigate the matter,

We may, in addition to taking any other action under clause 45 [Remedies], and prior to taking action under clause 48 [Termination for default], immediately take action under clause 45.2(a).

44.2 We will Notify You if We exercise Our rights under clause 44.1 within 10 business days after having exercised those rights.

44.3 Notwithstanding any action taken by Us under this clause 44, You must continue to perform Your obligations under this Agreement, unless We agree otherwise in writing.

### 45. Remedies

45.1 Without limiting any other rights available to Us under this Agreement or at law, if:

- (a) You fail to rectify a breach of this Agreement to Our satisfaction within 10 business days of receiving a Notice from Us to do so, or within such other period We specify;
- (b) You fail to fulfil, or You are in breach of, any of Your obligations under this Agreement that are not capable of being rectified, as determined by Us;
- (c) Your performance of any of Your obligations under this Agreement, is, in Our opinion, less than satisfactory; or
- (d) an event has occurred which would entitle Us to terminate this Agreement in whole or in part under clause 48 [Termination for default],

We may, by providing Notice to You, immediately exercise one or more of the remedies set out in clause 45.2 or clause 46.

45.2 Subject to the Remote Conditions, the remedies We may exercise are:

- (a) suspending any or all of the following:
  - (i) Referrals and Direct Registrations, including at some or all Sites;
  - (ii) any Services being conducted by You; or
  - (iii) any payment of Monies under this Agreement, in whole or in part;
- (b) withholding, or deferring, in part or in full, any payment of Monies payable under this Agreement;

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- (c) reducing or not paying specific payments of Monies that would otherwise have been payable in respect of the relevant obligation;
- (d) where We have already made a payment or payments of Monies under this Agreement, recovering, at Our absolute discretion, but taking into account the extent and nature of the breach, some or all of the payment of Monies as a debt;
- (e) reducing RYLDC Places, permanently or temporarily;
- (f) imposing additional financial or performance obligations; and
- (g) reducing the scope of this Agreement, but without Us being liable to make any payment of Monies to You which would be payable to You if the reduction in scope were made under clause 47 [Termination with costs and reduction].

*Note: We will exercise Our rights under this clause 45 reasonably and in good faith, taking account the nature of the relevant breach.*

### 46. Our right to step in

- 46.1 In this clause 46, 'step in' means Our right to, Ourselves or through a third party:
- (a) take control or management of part or all of the Services; or
  - (b) make any other arrangements to complete part or all of the Services, or to otherwise ensure the completion of the Services to Our satisfaction.
- 46.2 In accordance with clause 46.1, We may, without limitation to Our other rights under this Agreement or at law, step in.
- 46.3 If We exercise Our right to step in, You must provide sufficient assistance and cooperation, to Our satisfaction, to enable the Services to continue. The sufficient assistance and cooperation may at Our absolute discretion include, but is not limited to, complying with Our directions within the timeframes specified by Us, in relation to such matters as We determine, including:
- (a) novating or assigning to Us or to Our nominee any of Your contracts with third parties relating to the Services;
  - (b) novating or assigning this Agreement or part of this Agreement to a third party nominated by Us;
  - (c) assigning to Us, or otherwise assisting Us or Our nominee to obtain all necessary leases, licences, consents and approvals to ensure that We can fully exercise Our rights under this clause 46;
  - (d) the transfer of Services Material and Commonwealth Material in Your possession or control; and
  - (e) the redirection of Eligible Job Seekers.



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46.4 If We incur any costs while exercising Our rights under this clause 46, including, without limitation, costs of engaging any third party in relation to the exercise of Our rights under this clause 46, We may determine, at Our absolute discretion, that these costs are a debt for the purposes of clause 23 [Repayment of Monies paid under this Agreement] of this Agreement and require You to pay to Us the amount of the debt in accordance with that clause.

### 47. Termination with costs and reduction

47.1 We may, at any time by written Notice to You, terminate this Agreement in whole or reduce the scope of this Agreement, without prejudice to the rights, liabilities, or obligations of either Party accruing prior to the date of termination. If We terminate or reduce in scope this Agreement We will only be liable for:

- (a) payments of Monies under the payment provisions of this Agreement that were due before the effective date of termination; and
- (b) subject to clauses 47.3 and 47.4, any reasonable costs incurred by You and directly attributable to the termination or partial termination of this Agreement.

47.2 On receipt of a Notice of termination or reduction in scope You must:

- (a) stop work as specified in the Notice;
- (b) take all available steps to:
  - (i) minimise loss resulting from the termination or reduction in scope; and
  - (ii) protect Commonwealth Material and Services Material; and
- (c) continue work on any part of the Services not affected by the Notice.

47.3 If there is a reduction in scope of the obligations under this Agreement, Our liability to pay any part of the Funding or to make any Payments will, in the absence of agreement to the contrary, abate proportionately to the reduction in the obligations under this Agreement.

47.4 We are not liable to pay compensation for:

- (a) loss of Your prospective profits for a termination or reduction in scope under this clause 47; or
- (a) loss of any benefits that would have been conferred on You had the termination or reduction not occurred.

### 48. Termination for default

48.1 We may immediately terminate this Agreement in whole or in part by giving written Notice to You of the termination if:

- (a) We are satisfied that any statement, undertaking or representation made by You during the expression of interest process for this Agreement is incorrect, incomplete, false or misleading in a way which may have affected:

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- (i) Our original decision to enter into this Agreement with You;
  - (ii) the terms and conditions of this Agreement; or
  - (iii) action taken by Us under this Agreement;
- (b) You fail to fulfil, or are in breach of any of Your obligations under this Agreement and either:
- (i) if the breach is rectifiable, You do not rectify the omission or breach to Our satisfaction within 10 business days of receiving a Notice in writing from Us to do so; or
  - (ii) the breach is in Our view not capable of being rectified;
- (c) You are unable to pay all Your debts when they become due or where We otherwise have reason to believe You are or may become insolvent;
- (d) if You are an incorporated body:
- (i) You fail to comply with a statutory demand within the meaning of section 459F of the *Corporations Act 2001* (Cth);
  - (ii) proceedings are initiated to obtain an order for Your winding up or any shareholder, member or director convenes a meeting to consider a resolution for Your winding up;
  - (iii) You come under one of the forms of external administration referred to in Chapter 5 of the *Corporations Act 2001* (Cth), *Chapter 11 of the Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth), or equivalent provisions in other legislation, or an order has been made to place You under external administration; or
  - (iv) notice is served on You or proceedings are taken to cancel Your incorporation or registration or to dissolve You as a legal entity;
- (e) if You are an individual, You become bankrupt or enter into a scheme of arrangement with creditors;
- (f) You cease to carry on a business relevant to the performance of the Services; or
- (g) We become expressly entitled to terminate this Agreement under any other provision of this Agreement.

### 49. Liquidated damages

49.1 Notwithstanding any other rights available to Us under this Agreement, or at law, if, after the Services Start Date, You:

- (a) cease to deliver Services, or advise Us that You are not willing or able to deliver the Services, and You have not either:

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- (i) obtained Our consent for the cessation or failure to commence performance of the Services (which We will not unreasonably withhold); or
  - (ii) secured an alternative employment services provider, acceptable to Us, to provide the Services; or
- (b) have in excess of 50 invalid payments of Monies made to You under this Agreement (as determined by Us, but not including any invalid payment which was made solely as a result of Our error), which are identified in any one Compliance Review,

You must, if required by Us, pay Liquidated Damages to Us in the amount of:

- (c) where clause 49.1(a) applies, \$25,000 per select grant application process and \$50,000 per open grant application process, used to secure an alternative employment services provider acceptable to Us; and
- (d) where clause 49.1(b) applies, \$5,000, and a further \$5,000 for each 100 invalid payments, in excess of the first 100 invalid payments, identified per Compliance Review.

49.2 For the avoidance of doubt:

- (a) clause 49.1(a) does not apply where We reallocate business without going to a grant application process; and
- (b) clause 49.1(b) does not apply where You self-identify invalid payments through Your internal compliance practices and Notify Us of those invalid payments.

49.3 Where clause 49.1(a) or 49.1(b) applies, the Parties agree that all relevant loss and damage will, having regard to the governmental and non-commercial nature of the Services and their significance to the Commonwealth's provision of employment and participation activities, 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 loss incurred by the Commonwealth in relation to:

- (a) in the case of clause 49.1(a), identifying, selecting and entering into contractual relations with an alternative employment services provider to provide Services and transferring Eligible Job Seekers, Records, Monies and relevant Materials to the alternative employment services provider; and
- (b) in the case of clause 49.1(b), administrative costs in processing and resolving invalid claims.

49.4 For the avoidance of doubt, the Liquidated Damages will become a debt due to the Commonwealth for the purposes of clause 23 [Repayment of Monies paid under this Agreement], if and when the Commonwealth Notifies You that it elects to recover the Liquidated Damages as a debt under clause 23.

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### 50. Transition out and cooperation to enable continuation of Services

#### *Transition Period*

- 50.1 Subject to the Remote Conditions, We may Notify You in accordance with clause 50.2 that We are deeming a Transition Period for any part of, or all of, RAC1 or RAC2.
- 50.2 We will Notify You of the Transition Period not less than 60 business days before the Transition Period is to start. This clause does not apply in relation to the Transition Period for RAC2, which commences on 1 July 2015.
- 50.3 If We Notify You under clause 50.2, and in relation to RAC2:
- (a) We will specify the start and end date of the Transition Period in the Notice (except for RAC2, for which the start date will be 1 July 2015 and the end date will be 30 June 2016);
  - (b) You must continue to provide, during the Transition Period, all Services which You are required to provide under this Agreement, unless We Notify otherwise;
  - (c) the Notice may specify, but is not limited to specifying, any one or more of the following matters:
    - (i) whether all, or only some, of the Services are to be provided and, if only some, which Services are to be provided;
    - (ii) whether any provisions of this Agreement will not apply to the provision of Services during the Transition Period, and if so, which provisions will not apply; and
    - (iii) whether Services are only to be provided in respect of particular areas or Regions, and/or in respect of particular Eligible Job Seekers.
- 50.4 In relation to RAC2:
- (i) You must continue to provide the Services and Activities described in RAC2 only for all RYLDC Participants who commenced their RYLDC Placement before 1 July 2015; and
  - (ii) those Services and Activities must be provided by You until the RYLDC Participant is exited from the RYLDC in Our IT Systems, in accordance with RAC2.
- 50.5 If We Notify You under clause 50.2, You must comply with the terms of the Notice.

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### *Your obligation to assist and cooperate with Us*

- 50.6 You must, if directed by Us, provide sufficient assistance and cooperation to Us, or to any person nominated by Us, to enable Services and Activities to continue to be provided to an Eligible Job Seeker who is transferred to another employment services provider (or to Us):
- (a) on the termination of this Agreement in whole or in part before the Services End Date;
  - (b) at the Services End Date;
  - (c) in accordance with clauses 3.4 to 3.6 [Referral and Registration of Eligible Job Seekers] of RAC1; or
  - (d) at any other time for any other reason.
- 50.7 The sufficient assistance and cooperation You must provide under clause 50.6 will include, as a minimum, complying with Our directions in relation to:
- (a) the transfer of Services Material and Commonwealth Material in Your possession or control; and
  - (b) the redirection of Eligible Job Seekers,
- to any person nominated by Us, or to Us.

## **PART I ADMINISTRATION**

### **51. Acknowledgement and publicity**

- 51.1 You must, in all publications, promotional and advertising materials, public announcements and activities by You or on Your behalf in relation to the Services, and any products, processes or inventions developed as a result of the Services, acknowledge the financial and other support You have received from Us, in the manner set out in any Guidelines.
- 51.2 You must ensure that all advertisements, promotional activities and any other public relations matters in relation to this Agreement are consistent with the requirements set out in any Guidelines.

### *Release of information about the Agreement details and Your performance*

- 51.3 We reserve the right to publicise and report on the Services and on the awarding of this Agreement to You, including Your name, the amount of the payments of Monies given to You and the title and a description of the Services.
- 51.4 Where We identify best practice on Your part, You agree that We may disseminate advice of such best practice to others.
- 51.5 You agree that We may publish any information We hold concerning Your performance under this Agreement.

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### 52. Negation of employment, partnership or agency

- 52.1 You are not, by virtue of this Agreement, or for any purpose unless specifically provided for under this Agreement, deemed to be Our employee, partner or agent.
- 52.2 You must not represent Yourself, and must ensure that Your employees, partners, agents or sub-contractors do not represent themselves, as being Our employees, partners or agents, unless specifically provided for under this Agreement.

### 53. Entire agreement, variation and severance

- 53.1 This Agreement records the entire agreement between the Parties in relation to its subject matter.
- 53.2 Except for action We are expressly authorised to take elsewhere in this Agreement, no variation of this Agreement is binding unless it is agreed in writing and signed by the Parties.
- 53.3 If a court or tribunal holds that any provision of this Agreement has no effect or interprets a provision to reduce an obligation or right, this does not invalidate, or restrict the operation of, any other provision.

### 54. Waiver

- 54.1 In this clause 54, 'rights' means rights or remedies provided by this Agreement or at law.
- 54.2 If either Party does not exercise (or delays in exercising) any rights under this Agreement, that failure or delay does not operate as a waiver of those rights.
- 54.3 A single or partial exercise by either Party of any of its rights under this Agreement does not prevent the further exercise of that right.
- 54.4 Waiver of any provision of, or right under, this Agreement:
- (a) must be in writing signed by the Party entitled to the benefit of that provision or right; and
  - (b) is effective only to the extent set out in the written waiver.

### 55. Assignment and novation

- 55.1 You must not assign Your rights under this Agreement without prior written approval from Us.
- 55.2 You agree not to negotiate with any other person to enter into an arrangement that will require novation of this Agreement without first consulting Us.

### 56. Incorporation and external administration

#### *Incorporation*

- 56.1 If You are a body corporate, You:
- (a) warrant that Your constitution is not inconsistent with this Agreement; and
  - (b) must provide a copy of Your constitution to Us upon request.

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- 56.2 You must Notify Us if You intend to amend Your constitution or change Your structure, management or operations in a way that could reasonably be expected to have an adverse effect on Your ability to comply with this Agreement.
- 56.3 If You alter Your constitution, structure, management or operations in a way which affects Your ability to comply with this Agreement, as determined by Us, We may terminate this Agreement immediately under clause 48.1(g).

### *External Administration*

- 56.4 You must provide to Us, immediately upon receipt or generation by You, a copy of:
- (a) any notice requiring You to show cause why You should not come into any form of external administration referred to in clause 56.4(b);
  - (b) any record of a decision by You, notice or orders that You have, or will, come under one of the forms of external administration referred to in:
    - (i) Chapter 5 of the *Corporations Act 2001* (Cth);
    - (ii) the equivalent provisions in the incorporated associations legislation of the Australian states and territories; or
    - (iii) Chapter 11 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);
  - (c) any statutory demand within the meaning of sections 459E and 459F of the *Corporations Act 2001* (Cth);
  - (d) any proceedings initiated with a view to obtaining an order for Your winding up;
  - (e) any decisions and orders of any court or tribunal made against You, or involving You, including an order for Your winding up;
  - (f) any notice that a shareholder, member or Director is convening a meeting for the purpose of considering or passing any resolution for Your winding up; and
  - (g) being an individual, any notice that You have become bankrupt or have entered into a scheme of arrangement with Your creditors.
- 56.5 You must, immediately upon the event happening, give Notice to Us that You:
- (a) have decided to place Yourself, or have otherwise come under, any one of the forms of external administration, referred to in clause 56.4(b);
  - (b) are ceasing to carry on business; or
  - (c) are no longer willing or able to provide the Services in accordance with this Agreement.

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### 57. Corporate governance

#### Personnel

- 57.1 Unless otherwise agreed by Us in writing at Our absolute discretion, You must not employ, engage or elect any person who would have a role in Your management, financial administration or, if Notified by Us, the conduct of the Services, if:
- (a) the person is an undischarged bankrupt;
  - (b) there is in operation a composition, deed of arrangement or deed of assignment with the person's creditors under the law relating to bankruptcy;
  - (c) the person has suffered final judgment for a debt and the judgment has not been satisfied;
  - (d) subject to Part VIIC of the *Crimes Act 1914* (Cth), the person has been convicted of an offence within the meaning of paragraph 85ZM (1) of that Act unless:
    - (i) that conviction is regarded as spent under paragraph 85ZM (2) (taking into consideration the application of Division 4 of Part VIIC);
    - (ii) the person was granted a free and absolute pardon because the person was wrongly convicted of the offence; or
    - (iii) the person's conviction for the offence has been quashed;
  - (e) the person is or was a Director or a person 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 the failure gave the Commonwealth the right to terminate the agreement; or
  - (f) the person is otherwise prohibited from being a member, Director, employee or responsible officer of Your organisation.
- 57.2 Unless otherwise agreed by Us in writing at Our absolute discretion, where a person falls, or is discovered as falling, within any of clauses 57.1(a) to 57.1(f) while employed, engaged or elected by You in a role in:
- (a) Your management or financial administration, You will be in breach of clause 57.1, if You do not:
    - (i) transfer the person to a position that does not have a role in Your management or financial administration; or
    - (ii) terminate the employment or engagement of the person or remove the person from office,as the case may be, and immediately Notify Us of Your action; or



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- (b) the conduct of the Services, You must Notify Us on becoming aware that the person falls or has been discovered as falling within any of clauses 57.1(a) to 57.1(f) and take any action in respect of that person, that is Notified by Us.

*Note: For the avoidance of doubt, clause 57.2(b) will apply where a person is transferred in accordance with clause 57.2(a)(i) to a role in the conduct of the Services.*

- 57.3 If You advise Us that You consider that termination action under clause 57.2(b) would be a breach of a statutory provision binding on You, We will take Your view into account in deciding what action to take as a result of the breach of clause 57.1.

### *Change in Control of You or a Material Subcontractor*

- 57.4 You must not, without Our prior written consent, cause or permit to occur a Change in Control of:

- (a) You; or  
(b) any Material Subcontractor.

- 57.5 We may, at Our absolute discretion, grant, or refuse to grant Our consent to a Change in Control of You or any Material Subcontractor. If We grant Our consent, We may do so on such conditions as We see fit.

- 57.6 You must, within five business days of receiving a written request from Us, provide such information and supporting evidence as We 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; and  
(h) Application Group membership, if relevant,

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

- 57.7 If You do not:

- (a) obtain Our consent to a Change in Control as required by clause 57.4; or  
(b) provide Us with any information required by Us in accordance with clause 57.6,

## General Terms and Conditions

We may do either or both of the following:

- (c) take action under clause 45 [Remedies]; or
- (d) immediately terminate this Agreement under clause 48 [Termination for default].

### *Change in management*

57.8 You must:

- (a) Notify Us within five business days of any changes to the membership of Your board of Directors, board of management or executive (including that of each member of Your Application Group, if relevant) during the Term of this Agreement; and
- (b) obtain a completed credentials information form (as supplied by Us) from any Director, or member of its board of management or executive, and supply it to Us, if We request it, within 10 business days of Our request.

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

### *Change in composition*

57.9 If You are:

- (a) a partnership; or
- (b) an Application Group,

You must Notify Us within five business days of any changes to the composition of Your partnership or Application Group, as relevant.

### *Good governance measures*

57.10 You must:

- (a) ensure that Your:
  - (i) chief executive officer and chief financial officer or equivalent officers in Your organisation; and
  - (ii) board members,understand:
  - (iii) Your obligations under this Agreement; and
  - (iv) their duties and responsibilities under any relevant legislation; and
- (b) comply with any other accountability and/or governance measures as directed by Us from time to time, at Our absolute discretion.

## General Terms and Conditions

### 58. Compliance with laws and policies

#### *General*

58.1 You must, in carrying out Your obligations under this Agreement, comply with:

- (a) all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority; and
- (b) any of Our policies advised by Us to You in writing,  
including any listed in this clause 58.

#### *Compliance with policies relating to communities*

58.2 For each community in Your Region(s), You must take all reasonable steps to ensure that You are aware of, support and comply with, all relevant and reasonable policies, including alcohol management plans, which are in place in the community.

#### *Services on native title lands*

58.3 Before You undertake any Services (including Activities) on land that is subject to native title or a land rights grant, or on land that is the subject of a native title claim or a land rights claim, You must consult with and be satisfied that the native title or land rights holders or claimants understand the nature of the Services and have had an adequate opportunity to comment on the Services, even if there is no legal requirement that You obtain their agreement to the Services being conducted.

*Note: In all cases, You should have the agreement of the relevant title holders or claimants to Services being conducted. In some cases, such agreement will be necessary under law.*

58.4 You must obtain all necessary authorities to undertake the Services (including Activities) on land that is subject to native title or a land rights grant, including, where required by law, the agreement of the:

- (a) relevant native title holders or claimants; and
- (b) traditional owners recognised under land rights legislation.

58.5 You must rely on Your own independent professional advice in relation to native title and land rights matters.

58.6 If You are unable to obtain any necessary authority relating to Services to be conducted on land that is subject to native title or a land rights grant as at the Services Start Date, You must immediately Notify Us in writing and We may either:

- (a) negotiate changes with You to the Services to either avoid the need for the relevant authorities to be obtained or an Indigenous Land Use Agreement to be negotiated, or otherwise address the issues preventing the relevant authorities from being obtained or the parties agreeing to an Indigenous Land Use Agreement; or

## General Terms and Conditions

- (b) immediately terminate this Agreement in whole or in part, and, for the avoidance of doubt, You agree that We will not be liable to pay You any costs to the extent that they relate to the part of the Services requiring the authorities or the negotiation of an Indigenous Land Use Agreement as referred to in this clause.

### *Compliance with laws*

58.7 You acknowledge and agree, as relevant, that:

- (a) You will comply with any obligations You have under the *Workplace Gender Equality Act 2012* (Cth);
- (b) when dealing with Your employees, You will comply with the *Fair Work Act 2009* (Cth), and obligations under relevant occupational health and safety laws;
- (c) Chapter 7 of the Criminal Code provides for offences which attract substantial penalties, including theft of Commonwealth property and other property offences, obtaining property or financial advantage by deception, offences involving fraudulent conduct, bribery, forgery and falsification of documents;
- (d) giving false or misleading information is a serious offence under the Criminal Code;
- (e) the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of the performance of this Agreement (other than a person to whom You are authorised to publish or disclose that fact or document) may be an offence under section 70 of the *Crimes Act 1914* (Cth), punishment for which may be a maximum of two years imprisonment;
- (f) in respect of data, including Personal Information and Protected Information, held in connection with this Agreement, any unauthorised and intentional access, destruction, alteration, addition or impediment to access or usefulness of the data stored in any computer in the course of performing this Agreement is an offence under Part 10.7 of the Criminal Code which may attract a substantial penalty, including imprisonment;
- (g) You are aware of the provisions of section 79 of the *Crimes Act 1914* (Cth) relating to official secrets; and
- (h) You may be subject to the provisions of the *Competition and Consumer Act 2010* (Cth) and the *Archives Act 1983* (Cth).

### *Work Health and Safety Legislation*

58.8 You must at all times:

- (a) ensure that the Services are carried out in a safe manner;
- (b) comply with the WHS Laws;

## General Terms and Conditions

- (c) be aware of, understand and comply with any work health and safety policy and procedures that We Notify to You or which are specified in any Guidelines as applicable to this Agreement or the performance of the Activities under this Agreement;

*Note: You are responsible for ensuring that You perform all aspects of this Agreement, including the establishment and conduct of Activities, in a manner which complies with all Laws, including all WHS Laws. While we may, on occasion, provide specific guidance about work health and safety issues in accordance with clause 58.8(c), We are not responsible for setting general policy and procedures that will ensure compliance with WHS Laws (this is Your responsibility).*

- (d) comply with any reasonable instruction from Us relating to work health and safety;
- (e) immediately comply with directions on health and safety issued by any person having authority under the WHS Laws to do so;
- (f) when requested by Us, provide evidence of Your ongoing compliance of the WHS Laws;
- (g) if You are 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 Us; and
  - (ii) provide Us, within Our specified timeframe, 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;
- (h) within 24 hours of becoming aware of such circumstances, inform Us of the full details of:
- (i) any suspected contravention of the WHS Laws relating to the Services,;
  - (ii) any workplace entry by a WHS Entry Permit Holder, or an Inspector, to any place where the Services are being performed or undertaken; and
  - (iii) any proceedings against You, or any decision or request by the Regulator given to You, under the WHS Laws; and
- (i) provide Us with copies of all notices and correspondence issued to You by any person under the WHS Laws, within 24 hours of receiving any such notice or correspondence.

**58.9** You must cooperate with any investigation undertaken by Us concerning any Notifiable Incident, or breach or alleged breach of the WHS Laws, or any audit of Your work health and safety performance, arising out of or in respect of the Services.

## General Terms and Conditions

### *Compliance with school attendance policy*

58.10 You must undertake all Services in a manner that is not inconsistent with the Commonwealth's key priorities of getting children to school, adults to work and making communities safer.

### *Compliance with Strengthening Organisational Governance policy*

58.11 Clauses 58.12 to 58.15 require You to be, or become, incorporated in certain circumstances.

58.12 The incorporation requirement applies if the total value of all funding and grants which are payable to You and which are administered by the Indigenous Affairs Group of the Department of the Prime Minister and Cabinet (**PM&C Grants**) in a financial year equals or exceeds \$500,000 (excluding GST) and You:

- (a) are not a statutory body, or a State, Territory or local government; and
- (b) have not received an exemption from the incorporation requirements in clauses 58.12 to 58.15 from the Minister (or the Minister's delegate).

58.13 Where the incorporation requirement applies:

- (a) You must be, or become, incorporated in accordance with clause 58.14; and
- (b) the incorporation must occur within 6 months of the date that the agreement (or contract variation) is executed resulting in a total value of PM&C Grants in a financial year equalling \$500,000 or more (excluding GST).

58.14 You must be, or become, incorporated:

- (a) if You are an entity that meets the Indigeneity requirement specified in section 29-5 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth) (**CATSI Act**) – under the CATSI Act; or
- (b) for any other entity – under the *Corporations Act 2001* (Cth).

58.15 Once You are, or become, incorporated, You must remain incorporated until the later of:

- (a) the end of the Term of this Agreement; and
- (b) the end of all other agreements between You and Us under which a PM&C Grant is payable.

## **59. Applicable law and jurisdiction**

59.1 The laws of the State of New South Wales apply to the interpretation of this Agreement.

59.2 The Parties agree to submit to the non-exclusive jurisdiction of the courts of the State of New South Wales in respect to any dispute under this Agreement.

## **60. Notices**

60.1 A Party giving a Notice under this Agreement must:

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- (a) do so in writing or by Electronic Communication;
- (b) if given by You, mark the Notice for the attention of the Account Manager; and
- (c) if given by Us, mark the Notice for the attention of the Contact Person,

and deliver the Notice by hand, or send it by pre-paid post or Electronic Communication to the address of the other Party specified in the Activity Schedule.

60.2 A Notice given under clause 60.1 is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by pre-paid post, five business days after the date of posting; or
- (c) if sent by Electronic Communication, at the time that would be the time of receipt under the *Electronic Transactions Act 1999* (Cth) if a notice was being given under a law of the Commonwealth.

## General Terms and Conditions

### ANNEXURE 1 to the General Terms and Conditions

#### DEFINITIONS

##### Reader's Guide to the Definitions

All Definitions are located in this Annexure 1 to the General Terms and Conditions.

The Definitions below apply to all parts of this Agreement.

In this Agreement, unless the contrary intention appears:

**'13 Week Period'** means a period of 13 consecutive weeks (subject to any allowable breaks in Employment as set out in the Guidelines)

- (a) from the Outcome Start Date; or
- (b) where one exists, the Moved Outcome Start Date,

and which period does not overlap with any other 13 Week Period.

**'26 Week Period'** means a period of 26 weeks over a maximum of 52 consecutive weeks (subject to any allowable breaks in Employment as set out in the Guidelines):

- (a) from the Outcome Start Date; or
- (b) where one exists, the Moved Outcome Start Date,

and which period does not overlap any other 26 Week Period.

**'ABN'** has the same meaning as it has in section 41 of the GST Act.

**'Aboriginal and Torres Strait Islander person'** means a person:

- (a) who is identified as such on Our IT Systems; or
- (b) who:
  - a. is of Aboriginal and/or Torres Strait Islander descent;
  - b. identifies as an Aboriginal and/or Torres Strait Islander person; and
  - c. is accepted as such in the community in which the person lives or has lived,

and **'Aboriginal and Torres Strait Islander peoples'** has an equivalent meaning where reference is to more than one person.

**'ABSTUDY'** means the allowance paid under the Aboriginal and Torres Strait Islander Study Assistance Scheme administered by the Department of Education to Aboriginal and Torres Strait Islander persons who are studying or are undertaking an apprenticeship.

**'Account Manager'** means the persons who have authority to receive and sign Notices on Our behalf, including any person or position set out in the Guidelines from time to time.



## General Terms and Conditions

**'Accredited Course'** means a programme of structured, formal training or education which results in qualification under the Australian Qualifications Framework.

**'Acquittal Report'** means any Report or Reports that You must provide to Us for the purpose of acquitting Funding paid to You, as specified in this Agreement including any Guidelines.

**'Activities'** means the activities in which Eligible Job Seekers participate, that You are required to conduct under this Agreement.

**'Activity Diary'** means that part of Our IT System used by You to record an Eligible Job Seeker's attendance at Activities.

**'Activity End Date'** has the same meaning as 'Services End Date'.

**'Activity Payments'** means the:

- (a) Work for the Dole Payments; and
- (b) Basic Payments.

and, for the avoidance of doubt, excludes Employment Outcomes Payments, Employer Incentive Funds, Ancillary Payments, other Funding provided under RAC1 and RYLDC Funds.

**'Activity Schedule'** means the schedule to this Agreement of that name.

**'Activity Start Date'** has the same meaning as 'Services Start Date'.

**'Adjustment Event'** has the meaning given in section 195-1 of the GST Act.

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

**'Agreement'** means this document, as varied or extended by the Parties from time to time in accordance with this Agreement, and includes the Particulars, the General Terms and Conditions, Remote Conditions, all Annexures, the Activity Schedule, Guidelines, and any other documents incorporated by reference.

**'Ancillary Payment'** means any payment of that name as described in clause 49 of RAC1.

**'Annexure'** means any annexure to this Agreement.

**'Application Group'** means a group of two or more entities (including the entities' personnel) however constituted which:

- (a) has entered into an arrangement for the purposes of jointly providing the Services; and
- (b) 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 Agreement.

but excludes a partnership.

**'Appointment'** means a time for a meeting between You and an Eligible Job Seeker in accordance with clause 4 [Appointments with Eligible Job Seekers] of RAC1.

**'Approved Vacancy'** means a period:

- (a) relevant to the calculation of time during which an RYLDC Place is continuously occupied;
- (b) of:
  - (i) up to eight weeks in total; or
  - (ii) any other period approved by Us in writing,

## General Terms and Conditions

during which an RYLDC Participant may be absent from participating in RYLDC Activities.

**‘Approved Assistance’** means the assistance for an Eligible Job Seeker for which You have submitted an application to the JobAccess Provider, and received the JobAccess Provider’s approval for an Approved Assistance Amount to be expended on that assistance.

**‘Approved Assistance Amount’** means the amount approved by the JobAccess Provider for expenditure under the Employment Assistance Fund.

**‘Approved Not-for Profit Community Organisation’** means a not for profit community organisation approved in accordance with any Guidelines.

**‘Approved Program of Work Supplement’** has the meaning given to the term ‘approved program of work supplement’ under the *Social Security Act 1991* (Cth).

**‘Assessment’** means a formal assessment of an Eligible Job Seeker’s job readiness which is to be conducted in accordance with requirements (if any) in any Guidelines - including current skills and work experience as well as any level of disadvantage conducted by You, and **‘Assess’** has the corresponding meaning.

**‘Asset’** means:

- (a) any item of tangible property, purchased, leased, created or otherwise brought into existence either wholly or in part with the use of any Funding, which has a value equal to or greater than \$1000, but does not include property provided for the exclusive and personal use of an Eligible Job Seeker; or
- (b) any other item of real or tangible property transferred to You from a Former CDEP Provider or acquired by You using funding provided to You under a CDEP Programme Funding Agreement; or
- (c) any other item of real or tangible property which has a value equal to or greater than \$1000, and which You purchased, leased, created or otherwise brought into existence, either wholly or in part, with money which was reimbursed to You through the flexible pool of Funds available to You until 1 July 2015 and known as the ‘Participation Account’ (but not including any property provided for the exclusive and personal use of an Eligible Job Seeker).

**‘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 Jobsearch’** means the government run job database of that name located at [www.jobsearch.gov.au](http://www.jobsearch.gov.au).

**‘Australian Privacy Principle’** or **‘APP’** has the meaning given to this term in the Privacy Act.

**‘Australian Qualifications Framework’** or **‘AQF’** means the national policy for regulated qualifications in Australian education and training.

**‘Australian Skills Quality Authority’** means the national authority for Australia’s vocational education and training sector which regulates courses and training providers to ensure nationally approved quality standards are met.

**‘Austudy’** means the payment referred to as ‘austudy payment’ in the *Social Security Act 1991* (Cth).

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**'Author'** means a person who is an author of any Services Material or Existing Material for the purposes of Part IX of the *Copyright Act 1968* (Cth).

**'Basic Participant'** means an Eligible Job Seeker who is not a WfD Participant.

**'Basic Payment'** means a Payment of that name as described in clause 45 of RAC1.

**'Basic Rate'** has the meaning given to the term 'basic rate' by the *Social Security Act 1991* (Cth), where the term applies in relation to the payment of Income Support Payments.

**'Basic Services'** means the Services of that name as described in RAC1, which are to be provided by You to, or in respect of, all Eligible Job Seekers.

**'Carer Payment'** has the meaning given to the term 'carer payment' by the *Social Security Act 1991* (Cth).

**'CDEP Programme Funding Agreement'** means:

- (a) an agreement for funding between the Commonwealth and a Former CDEP Provider which was effective prior to 1 July 2013; or
- (b) the previous component of this Agreement known as "Remote Activity Conditions 3" or "RAC3" which was effective before 1 July 2015.

**'CDEP Scheme'** means the scheme known as the Community Development Employment Projects Scheme which is administered by the Commonwealth, except in the Torres Strait Islands Region where it is administered by the Torres Strait Regional Authority.

**'Certificate I'** means the AQF accredited qualification with the title of Certificate I.

**'Certificate II'** means the AQF accredited qualification with the title of Certificate II.

**'Change in Control'** means:

- (a) subject to paragraph (b) below, in relation to a Corporation, a change in any of the following:
  - (i) Control of more than one half of the voting rights attaching to shares in the Corporation, whether due to one or a series of transactions occurring together or on different occasions;
  - (ii) Control of more than one half of the issued share capital of the Corporation, whether due to one or a series of transactions occurring together or on different occasions, excluding any part of the issued share capital which carries no right to participate beyond receipt of an amount in the distribution of either profit or capital; or
  - (iii) Control of 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) the 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;

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- (ii) ownership of any shareholding in any share capital; or
- (iii) the enabling legislation so far as it affects Control, if any;
- (e) in relation to an Application Group:
  - (i) any change in the membership of the Application Group;
  - (ii) a change of the lead member of the Application Group, if the Application Group has appointed a lead member for the purposes of this Agreement; or
  - (iii) a Change in Control as defined in paragraphs (a) to (d) above in any member of the Application Group.

**'Code of Practice'** means the code of practice which will be advised by Us to You.

**'Commencement'** means the time at which You have recorded the completion of the Initial Interview for an Eligible Job Seeker on Our IT System.

**'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 at *It's an Honour – Commonwealth Coat of Arms*, available at <http://www.itsanhonour.gov.au/coat-arms/index.cfm>.

**'Commonwealth Material'** means any Material provided by Us to You for the purposes of this Agreement or which is copied from that Material, except for Services Material.

**'Complaint'** means any expression of dissatisfaction with Your policies, procedures, employees or the quality of the Services You offer or provide, but does not include:

- (a) a request by an Eligible Job Seeker, 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.

**'Compliance Activities'** means intensive activities for Eligible Job Seekers:

- (a) in accordance with any Guidelines; or
- (b) as otherwise directed by DHS.

**'Compliance Review'** means a review of Monies paid by Us to You, undertaken by Us from time to time.

**'Comprehensive Compliance Assessment'** means an assessment conducted by DHS to determine whether:

- (a) a penalty should be applied to an SS Activity Tested Eligible Job Seeker who wilfully and persistently fails to meet their obligations under their Job Plan; or
- (b) an SS Activity Tested Eligible Job Seeker requires additional assistance in order to comply.

**'Confidential Information'** means information that:

- (a) We identify, by Notice to You, as confidential information for the purposes of this Agreement;
- (b) the Parties agree to treat as confidential; or

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(c) the Parties know, or ought reasonable to know, is confidential to each other.

**'Conflict'** means a conflict of interest, or risk of a conflict of interest, or an apparent conflict of interest arising through You engaging in any activity or obtaining any interest that is likely to interfere with or restrict You in providing the Services to Us fairly and independently.

**'Contact'** means a contact between You and an Eligible Job Seeker in accordance with clauses 6 to 8 of RAC1.

**'Contact Person'** means the person specified at item 2 of the Activity Schedule who has authority to receive and sign Notices on Your behalf under this Agreement and accept any request or direction in relation to this Agreement.

**'Continuous Occupation'** means that an RYLDC Place is occupied continuously for 52 weeks from its Placement Start Date by an RYLDC Participant in accordance with clause 5 of RAC2, and

**'Continuously Occupied'** has the equivalent meaning.

**'Control'** has the meaning given to that term in section 50AA of the *Corporations Act 2001* (Cth).

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

**'Customer'** includes an Eligible Job Seeker, Employer, member of a community in Your Region(s) and any other user of the Services.

**'Customer Feedback Register'** means the list of Customer feedback kept by You for each of Your Region(s).

**'Customer Service Line'** means a free call telephone service which puts Customers in contact with Our customer service officer, and is 1800 805 260, or such other number as Notified by Us from time to time.

**'Cybersafety Policy'** means Our policy of that name as specified at clauses 17.18 to 17.22, or any other policy which replaces that policy from time to time in accordance with clause 17.23.

**'Department of Employment'** means the Commonwealth Department of, Employment or such other government agency or department as may administer or perform the functions of that department from time to time.

**'Department of Social Services'** means the Commonwealth Department of Social Services or such other government agency or department as may administer or perform the functions of that department from time to time.

**'Definitions'** means the list of definitions in this Annexure 1 to the General Terms and Conditions.

**'Delegate'** means a person engaged by You who is a Delegate of the Secretary under the Social Security Law.

**'DHS'** means the Commonwealth Department of Human Services, or any other government agency or department as may administer or perform the functions of that department from time to time.

**'DHS Assessment Services'** means the assessment services provided by DHS.

**'Direct Registration'** or **'Directly Register'** means Registration by You of an Eligible Job Seeker who does not have a Referral, in accordance with clause 3 of RAC1 and any Guidelines.

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**'Director'** means any of the following:

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

**'Disability Support Pension'** has the meaning given to the term 'disability support pension' by the *Social Security Act 1991* (Cth).

**'Disposal'** or **'Dispose'** means, in relation to Assets, to sell, license, lease or sublease, or otherwise transfer or give up ownership or the right to occupy or use, or to enter an agreement to do any of the preceding acts.

**'Documentary Evidence'** means Your Records, as specified in this Agreement, including in any Guidelines, which evidence that Services were conducted by You in relation to each payment of Monies made under this Agreement, or which otherwise supports Our payment of those Monies.

**'DSP Recipient (Compulsory)'** means an Eligible Job Seeker who is in receipt of Disability Support Pension, is under the age of 35, and has compulsory requirements.

**'Early Payment'** means an RYLDC Payment which may be claimed in accordance with clause 24 of RAC2.

**'Early School Leaver'** means a person 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 Programme'** means:

- (a) the *Senior Secondary Certificate of Education* as accredited under the AQF undertaken outside of the secondary school system and is generally delivered by TAFE or another Registered Training Organisation; or
- (b) any other education and training courses as advised by Us from time to time.

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**‘Effective Exit’** means the automatic removal of an Eligible Job Seeker from Our IT Systems as being eligible for the full range of Remote Services in accordance with any Guidelines.

**‘Electronic Communication’** has the same meaning as it has in section 5 of the *Electronic Transactions Act 1999* (Cth).

**‘Electronic Diary’** means Our system used for Referrals and for making and managing Eligible Job Seekers’ Appointments.

**‘Eligible Job Seeker’** means a person who is identified as eligible for RJCP in Our IT System, and who meets the eligibility criteria identified in any Guidelines.

**‘Eligible Job Seeker Services Records’** means Records about an Eligible Job Seeker that are directly created for the purposes of providing Services.

**‘Employer’** means an entity that has the legal capacity to enter into a contract of employment with an Eligible Job Seeker.

**‘Employer Incentive Funding’** mean the Funding that is provided to You under clause 47 of RAC1, to be used solely to pay Employers who have employed an Eligible Job Seeker so as to meet an Employment Outcome after a 26 Week Period.

**‘Employment’** or **‘Employed’** means the status of a person who is:

- (a) in paid work, including an apprenticeship or traineeship, under a contract of employment or who is otherwise deemed to be an employee under relevant Australian legislation; and
- (b) is not in any arrangement

expressly excluded in any Guidelines.

**‘Employment Assistance’** means assistance to Eligible Job Seekers to obtain Employment in accordance with clauses 10 to 18 of RAC1.

**‘Employment Assistance Fund’** means the Australian Government’s initiative which provides financial assistance for the costs of work related modifications and the work equipment of people with disability.

**‘Employment Outcome’** means a Full Employment Outcome and Part-Time Employment Outcome, as described in 46.3 of RAC1

**‘Employment Outcome Payments’** means the Payments of that name described in clause 46 of RAC1.

**‘Employment Services Assessment’** or **‘ESAt’** means an assessment of an Eligible Job Seeker’s barriers to employment and work capacity conducted by DHS Assessment Services.

**‘Employment Systems Helpdesk’** means the Department of Employment’s centralised point of IT support for employment service providers and RJCP Providers in relation to Our IT Systems.

**‘Establish’** means, for RAC2, the act of starting an RYLDC Placement in a Place by:

- (a) identifying activities and assistance to be provided in a Place;
- (b) identifying the first RYLDC Participant to undertake those activities or receive that assistance; and
- (c) registering that RYLDC Participant in the Place on Our IT Systems,

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and **'Established'** has an equivalent meaning.

**'Establishment Date'** means, for RAC2, the date on which You Establish an RYLDC Place.

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

**'Exemption'** means circumstances recorded by DHS, resulting in an exemption by DHS of an SS Activity Tested Eligible Job Seekers' SS Activity Test Requirements for a specified period of time.

**'Existing IPR'** means the Intellectual Property Rights in the Existing Material.

**'Existing Material'** means any Material in existence prior to execution of this Agreement or developed independently of this Agreement.

**'Exit'** means for RAC1, a Provider Exit or an Effective Exit.

**'Expire'** means that an RYLDC Place ceases to be open to RYLDC Participants or the subject of RYLDC Payments.

**'Former CDEP Provider'** means a person or body that was a 'CDEP Scheme Provider', in accordance with the definition of that term in section 23 of the *Social Security Act 1991* (Cth), on 30 June 2013 or before.

**'Full Employment Outcome'** means, for the duration of:

- (a) a 13 Week Period; or
- (b) a 26 Week Period,

an Eligible Job Seeker meets the requirements clause 46.3 of RAC1 for a Full Employment Outcome.

**'Full-Time Site'** means a Site that is open Monday to Friday from 9 am - 5 pm on business days, or as otherwise agreed with Us.

**'Full-Time Study'** means, in accordance with any Guidelines:

- (a) a university course that, for the purposes of the *Higher Education Contribution Scheme*, represents a standard student load for the equivalent of a full-time student;
- (b) a course that is at least 15 class contact hours a week; or
- (c) a course determined as being full-time by the relevant educational institution.

**'Funding'** means the amount or amounts payable or paid by Us under this Agreement that are specified as Funding in this Agreement.

**'General Terms and Conditions'** means the part of this Agreement of that name and includes any Annexures to that part.

**'Government Engagement Coordinator'** means a government business manager who has been engaged in that position by the Department of Social Services.

**'Group-based Activity'** means an Activity which has more than one Eligible Job Seeker.

**'GST'** has the same meaning as it has in section 195-1 of the GST Act.

**'GST Act'** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).



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**'Guidelines'** means guidelines, if any, as described in this Agreement issued by Us, and amended from time to time by Us. For clarity, Guidelines include documents described as "Operational Guidelines", "RJCP Operational Guidelines" and "Remote Jobs and Community Programme Operational Guidelines".

**'Host'** means an organisation other than You or Your Material Subcontractor that conducts an Activity specified in the Guidelines as one that can be Hosted, in accordance with RAC1. For clarity, any of Your Related Entities (other than one which is a Material Subcontractor) that conducts an Activity is a Host.

**'Host Employer'** means an Employer with whom an RYLDC Participant will undertake Workplace Activities in accordance with clause 13 of RAC2.

**'Hosted Placement'** means placement of a WfD Participant into an Activity which is conducted by a Host, in accordance with RAC1.

**'Income Support Payment'** has the meaning given to the term 'income support payment' in the *Social Security Act 1991* (Cth).

**'Indigenous Eligible Job Seeker'** means an Eligible Job Seeker who is an Aboriginal and Torres Strait Islander person.

**'Indigenous Land Use Agreement'** means an agreement, pursuant to the *Native Title Act 1993* (Cth), between a native title group and others about the use and management of land and waters where native title has, or has not yet, been determined.

**'Initial Interview'** means an initial meeting between You and an Eligible Job Seeker in accordance with clause 5 [Initial Interviews] of RAC1.

**'Input Tax Credit'** has the meaning given in section 195-1 of the GST Act.

**'Inspector'** means the person appointed as such under the WHS Act.

**'Intellectual Property Rights'** includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**'Interest'** means interest calculated at a rate determined by Us that will be no higher than the 90-day bank accepted bill rate (available from the Reserve Bank of Australia) less 10 basis points.

**'Intervention for Non-vocational Barriers'** means a programme, or course or action to overcome a Non-vocational Barrier to employment – for example, a drug and alcohol addiction programme, counselling to overcome psychological barriers, mental illness interventions, counselling and other interventions which deal with domestic violence/anger management.

**'Job Capacity Assessment'** or **'JCA'** means an assessment conducted by DHS Assessment Services to determine eligibility for the Disability Support Pension and includes assessment of barriers to employment and work capacity.

**'JobAccess'** or **'JobAccess Services'** means the services of that name administered by Us.

**'JobAccess Provider'** means the entity contracted by Us to deliver JobAccess Services.

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**'Jobsearch Facilities'** means personal computers or similar devices with broadband internet connectivity, printers and other sundry equipment, which accord with specifications Notified by Us from time to time. **'Jobsearch Facility'** has a corresponding meaning.

**'Job Plan'** means the plan referred to in clause 10 [Job Plans] of RAC1 and:

(a) for SS Activity Tested Eligible Job Seekers, has the meaning given to the term 'employment pathway plan'; and

(b) for DSP Recipients (Compulsory), is a 'participation plan',

under the *Social Security Act 1991* (Cth), or, if the *Social Security Act 1991* (Cth) is amended, any other such similar agreements.

**'Job Search'** means an instance of active contact with a potential Employer to apply for a job, and includes a contact by phone or in person, by submitting a written application, or by attending a job interview.

**'Job Search Period'** means, unless otherwise specified in any Guidelines, the first month and each successive month thereafter, of a SS Activity Tested Eligible Job Seeker's Period of Unemployment.

**'Job Search Requirement'** means the number of Job Searches that a SS Activity Tested Eligible Job Seeker must complete as specified in, or calculated in accordance with, any Guidelines.

**'Job Seeker Compliance Framework'** means the Guidelines of that name, which set out actions that should or must be taken by You in relation to a SS Activity Tested Eligible Job Seeker's act or potential act of non-compliance with his or her Social Security Activity Test Requirements, or a DSP Recipient (Compulsory)'s potential act of non-compliance with his or her compulsory requirements.

**'Job Seeker Classification Instrument'** or **'JSCI'** means the tool used by You and DHS to identify and record an Eligible Job Seeker's personal circumstances and labour market skills.

**'Key Performance Indicators'** or **'KPIs'** means the performance indicators specified in clause 39 [Performance obligations] of the General Terms and Conditions or as Notified to You by Us from time to time.

**'Labour Hire Employer'** means an organisation to which an Eligible Job Seeker's services are provided after being placed into a Paid Work Arrangement with a labour hire organisation or a group training organisation.

**'Liquidated Damages'** means the amount that We may recover from You in accordance with clause 49 [Liquidated damages] of the General Terms and Conditions.

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

**'Material Subcontractor'** means any subcontractor of Yours that is subcontracted to perform a substantial part (as determined by Us) of the Services.

**'Mentor'** means someone who is considered to have sufficient experience or expertise to be able to assist others less experienced, and may be a community elder, or an Aboriginal and Torres Strait Islander person with cultural knowledge and community endorsed authority.

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**'Mentoring'** means the support and assistance provided by a Mentor to Eligible Job Seekers in accordance with clause 15 of RAC1 [Mentoring], clause 18 of RAC2 and any Guidelines.

**'Minor'** means a person under the age of 18.

**'Monies'** means any amounts payable by Us to You under this Agreement.

**'Moved Outcome Start Date'** means, for an Employment Outcome, the day to which an Outcome Start Date is moved in Our IT Systems, in accordance with any Guidelines.

**'National Native Title Tribunal'** means the entity established under Part 6 of the *Native Title Act 1993* (Cth).

**'Newstart Allowance'** has the meaning given to the term 'newstart allowance' by the *Social Security Act 1991* (Cth).

**'Non-Attendance Report'** or **'NAR'** means an electronic report sent by You, through Our IT Systems, to DHS notifying of Your assessment that a SS Activity Tested Eligible Job Seeker has failed to attend an Appointment without a Valid Reason or a Reasonable Excuse.

**'Non-Payable Outcome'** means placement of an Eligible Job Seeker into any:

- (a) Employment in the sex industry, including retail positions;
- (b) Employment involving nudity;
- (c) Activities undertaken as part of Work for the Dole or any other unpaid work;
- (d) training course
- (e) job that involves taking up Employment in another country, regardless of whether the salary is paid in Australian Dollars or by an Australian company;
- (f) job involving illegal activity;
- (g) Pre-Existing Employment, unless the requirements for an Upgrade in relation to that Employment are satisfied or the Employment is otherwise allowed in any Guidelines;
- (h) programme funded by the Australian Government, or a State or Territory government;
- (i) Recurring Employment;
- (j) Employment that has already contributed to a claim for an Employment Outcome Payment for a 13 Week Period or a related 26 Week Period for an Eligible Job Seeker in the same Period of Activities;
- (k) Employment in the same or a similar position vacated in the previous 14 days by an Eligible Job Seeker who attracted an Employment Outcome Payment, unless otherwise agreed by Us;
- (l) Employment that contravenes Commonwealth, State or Territory legislation or provides terms and conditions of Employment which are inconsistent with the relevant workplace relations laws, or any instrument made under such laws;
- (m) Employment that pays a commission as either the entire remuneration or part of the remuneration, except where the commission being paid to the Eligible Job Seeker is in addition to an amount which is paid to the Eligible Job Seeker in accordance with any applicable Commonwealth, State or Territory legislation and any applicable modern award or

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a national minimum wage order; or

(n) situation that We may Notify, from time to time, or as specified in any Guidelines.

**'Non-remote Provider'** means a provider of employment services in a non-remote area.

**'Non-vocational Barriers'** means the range of barriers that can prevent a person from obtaining and sustaining employment or education or from undertaking further skills development, including but not limited to homelessness, mental illness, drug or alcohol addiction, sexual abuse or violence and physical or mental abuse.

**'Notice'** means a written notice sent from one party to the other party in accordance with the requirements of clause 60 [Notices] of the General Terms and Conditions and **'Notify'**, **'Notified'** and **'Notification'** means the action of sending a Notice in accordance with the requirements of clause 60 [Notices].

**'Notifiable Incident'** has the meaning given in the WHS Act.

**'Objectives'** means the objectives of the Services as described in this Agreement.

**'Other Offence Record'** means a record of conviction, finding of guilt or court order for an Other Offence.

**'Other Offence'** means any criminal offence that is not a Serious Offence.

**'Our Security Policy'** means the document at: <http://foi.deewr.gov.au/documents/deewr-external-security-policy-contracted-service-providers-and-users>, or such other website as may be advised by Us, or any other policy which replaces that policy from time to time in accordance with clause 17.23.

**'Our IT Systems'** means:

- (a) the Department of Employment's information technology (IT) computer system accessible by You, through which information is exchanged between You, Your subcontractors, DHS, DHS Assessment Services and Us in relation to the Services; or
- (b) any other IT computer system Notified by Us to You from time to time.

**'Outcome'** means an Employment Outcome.

**'Outcome Period'** means the period for which Employment Outcome Payments and Employer Incentive Funding are payable in respect of an Employment Outcome achieved by an Eligible Job Seeker, in accordance with clause 46 [Employment Outcome Payments] of RAC1.

**'Outcome Start Date'** means the first day of Employment which, when completed by the Eligible Job Seeker, meets the requirement of an Employment Outcome and which day is recorded on Our IT Systems in accordance with any Guidelines.

**'Own Organisation'** means:

- (a) You, if Your whole entity is involved in conducting Services under this Agreement, or that part of You that delivers Services under this Agreement; and
- (b) any entity that You subcontract any of Your obligations under this Agreement to.

**'Paid Work Arrangement'** means:

- (a) Employment; or

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(b) another type of arrangement, if any, specified in any Guidelines.

**'Parenting Payment'** has the meaning given to the term 'parenting payment' by the *Social Security Act 1991* (Cth).

**'Partial Capacity to Work' or 'PCW'** has the meaning of 'partial capacity to work' as defined in the *Social Security Act 1991* (Cth).

**'Partial Capacity to Work Eligible Job Seeker' or 'PCW Eligible Job Seeker'** means an Eligible Job Seeker who has a Partial Capacity to Work.

**'Participation Report'** means an electronic report sent by You through Our IT System to DHS detailing a SS Activity Tested Eligible Job Seeker's act or acts of potential non-compliance with his or her Social Security Activity Test Requirements, as specified in any Guidelines.

**'Particulars'** means the document of that name in which the Parties are identified and execute this Agreement.

**'Party'** means a party to this Agreement.

**'Part-time Employment Outcome'** means, for the duration of:

(a) a 13 Week Period; or

(b) a 26 Week Period,

an Eligible Job Seeker meets the requirements in clause 46.3 [Employment Outcome Payments] of RAC1 for a Part-time Employment Outcome.

**'Payment'** means any amount payable by Us to You under this Agreement, other than Funding.

**'Performance Target'** means a specific, measurable, achievable, relevant and timed target level of performance against one or more measures within the Key Performance Indicators, as set out in any Guidelines, or as Notified to You by Us from time to time.

**'Period of Activities'** means a period during which You must conduct Services for the Eligible Job Seeker which:

(a) starts on the Commencement of an Eligible Job Seeker; and

(b) runs continuously until the Eligible Job Seeker is either:

(i) Exited; or

(ii) otherwise ceases to be an Eligible Job Seeker,

subject to the following limitations:

(iii) where the Eligible Job Seeker is Suspended; or

(iv) where clause 32 [Exits] of RAC1 applies.

**'Period of Unemployment'** means the period which commences on the date on which a SS Activity Tested Eligible Job Seeker registers with DHS or directly with You as unemployed, and concludes when the SS Activity Tested Eligible Job Seeker is Exited in accordance with clause 32 [Exits] of RAC1.

**'Personal Information'** has the same meaning as it has in section 6 of the Privacy Act.

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**'Police Check'** means a formal inquiry by an Australian police authority or CrimTrac accredited agency to establish whether a person has any disclosable Other Offence Record or Serious Offence Record or pending charges for one or more Other Offences or Serious Offences.

**'Post-placement Support'** means the support and assistance You must provide to Eligible Job Seekers in accordance with clause 17 [Post-placement Support] of RAC1.

**'Pre-Existing'** means having started before the Commencement of the relevant Eligible Job Seeker.

**'Principal Carer'** has the meaning given to the term 'principal carer' in the *Social Security Act 1991* (Cth).

**'Privacy Act'** means the *Privacy Act 1988* (Cth).

**'Protected Information'** has the same meaning as under section 23 of the *Social Security Act 1991* (Cth).

**'Provider Appointment Report'** or **'PAR'** means an electronic report sent by You, through Our IT Systems, recommending that a financial penalty be investigated and applied to a SS Activity Tested Eligible Job Seeker for non-attendance at an Appointment, where You have assessed the SS Activity Tested Eligible Job Seeker has failed to attend without a Valid Reason or a Reasonable Excuse.

**'Provider Exit'** means the manual exiting of an Eligible Job Seeker from Remote Services by You, through the recording of the exit and relevant reasons on Our IT Systems, in accordance with this Agreement including any Guidelines.

**'RAC1'** or **'Remote Conditions 1 – Remote Services'** or **'Remote Activity Conditions 1 – Remote Employment and Participation Activities'** means the Remote Conditions which set out Your specific obligations in relation to Remote Services and includes any Annexures to those Remote Conditions.

**'RAC2'** or **'Remote Conditions 2 - Remote Youth Leadership and Development Corps'** or **'Remote Activity Conditions 2 – Remote Youth Leadership and Development Corps'** means the Remote Conditions which set out Your specific obligations in relation to Remote Youth Leadership and Development Corps and includes any Annexures to those Remote Conditions.

**'Reasonable Excuse'** has the same meaning as 'reasonable excuse' in the Social Security Law.

*Note: The Guidelines will provide further guidance in relation to 'Reasonable Excuse' for the purposes of this Agreement.*

**'Recipient Created Tax Invoice'** or **'RCTI'** means a recipient created tax invoice as defined in section 195-1 of the GST Act.

**'Reconnection'** means a form of Re-engagement, that follows a DHS decision to apply a connection failure to an SS Activity Tested Eligible Job Seeker record, whereby the SS Activity Tested Eligible Job Seeker is given a requirement to reconnect with You and, if he or she fails to attend the relevant Appointment without a Reasonable Excuse, he or she will lose Income Support Payments from the date of the Appointment until the date he or she reconnects with You.

**'Records'** includes documents, information and data stored by any means and all copies and extracts of the same.

**'Records Management Instructions'** means any Guidelines in relation to the management, retention and disposal of Records.

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**'Recurring Employment'** means Employment in relation to which You have already claimed:

- (a) a related 13 Week Outcome Payment; or
- (b) a related 26 Week Outcome Payment,

for the same Eligible Job Seeker, during the same Period of Activities, in the same Employment position, and with the same Employer or Labour Hire Employer.

**'Re-engagement'** means the process by which DHS re-engages an SS Activity Tested Eligible Job Seeker with employment services or refers the SS Activity Tested Eligible Job Seeker to a more appropriate programme for assessment following an incident (or incidents) of non-compliance with his or her Social Security Activity Test Requirements, a period of Exemption or the completion of an approved activity.

**'Re-engagement Appointment'** means an Appointment for the purposes of Re-engagement that You book when contact is made with a SS Activity Tested Eligible Job Seeker following non-attendance at an Appointment, where You have made an assessment that the SS Activity Tested Eligible Job Seeker did not have a Valid Reason or Reasonable Excuse and a determination to report the non-attendance to DHS through a Non-Attendance Report or Provider Appointment Report.

**'Referral'** or **'Referred'** means a referral of a person to You by DHS, the Department of Employment or DHS Assessment Services.

**'Region'** means one of the RJCP geographical areas identified and displayed at: <http://lmip.gov.au/> from time to time, or on such other website as advised by Us from time to time at Our absolute discretion.

**'Regional Employment Target'** means a Performance Target which is a target number of Eligible Job Seekers in a Region who achieve a 26 Week Employment Outcome during a six month period, as determined by Us in accordance with the Guidelines, and Notified to You before the start of the six month period.

**'Register', 'Registration' or 'Registered'** means the act of registering the creation or activation of an Eligible Job Seeker's record on Our IT Systems.

**'Registered Training Organisation' or 'RTO'** means a training organisation which meets the Australian Qualifications Framework *Essential Standards for Registrations* and is registered through the Australian Skills Quality Authority.

**'Regulator'** means the person who is the regulator within the meaning of the WHS Act.

**'Reimbursement'** means any amount paid by You to a third party, for which We have agreed to pay You an equivalent amount under this Agreement, and **'Reimbursed'** has an equivalent meaning where the context admits.

**'Related Entity'** means:

- (a) 'entities connected with a corporation' as defined in section 64B of the *Corporations Act 2001* (Cth) with the word 'You' substituted for every occurrence of the word 'corporation' in that section;
- (b) if You are a company, an entity that:
  - (i) is a holding company of You;

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- (ii) is a subsidiary of You;
  - (iii) is a subsidiary of a holding company of You;
  - (iv) has one or more directors who are also directors of You; or
  - (v) without limiting paragraphs (b)(i) to (b)(iv) of this definition, controls You; or
- (c) or any other type of entity defined in any Guidelines or Notified by Us.

**'Relocation Assistance'** means the assistance provided in accordance with clause 18 [Relocation Assistance] of RAC1, which is only required to be provided to the level described in the Guidelines.

**'Remote Employment Services'** means the Services to be undertaken by You which are described in Part C of RAC1, including the conducting and/or arranging of Activities and the placement and monitoring and support of WfD Participants in those Activities.

**'Remote Conditions'** or **'Remote Activity Conditions'** means those parts of this Agreement that are so named and that contain the specific terms and conditions relating to Remote Services, and Remote Youth Leadership and Development Corps, respectively, and includes any Annexures to those documents.

**'Remote Jobs and Communities Programme'** or **'RJCP'** means the Commonwealth programme of this name (or such other name as advised by Us from time to time).

**'Remote Services'** means the Services You must provide under RAC1, including Basic Services and Remote Employment Services.

**'Remote Youth Leadership and Development Corps'** or **'RYLDC'** means the Services and Activities of that name set out in RAC2.

**'Report'** means Services Material that is provided by You to Us for the purposes of reporting on the Services in accordance with clause 26 of the General Terms and Conditions.

**'RJCP-Ineligible Participant'** means any person who:

- (a) resides in Your Region(s);
- (b) is not an Eligible Job Seeker; and
- (c) wishes to receive Basic Services, and/or participate in Activities as if they were an Eligible Job Seeker,

but excludes overseas visitors on working holiday visas and persons who are prohibited by law from working in Australia.

**'RJCP Provider'** means a provider of RJCP other than You.

**'RYLDC 20 Week Payment'** means the payment of Funding of that name paid in relation to RYLDC under clause 22 of RAC2.

**'RYLDC Activities'** means the Services and Activities You must provide in accordance with Part G of RAC2.

**'RYLDC Eligible'** means eligible to participate in RYLDC in accordance with any Guidelines or as otherwise advised by Us.

**'RYLDC Exit Survey'** means, for RAC2, a form as advised by Us, which must be completed by You when an RYLDC Participant exits RYLDC.



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**'RYLDC Funds'** means Funding of that name as set out in Part L of RAC2.

**'RYLDC Initial Payment'** means the payment of Funding of that name paid in relation to RYLDC under clause 21 of RAC2.

**'RYLDC Participant'** means an Eligible Job Seeker who is RYLDC Eligible and who is participating in RYLDC in accordance with RAC2.

**'RYLDC Place'** means a place, allocated by Us to You in accordance with RAC2, in which one or more RYLDC Participants can complete an RYLDC Placement.

**'RYLDC Placement'** means a placement, as specified under clause 6 of RAC2, of an RYLDC Participant:

- (a) in one or more RYLDC Places; and
- (b) for a maximum of 52 weeks.

**'RYLDC Post-placement Support'** means the support and assistance You must provide to RYLDC Participants in accordance with clause 16 of RAC2.

**'Security Contact'** means one or more of Your personnel with responsibility:

- (a) for ensuring Your compliance with Our Security Policies;
- (b) to use the online identity and access management tool to manage system access; and
- (c) to communicate with Us in relation to IT security related matters.

**'Semester'** means a semester (or equivalent) as defined by an education or training institution, where the semester (or equivalent) is 26 weeks in duration but not shorter than 13 weeks and is within at least one half of a 12 month period of Full-Time Study.

**'Serious Incident'** means any circumstance or incident that occurs during, or as a result of, the Services:

- (a) in which a person suffers an injury for which treatment from a doctor or other health practitioner was sought or ought reasonably to have been sought;
- (b) that draws the attention of the police; or
- (c) where a person dies.

**'Serious Offence'** means:

- (a) an offence involving the death of, or serious injury to, a person;
- (b) a sex-related offence, including an offence relating to child pornography;
- (c) an offence against a Minor; or
- (d) any other offence Notified by Us.

**'Serious Offence Record'** means a record of conviction, finding of guilt or court order for a Serious Offence.

**'Service Guarantee'** means the document of that name that will be advised by Us to You.

**'Services'** means all of the services to be provided by You under this Agreement.

**'Services End Date'** means the later of:

- (a) the end date of this Agreement specified at item 4 of the Activity Schedule; or

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- (b) if the Agreement is extended in accordance with the General Terms and Conditions, the day on which the last extension ends,

unless this Agreement is terminated earlier, in which case the Services End Date is the day on which this Agreement is terminated.

**'Services Material'** means:

- (a) any Material specified to be 'Services Material' or 'Activity Material' in any Guidelines;
- (b) any other Material (including Reports) produced by, or for, You in carrying out Your obligations under this Agreement; and
- (c) any other Material incorporated in, or supplied with, or as part of the Material referred to in paragraphs (a) and (b),

but does not include Existing Material. 'Services Material' may also be called or otherwise known as **'Activity Material'**.

**'Services Start Date'** means the day on which We sign a copy of this Agreement signed by You or the date specified at item 3 of the Activity Schedule, whichever is the later.

**'Simulated Workplace Experience'** means Activities under RAC2 where You simulate work experience by acting in the role of an employer and providing tasks similar to what would be undertaken in an Employment opportunity.

**'Site'** means the one or more physical locations in Your Region(s) from which You provide Services as specified in item 6.2 of the Activity Schedule.

**'Social Security Activity Test Requirements'** or **'SS Activity Test Requirements'** means the activity test or participation requirements that an Eligible Job Seeker must meet in order to receive an Income Support Payment.

**'Social Security Activity Tested Eligible Job Seeker'** or **'SS Activity Tested Eligible Job Seeker'** means an Eligible Job Seeker with Social Security Activity Test Requirements.

**'Social Security Appeals Process'** means reviews and appeals of decisions made under the Social Security Law.

**'Social Security Law'** means the *Social Security Act 1991 (Cth)*, the *Social Security (Administration) Act 1999 (Cth)*, and includes all relevant subordinate legislation, as amended from time to time.

**'Special Benefit'** has the meaning given to the term 'special benefit' in the Social Security Law.

**'Specified Acts'** means any of the following acts or omissions by or on behalf of Us:

- (a) using, reproducing, adapting or exploiting all or any part of the Services Material, with or without attribution of authorship;
- (b) supplementing the Services Material with any other Material; or
- (c) using the Services Material in a different context to that originally envisaged,

but does not include false attribution of authorship.

**'Supervisor'** means a person who has the responsibility for supervising Eligible Job Seekers who are participating in an Activity.

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**‘Supported Wage System’ or ‘SWS’** means the Australian Government programme that makes provision for eligible people with disability to access a productivity based wage assessment.

**‘Suspension’** means a period of time of that name, as recorded by either You (in accordance with this Agreement) or DHS on Our IT System, during which the requirement to provide Remote Services to an Eligible Job Seeker is suspended. **‘Suspend’ or ‘Suspended’** means the act of imposing a Suspension.

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

**‘Taxable Supply’** has the same meaning a ‘taxable supply’ in section 195-1 of the GST Act.

**‘Term of this Agreement’** means the period of time specified in clause 5 of the General Terms and Conditions.

**‘Torres Strait Regional Authority’ or ‘TSRA’** means a body corporate of that name established under the *Aboriginal and Torres Strait Islander Act 2005*.

**‘Training’** means any training Activity unless otherwise advised by Us.

**‘Transition Period’** means the period or periods, if any, which is:

- (a) Notified by Us to You in accordance with clause 50 [Transition out and cooperation to enable continuation of Services] of the General Terms and Conditions; or
- (b) otherwise specified in clause 50) of the General Terms and Conditions.

**‘Unpaid Work Experience Placement Activities’** means a short-term unpaid work experience placement under RAC2 that allows an Eligible Job Seeker to gain vocational skills.

**‘Unsubsidised Self-Employment’** means self-employment where an Eligible Job Seeker does not receive a personal income subsidy of any kind.

**‘Upgrade’** means a change, as specified in any Guidelines, in an Eligible Job Seeker’s Employment, where the change:

- (a) occurs after You have recorded, on Our IT System, the completion of the Initial Interview with that Eligible Job Seeker;
- (b) occurs as a result of additional Remote Services provided by You, as specified in any Guidelines, in relation to an Employer and/or Eligible Job Seeker which are directly responsible for an increase in the Eligible Job Seeker’s earnings, or number of hours worked in the relevant Employment;
- (c) is permanent and results in:
  - (i) the Employment satisfying the requirements for a Full Employment Outcome; and
  - (ii) an Effective Exit, and
- (d) is recorded on Our IT System within 28 days of the day on which the change occurred in accordance with any Guidelines.

**‘Vacancy’** means any one or more vacant positions for paid Employment with an Employer, that are obtained and recorded on Our IT Systems by You in accordance with clause 16 [Job Matching, Referral and Placement] of RAC1, and that are not:

## General Terms and Conditions

- (a) positions involving nudity or in the sex industry, including retail positions;
- (b) an Activity or any other unpaid work, including a placement in Unpaid Work Experience Placement Activities;
- (c) positions in contravention of Commonwealth, State or Territory legislation or which involve terms and conditions of employment which are inconsistent with the relevant workplace relations laws, or any instrument made under such laws;
- (d) positions in a training course;
- (e) positions in a programme funded by the Commonwealth or by a State or Territory government;
- (f) in another country, regardless of whether the salary is paid in Australian dollars or by an Australian company; or
- (g) positions that We have advised, from time to time, are not acceptable.

**‘Valid Reason’** means a valid and acceptable reason as specified in any Guidelines.

**‘Vocational Barriers’** means a lack of appropriate training, skills or qualifications for employment.

**‘Voluntary Work Activities’** means the Activities as specified in any Guidelines.

**‘Volunteer Eligible Job Seeker (Activity Tested)’** means an Eligible Job Seeker who is subject to an Exemption from an SS Activity Test Requirement or who otherwise satisfies their SS Activity Test Requirement and who volunteers to participate in Remote Services.

**‘Volunteer Eligible Job Seeker (Non-activity Tested)’** means an Eligible Job Seeker who does not have SS Activity Test Requirements.

**‘Vulnerable Person’** means an individual who is, or may be, unable to fully take care of themselves, or is unable to protect themselves against harm or exploitation by reason of age, illness, trauma, disability or any other reason, or are otherwise in a position of vulnerability due to the nature of a particular set of circumstances or relationship, and includes a Minor.

**‘We’, ‘Us’, ‘Our’** means the Commonwealth as represented by the Department of the Prime Minister and Cabinet, or any other government agency or department as may administer or perform the functions of that department from time to time.

**‘WfD Participant’** means an Eligible Job Seeker who:

- (a) is required to participate in Work for the Dole because they meet the participation criteria for WfD Participants as set out in the Guidelines; or
- (b) does not satisfy paragraph (a), but has otherwise voluntarily elected to participate in Work for the Dole.

**‘WHS Act’** means the *Work Health and Safety Act 2011* (Cth) and any corresponding WHS law within the meaning of section 4 of the WHS Act.

**‘WHS Code of Practice’** means any code of practice approved for the purposes of the WHS Act.

**‘WHS Entry Permit Holder’** has the same meaning as that given in the WHS Act.

## General Terms and Conditions

**'WHS Laws'** means the WHS Act and WHS Regulations.

**'WHS Regulations'** means the regulations made under the WHS Act.

**'Work Assignment'** means one or more work opportunities, where an Eligible Job Seeker's or Eligible Job Seekers' services are provided to a Labour Hire Employer following the placement of that Eligible Job Seeker or Eligible Job Seekers into a Paid Work Arrangement with a labour hire organisation or a group training organisation, that are obtained and recorded on Our IT Systems by You in accordance with clause 16 [Job Matching, Referral and Placement] of RAC1, and that are not:

- (a) positions involving nudity or in the sex industry, including retail positions;
- (b) an Activity or any other unpaid work, including as described in the Guidelines;
- (c) positions in contravention of Commonwealth, State or Territory legislation or which involve terms and conditions of employment which are inconsistent with the relevant workplace relations laws, or any instrument made under such laws;
- (d) positions in a training course;
- (e) positions in a programme funded by the Commonwealth or by a State or Territory government, such as the Community Jobs Programme, and as advised by Us from time to time;
- (f) in another country, regardless of whether the salary is paid in Australian Dollars or by an Australian company; or
- (g) positions that We have advised, from time to time, are not acceptable.

**'Workplace Activities'** means activities in accordance with clause 13 of RAC2 and which include Work Trials, Unpaid Work Experience Placement Activities, voluntary activities and Simulated Workplace Experience.

**'Workplace Buddy'** means an employee of the workplace in which an RYLDC Participant has been placed into Employment who is tasked by the relevant Employer with providing workplace support to the RYLDC Participant.

**'Work for the Dole'** means the program of work of that name which is an 'approved program of work for income support payment' (as that term is defined in the *Social Security Act 1991* (Cth)) as it applies to RJCP, or any other approved program of work for income support payment which We Notify to You.

**'Work for the Dole Payment'** means a Payment of that name described in clause 44 [Work for the Dole Payments] of RAC1.

**'Work Trial'** means a short period of paid employment on a trial or probation basis.

**'Work with a Vulnerable Person'** means the performance by You, or on Your behalf, of any of Your obligations under this Agreement which involves Contact with a Vulnerable Person.

**'Year 12'** means, depending on the State or Territory, the final year of compulsory education, or the first or second year of post-compulsory education.

**'You'** means the funding recipient under this Agreement, and includes Your personnel, successors and assigns, and any constituent entities of Your organisation, and includes reference to an

## General Terms and Conditions

Application Group contracted under this Agreement, where applicable, and **'Your'** has an equivalent meaning.

**'Your Region Coverage'** means the portions of Your Region(s) in which You must provide the Services, as identified at item 7.2 of Your Activity Schedule.

**'Your Region(s)'** means the Regions identified at items 6.1 and 7.1 of Your Activity Schedule.

**'Youth Allowance'** has the meaning given to the term 'youth allowance' by the *Social Security Act 1991* (Cth).

## General Terms and Conditions

### ANNEXURE 2 to the Remote General Terms and Conditions NON-DISCLOSURE DEED (CLAUSE 17.11)

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#### DEED POLL as to CONFIDENTIALITY & PRIVACY

I,

Full name in block letters

of:

Full residential address

employed by:

Name of organisation/company/agency

being a person who is authorised to represent and bind the above named organisation/company/agency (**'the Recipient'**), agree on behalf of the Recipient for the benefit of the [insert the name of the Provider] (**'the Provider'**), in connection with any services performed by the Recipient for the Provider (**'the Works'**) as follows:

1. For the purpose of the Works, the Recipient will receive and have access to information which:
  - (a) is identified as confidential;
  - (b) the Recipient knows or ought to know is confidential;
  - (c) is by its nature confidential; or
  - (d) is Personal Information,

collectively, **'Confidential Information'**.

For the purpose of this clause, **'Personal Information'** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

## General Terms and Conditions

2. Subject to clause 3 of this deed, the Recipient must:
  - (a) at all times treat as confidential and must not disclose to any person any Confidential Information;
  - (b) at all times keep all Confidential Information securely stored in accordance with any directions by the Provider;
  - (c) deliver up to the Provider all Confidential Information in its possession or control, as directed by the Provider; and
  - (d) not:
    - (i) copy or duplicate or reproduce in any manner whatsoever, or evolve translations of or extractions from, any portion of the Confidential Information; or
    - (ii) modify, create or recreate by any means in whole or in part any aspect or version of the Confidential Information or cause or permit any other person to do any of the foregoing.
3. The restrictions under clause 2 of this deed do not apply to disclosure of any information:
  - (a) to the extent to which it is required or authorised by law;
  - (b) to the extent to which it is absolutely necessary to enable the Recipient to lawfully complete the Works; or
  - (c) which is in, or comes into, the public domain otherwise than by disclosure in breach of this deed.
4. The Recipient must:
  - (a) take all action as may be necessary to satisfy its obligations under this deed;
  - (b) promptly notify the Provider of any unauthorised possession, disclosure, use or knowledge of the Confidential Information and take all steps necessary to prevent the recurrence of such possession, disclosure, use or knowledge;
  - (c) co-operate with the Provider in any litigation against third parties which might be considered necessary or appropriate by the Provider to protect the Confidential Information; and
  - (d) do, or cause to be done, all acts, matters and things, and execute or cause to be executed all agreements, deeds and other documents as may be necessary to give effect to this deed.



# General Terms and Conditions

**EXECUTED** as a deed poll

DATED: \_\_\_\_\_ day of \_\_\_\_\_, 20 .

**SIGNED SEALED AND DELIVERED** by

.....

(Signature)

in the presence of:

.....

(Signature of witness)

.....

(Name of witness in full)

**ATTACHMENT 2: NEW RAC 1**

**FUNDING AGREEMENT 2013 – 2018**  
**Remote Jobs and Communities Programme**

**RAC 1**

**Reader's Guide: Information about Remote Services**

This RAC1 sets out what You must do as Remote Services from 1 July 2015.

There are 2 categories of Remote Services that You must provide:

- (a) **'Basic Services'**: These are Remote Services You must provide in respect of all Eligible Job Seekers, to provide them with the integrated case management and support they need in order to find and keep a job. It includes:
- i. Making regular contact with Eligible Job Seekers, including referral and registration services, undertaking Initial Interviews, Assessments and ongoing Contacts;
  - ii. Providing services designed to help Eligible Job Seekers find and keep a job, including preparation and maintenance of Job Plans, undertaking general employer and community engagement activities, maintaining Jobsearch Facilities and providing employment assistance (including Mentoring) to Eligible Job Seekers;
  - iii. Supporting Eligible Job Seekers to meet the requirements in their Job Plan;
  - iv. Providing additional support for Eligible Job Seekers with a disability;
  - v. Undertaking compliance monitoring and reporting in respect of Eligible Job Seekers;
  - vi. Managing the Exit of Eligible Job Seekers from the RJCP;
  - vii. activities and assistance under RAC2, where You are satisfied that such activities and assistance are suitable for the Eligible Job Seeker and that Eligible Job Seeker is RYLDC Eligible; and
  - viii. undertaking general activities that support economic development of the communities in Your Region(s).

These Basic Services are described in **Part B** of this RAC 1.

- (b) **'Remote Employment Services'**: You must provide Remote Employment Services in respect of all **'WfD Participants'**. These are Eligible Job Seekers who:
- i. are aged 18-49 years and meet the other criteria for participation in Work for the Dole which are specified in the Guidelines; and
  - ii. do not meet those criteria for participation, but choose to participate in Work for the Dole.

For all other Eligible Job Seekers (these are called **'Basic Participants'**), You are only required to provide Basic Services.

As part of Remote Employment Services:

- i. You must establish and conduct Activities which allow WfD Participants to meet their requirement to participate in Work for the Dole.

Some Activities can be provided through You arranging a Host to undertake them (a placement in an Activity that is Hosted is known as a '**Hosted Placement**'). Irrespective of whether placements are Hosted or not, You will remain responsible for ensuring they are properly supervised, safe and otherwise comply with the Guidelines for Activities.

- ii. You must place each WfD Participant in Activities that allow them to meet the requirements in their Job Plan to participate in Work for the Dole, up to their Assessed capacity to work.
- iii. You must monitor and support WfD Participants' attendance in their Activities in accordance with this Agreement.

Further information about the Remote Employment Services and Activities is in **Part C** of this RAC1.

**Part D** of this RAC 1 sets out:

- (a) the Payments that will be made to You as a result of undertaking the Remote Services:
  - i. there are two types of monthly payments associated with the provision of Basic Services and Remote Employment Services to Eligible Job Seekers:
    - A. Work for the Dole Payments – payable where You provide both Basic Services and Remote Employment Services to Eligible Job Seekers; and
    - B. Basic Payments – payable where You only provide Basic Services to Eligible Job Seekers; and
  - ii. Employment Outcomes Payments are payable on achievement of Employment Outcomes for all Eligible Job Seekers (ie, both Basic Participants and WfD Participants); and
- (b) how You must use any Employer Incentive Funding that is provided to You.

In some circumstances, We may also pay You a one-off amount of Funding in relation to Your strengthening organisation governance obligations, or make Ancillary Payments.

# REMOTE CONDITIONS 1 - Remote Services

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# Remote Conditions 1 (RAC 1)

## OPERATIVE PROVISIONS

### PART A INTRODUCTION

#### 1. Application

- 1.1 The Remote Services include Basic Services and Remote Employment Services. The Remote Services also include receiving and using Employer Incentive Funding in accordance with this RAC1 and the Agreement.
- 1.2 You must provide Basic Services to, or in respect of, all Eligible Job Seekers, who are Referred to, or who Directly Register with, You. The Basic Services are further described in in **Part B** of this RAC1, but include the following:
- (a) providing individual integrated case management and support to each Eligible Job Seeker:
    - (i) to build their 'job readiness' and make them more employable over the longer term so as to lead them into sustainable employment;
    - (i) that is tailored to their needs, and the needs of the communities in Your Region(s) and the local labour market;
    - (ii) within a framework that recognises and is sensitive to all factors relevant to the Eligible Job Seeker, including their cultural and community context, parental and caring responsibilities, age, language, skills and experience; and
    - (iii) if they are with disability, that takes into account their disability, its effect on their capacity to work and any relevant barriers;
  - (b) engaging with:
    - (i) Employers;
    - (ii) other programmes, services and organisations in Your Region(s); and
    - (iii) Eligible Job Seekers;
  - (c) actively assisting each Eligible Job Seeker to obtain employment in the communities in Your Region(s), elsewhere in Your Region(s) or in other locations (should they wish to move to take up opportunities in other locations);
  - (d) providing additional and tailored assistance for Eligible Job Seekers with disability, including seeking assistance for relevant Eligible Job Seekers and Employers to apply for assistance from the Employment Assistance Fund and the Supported Wage System;



## Remote Conditions 1 (RAC 1)

- (e) undertaking compliance and reporting activities in relation to Eligible Job Seekers;
- (f) managing the Exit of Eligible Job Seekers from the RJCP;
- (g) until all RYLDC Participants have exited their RYLDC Placement, undertaking RYLDC Activities in accordance with RAC2; and
- (h) undertaking general activities that support economic development of the communities in Your Region(s).

1.3 You must provide Remote Employment Services to, or in respect of, all of Your Eligible Job Seekers who are WfD Participants (You must provide Remote Employment Services in addition to providing Basic Services to, or in respect of, those persons). The Remote Employment Services are further described in in **Part C** of this RAC1, but include following:

- (a) establishing and conducting (or arranging for a Host to establish and conduct) Activities which allow WfD Participants to meet their requirement to participate in Work for the Dole;
- (b) placing each WfD Participant in Activities that allow them to meet the requirements in their Job Plan; and
- (c) monitoring and supporting WfD Participants' attendance in their Activities in accordance with this Agreement.

1.4 You must undertake all Remote Services in accordance with:

- (a) this Agreement;
- (b) for each Eligible Job Seeker:
  - (i) their Job Plan;
  - (ii) their most recent Assessment of work capacity by DHS Assessment Services, if relevant;
  - (iii) their SS Activity Test Requirements, if they are a SS Activity Tested Eligible Job Seeker; and
- (c) any other requirements Notified to You by Us,  
from the Eligible Job Seeker's Commencement until:
- (d) they Exit (subject to any Suspension); or
- (e) they otherwise cease to be an Eligible Job Seeker.

## Remote Conditions 1 (RAC 1)

### 2. RJCP Ineligible Participants

- 2.1 An RJCP Ineligible Participant is a person who resides in Your Region(s) and is not an Eligible Job Seeker but who wishes to receive Basic Services and/or participate in Activities as if they were an Eligible Job Seeker. A person who is an overseas visitor or on a working holiday visa or is prohibited by law from working in Australia is not an RJCP Ineligible Participant and You must not provide any Remote Services to, or in respect of, that person.
- 2.2 Unless the Guidelines provide to the contrary:
- (a) if a person presents to You without a Referral and is not an Eligible Job Seeker, but is an RJCP Ineligible Participant, You must Directly Register the person in accordance with the Guidelines, and begin providing Services to them as set out in this clause and the Guidelines;
  - (b) You must make Your JobSearch Facilities available to RJCP Ineligible Participants, as if they were an Eligible Job Seekers;
  - (c) You may provide Remote Services to or in respect of RJCP Ineligible Participants as if they were Eligible Job Seekers, but only in accordance with the Guidelines;
  - (d) if the Guidelines specify that You must provide particular Remote Services to RJCP Ineligible Participants as if they were Eligible Job Seekers, You must provide those Remote Services in accordance with the Guidelines;
  - (e) You must ensure that:
    - (i) any RJCP Ineligible Participants who participate in RJCP do so of their own free will; and
    - (ii) any opportunities that You provide for RJCP Ineligible Participants do not have the effect of displacing or replacing paid workers, Eligible Job Seekers or reducing the amount of paid work available to workers;
  - (f) You must comply with the Guidelines which specify how or when an RJCP Ineligible Participant is or must be Exited; and
  - (g) No Monies are payable for Remote Services provided to, or in respect of, RJCP Ineligible Participants under paragraphs (a), (b), (e) or (f) of this clause (and You are not entitled to receive, and must not claim, any such Monies);
  - (h) You may be paid Monies for Remote Services provided to, or in respect of, RJCP Ineligible Participants under paragraphs (c) or (d) of this clause if:
    - (i) the Guidelines specify that Monies are payable for those Remote Services; and
    - (ii) You comply with any processes or conditions associated with that payment which are set out in those Guidelines.

## Remote Conditions 1 (RAC 1)

### PART B BASIC SERVICES

#### Contact with Eligible Job Seekers

### 3. Referral and Registration of Eligible Job Seekers

#### *Referrals*

3.1 You must only accept Referrals of Eligible Job Seekers made:

- (a) through Our IT Systems; or
- (b) directly by DHS Assessment Services.

*Note: Our IT Systems will alert You to Referrals by recording an Appointment for Eligible Job Seekers in Your Electronic Diary.*

3.2 Where an Eligible Job Seeker is Referred to You, You must:

- (a) conduct an Initial Interview with them at the relevant Appointment made by DHS in Your Electronic Diary; and
- (b) begin servicing them thereafter in accordance with this Agreement.

#### *Direct Registration of Eligible Job Seekers without a Referral*

3.3 Where a person presents to You without a Referral, You must:

- (a) determine if the person is an Eligible Job Seeker in accordance with the Guidelines;
- (b) if the person is an Eligible Job Seeker, immediately:
  - (i) Directly Register the person in accordance with the Guidelines;
  - (ii) conduct an Initial Interview with them; and
  - (iii) begin servicing them in accordance with this Agreement; and
- (c) within four weeks of the Direct Registration, and if appropriate, refer each Eligible Job Seeker to DHS to determine the Eligible Job Seeker's eligibility for Income Support Payment.

#### *Relocation of Eligible Job Seekers and transfer from You*

3.4 If an Eligible Job Seeker changes residential address and:

- (a) at the time of the change, is Registered with You; and
- (b) their new residential address is outside Your Region(s),

We or DHS may transfer the Eligible Job Seeker to an RJCP Provider or to a Non-remote Provider, if relevant, and You must facilitate the transfer and provide sufficient assistance and cooperation to enable this to occur.

## Remote Conditions 1 (RAC 1)

### *Transfer of Eligible Job Seekers to You*

- 3.5 If an Eligible Job Seeker is transferred to You from another Region, You must:
- (a) immediately arrange an initial Contact and start providing Remote Services to the Eligible Job Seeker in accordance with this Agreement;
  - (b) at the initial Contact with the Eligible Job Seeker:
    - (i) explain the Remote Services that You will provide; and
    - (ii) review and update his or her Job Plan, in accordance with this Agreement; and
    - (iii) record completion of the initial Contact in Our IT Systems in accordance with the Guidelines; and
  - (c) provide sufficient assistance and cooperation to any relevant person, including as nominated by Us, so as to enable Remote Services to be provided or continue to be provided to the Eligible Job Seeker.
- 3.6 The sufficient assistance and cooperation that You must provide under clauses 3.4 and 3.5(c) includes, as a minimum, complying with Our directions, if any, in relation to:
- (a) the transfer of Eligible Job Seeker Services Records and any relevant Commonwealth Material; and
  - (b) the redirection of Eligible Job Seekers,  
from or to You (as relevant).

## **4. Appointments with Eligible Job Seekers**

### *General*

- 4.1 Unless We have otherwise agreed, You must ensure that Your Electronic Diary has, at all times, capacity to receive an Appointment for an Eligible Job Seeker, at a location appropriate to that Eligible Job Seeker, within the next two business days, for the purposes of:
- (a) conducting an Initial Interview; or
  - (b) Re-engagement.
- 4.2 Where:
- (a) an Eligible Job Seeker Directly Registers with You; or
  - (b) an Eligible Job Seeker does not attend an Appointment; or

## Remote Conditions 1 (RAC 1)

(c) You or the Eligible Job Seeker needs to reschedule an Appointment,

You must make an Appointment with the Eligible Job Seeker at the next available opportunity, unless clause 24 of this RAC1 or the Guidelines specify otherwise.

### *Conducting Appointments*

4.3 Where an Eligible Job Seeker has an Appointment with You, You must, in accordance with this Agreement including the Guidelines, meet with the Eligible Job Seeker on the date of the Appointment as recorded in Your Electronic Diary.

## 5. Initial Interviews

5.1 During an Initial Interview with an Eligible Job Seeker, You must, in accordance with the Guidelines:

- (a) confirm the Eligible Job Seeker's identity;
- (b) explain the Remote Services that You will provide, including, where applicable, which Activities will make the Eligible Job Seeker eligible to receive an Approved Program of Work Supplement;
- (c) for SS Activity Tested Eligible Job Seekers and DSP Recipients (Compulsory), explain their rights and obligations under the Social Security Law and the consequences of not meeting their obligations;
- (d) use the JSCI to assist with identifying the Eligible Job Seekers' individual circumstances;
- (e) conduct an Assessment of the Eligible Job Seeker and record their work history, qualifications and identified skills;
- (f) provide a copy of the Code of Practice to the Eligible Job Seeker and explain its use;
- (g) explain the use of Jobsearch Facilities and where those facilities are available;
- (h) provide advice about the best ways to look for and find work and discuss local Employment opportunities;
- (i) provide information about skill shortage areas and jobs available within and outside Your Region(s);
- (j) discuss the Eligible Job Seeker's potential participation in Work for the Dole, including whether the Eligible Job Seeker meets the participation criteria specified in the Guidelines; and
- (k) prepare, or where one already exists, update a Job Plan with each Eligible Job Seeker, which meets the requirements of clause 10 of this RAC1.

## Remote Conditions 1 (RAC 1)

- 5.2 You must record completion of the Initial Interview in Our IT Systems in accordance with the Guidelines.

### 6. Ongoing Contacts

- 6.1 Subject to clauses 6.2 and 6.3, You must provide each Eligible Job Seeker with monthly Contacts during their Period of Activities to discuss their progress and review the Activities they are engaged in.

*Note: The timing and duration of a Contact within a particular month is not specified and will depend on the individual circumstances of each Eligible Job Seeker, as determined by You.*

- 6.2 In addition to the requirements in clause 6.1, You must provide each Eligible Job Seeker with the number of Contacts required to ensure successful completion of any Activity being undertaken by the Eligible Job Seeker pursuant to his or her Job Plan, including any required attendance in Activities.

*Note: See Part C below and the Guidelines for further information about Activities.*

- 6.3 We may require You, by Notice, to increase the frequency of Contacts beyond that specified in clause 6.1 for any reason.

### 7. Content of ongoing Contacts

- 7.1 You must tailor the timing, location and duration of Contacts to meet the circumstances of each Eligible Job Seeker.

- 7.2 Issues covered during Contacts must be appropriate to the circumstances of each Eligible Job Seeker and may include:

- (a) identification and recording of any relevant changes in Our IT Systems;
- (b) identification of, and referral to, any relevant Activities;
- (c) a discussion regarding an Eligible Job Seeker's progress in relation to his or her Job Plan since his or her last Contact;
- (d) assistance in identifying appropriate job vacancies and opportunities;
- (e) a review of an Eligible Job Seeker's progress towards overcoming identified Vocational Barriers and Non-vocational Barriers to Employment;
- (f) a review and update of an Eligible Job Seeker's Job Plan, if relevant; and
- (g) any other matters specified in relation to Contacts in the Guidelines.

### 8. Mode of Contacts

- 8.1 Where You are required to provide a Contact, the Contact must be physically face to face, except:

- (a) where the Eligible Job Seeker resides in an area which is affected by extreme weather conditions or a natural disaster; or

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- (b) when the Eligible Job Seeker is participating in:
  - (i) full-time Training, education or Employment; or
  - (ii) another activity outside of their community in accordance with his or her Job Plan,

and their participation in those activities restricts their availability to physically participate in the Contact; or

*Note: The mere fact that an Eligible Job Seeker is participating in Activities to meet a requirement to participate in Work for the Dole is not automatically a reason why a Contact should not be physically face-to-face.*

- (c) where the Eligible Job Seeker requires a Re-engagement appointment to be booked by DHS within 48 hours and You are not going to be in the relevant location/ community; or
- (d) in any other circumstance described in the Guidelines or as advised by Us from time to time.

### 9. Assessments

9.1 An Assessment should consider and address the Eligible Job Seeker's:

- (a) Non-vocational Barriers which might affect their chance to gain Employment and which require assistance to address;
- (b) current literacy and numeracy needs, qualifications and educational achievements;
- (c) job readiness and previous participation history, including any unpaid work experience;
- (d) participation in voluntary activities and programme participation skills and experience in direct relation with the labour market, including future skill requirements; and
- (e) job search experience, resume and any previous written applications.

9.2 In addition to the Assessment referred to at clause 5.1(e), You must conduct an Assessment if at any time an Eligible Job Seeker:

- (a) completes an activity under their Job Plan;
- (b) experiences a significant change in circumstances; or
- (c) discloses information that relates to that Eligible Job Seeker's skills or barriers to Employment,

such that their most recent Assessment is no longer accurate, and You must conduct a new Assessment in accordance with the Guidelines.

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9.3 You must:

- (a) record the new Assessment referred to in clause 9.2 in Our IT Systems, including updating the JSCI, if required; and
- (b) review and update the Eligible Job Seeker's Job Plan, as appropriate.

9.4 In addition to Your obligations under clauses 9.1 to 9.3, if an Eligible Job Seeker:

- (a) experiences a significant change in circumstances; or
- (b) discloses information,

that indicates that an ESAt might be required, You may, if appropriate, refer them to DHS Assessment Services for further assessment in accordance with the Guidelines.

### **Helping Eligible Job Seekers to find and retain a job**

## 10. Job Plans

### **Reader's Guide: Information about Job Plans**

The Job Plan underpins the provision of Remote Services to an Eligible Job Seeker. The Job Plan, which will be recorded on Our IT Systems, is the key record which will set out an individualised pathway to Employment for each Eligible Job Seeker.

You are responsible for tailoring each Job Plan to the needs and participation requirements of individual Eligible Job Seekers. Each Job Plan must outline the agreed activities to be undertaken to gain sustainable Employment or, for Early School Leavers, a Year 12 or equivalent qualification.

You must comply with all requirements in the Guidelines about Job Plans. Each Job Plans will include elements such as:

- (a) a requirement for Contact between You and the Eligible Job Seeker; and
- (b) details of the Eligible Job Seeker's mutual obligations.

The Job Plan for all WfD Participants must include a requirement in their Job Plan to participate in Work for the Dole, up to a maximum of 25 hours per week or their Assessed capacity to work. You must use the method specified in the Guidelines (eg the Activity Diary) for all WfD Participants to record the specific details (including timing) of the Activities that will be used to meet the requirement in their Job Plan to participate in Work for the Dole, and to record their attendance in those Activities.

You will need to update the Job Plan regularly throughout the Eligible Job Seeker's Period of Activities. You are required to retain a copy of the signed Job Plan.

For SS Activity Tested Eligible Job Seekers, a Job Plan is an 'employment pathway plan' for the purposes of the Social Security Law, and is the principal tool used in setting the participation requirements for SS Activity Tested Eligible Job Seekers to meet their SS Activity Test Requirements. For DSP Recipients (Compulsory), the Job Plan is a 'participation plan' under the Social Security Law.



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- 10.1 You must ensure that, at all times, each Eligible Job Seeker has a current Job Plan.
- 10.2 You must take reasonable steps to ensure that each Eligible Job Seeker has an Appointment with You as soon as possible after 1 July 2015, and enters into a Job Plan at that Appointment. Until this first Appointment:
- (a) You will be deemed to have complied with clause 10.1 if the Eligible Job Seeker has an “Individual Pathway Plan”, which complied with this RAC 1 as it applied on 30 June 2015; and
  - (b) clause 10.7 will not apply to a plan described in paragraph (a) above; and
  - (c) references in this Agreement to a “Job Plan” will include a reference to a plan described in paragraph (a) above.

*Note: You will not be able to create a new Individual Pathway Plan, or update an existing Individual Pathway Plan, after 30 June 2015 (You will need to create a new Job Plan using Our IT Systems).*

- 10.3 You must ensure that a Delegate reviews, and, if appropriate, updates the terms of any existing Job Plan:
- (a) when the SS Activity Test Requirements in an SS Activity Tested Eligible Job Seeker’s Job Plan are completed or expire;
  - (b) if an Eligible Job Seeker’s circumstances change such that the Job Plan is inaccurate or becomes out of date, including where the Eligible Job Seeker transfers from another Region or where the change in circumstances affects whether the Eligible Job Seeker is required to participate in Work for the Dole;
  - (c) when an Eligible Job Seeker leaves the Remote Youth Leadership and Development Corps;
  - (d) following a failure of an SS Activity Tested Eligible Job Seeker to fully comply with their SS Activity Test Requirements;
  - (e) in accordance with this Agreement; or
  - (f) as We otherwise require.

### *Contents of a Job Plan*

- 10.4 Subject to this clause 10, You must determine the most appropriate activities to include in the Job Plan of each Eligible Job Seeker.
- 10.5 Each Job Plan must:
- (a) comply with any requirements in the Guidelines about Job Plans;
  - (b) be in a form We have approved;

## Remote Conditions 1 (RAC 1)

- (c) contain terms that are specifically tailored to address the Eligible Job Seeker's level of disadvantage, individual needs, barriers to Employment and Partial Capacity to Work;
- (d) specify when each activity specified in the Job Plan will start and finish;
- (e) draw from a mix of vocational and non-vocational activities that the Eligible Job Seeker is to undertake during their current Period of Activities, with a particular focus on developing the skills that the Eligible Job Seeker needs to improve his or her chances of obtaining sustainable Employment or Unsubsidised Self-Employment;
- (f) specify any Intervention for Non-vocational Barriers that the Eligible Job Seeker needs to complete to overcome a Non-vocational Barrier;
- (g) specify any activities being undertaken by the Eligible Job Seeker in the Remote Youth Leadership and Development Corps; and
- (h) include a requirement for Contact between the Eligible Job Seeker and You during their current Period of Activities.

### 10.6 The Job Plan for an SS Activity Tested Eligible Job Seeker must:

- (a) contain terms with which they must comply in order to satisfy their SS Activity Test Requirements; and
- (b) be amended to include details of additional voluntary activities, if they:
  - (i) are fully meeting their SS Activity Test Requirements; and
  - (ii) agree to participate in additional activities; and
- (c) contain any other matters which are specified in the Guidelines.

### 10.7 The Job Plan for a WfD Participant must:

- (a) include a requirement to participate in Work for the Dole, up to their Assessed capacity to work, which must be described as a compulsory activity unless the WfD Participant does not satisfy all of the participation criteria for Work for the Dole specified in the Guidelines (for these types of WfD Participants, references in this Agreement to a 'requirement' in their Job Plan to participate in Work for the Dole include references to their agreement in their Job Plan to do so); and
- (b) specify the number of hours each week during which the WfD Participant will participate in Work for the Dole, which must be consistent with any maximum and minimum number of hours set out in the Guidelines.

### 10.8 The relevant Delegate must:

- (a) undertake any matter concerning entering, and implementing, a Job Plan;

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- (b) sign each Job Plan, and then provide a signed copy to the Eligible Job Seeker (unless the Guidelines specify otherwise);
- (c) take steps to ensure that the Eligible Job Seeker complies with the terms of his or her Job Plan;
- (d) review and, where appropriate, amend existing Job Plans;
- (e) cancel or suspend Job Plans, as appropriate;
- (f) create and maintain documentation in relation to Job Plans; and
- (g) enter information into Our IT Systems in relation to Job Plans,

and do so in accordance with any requirements in the Guidelines.

### 11. Engagement with Employers

11.1 You must:

- (a) build linkages with Employers ranging from private-sector businesses, large and small, to all levels of government inside and outside of Your Region(s) that achieve employer engagement that best enables You to deliver Remote Services under this Agreement;
- (b) work with Employers in Your Region(s) and in adjacent Regions to identify emerging job opportunities and the skills needed to do those jobs within sufficient lead time so that the skills of Eligible Job Seekers can be developed to the levels required by Employers so as to fill those opportunities;
- (c) provide Post-placement Support to Eligible Job Seekers placed in Employment, as required;
- (d) work with Employers and communities in Your Region(s) to support all Activities, so as to create ongoing jobs and provide training and work experience as pathways to Employment,

in accordance with the Guidelines.

### 12. Engagement with other programmes, services and organisations in Your Region(s)

12.1 You must:

- (a) work cooperatively with the Commonwealth, State and local government; private and community services; and stakeholders who provide other programmes in Your Region(s);
- (b) develop linkages with non-government organisations that have existing resources, social capital, and expertise in delivering services; and

## Remote Conditions 1 (RAC 1)

- (c) after performing Your obligations in accordance with clauses 12.1(a) and 12.1(b), identify programmes that would help to address Eligible Job Seekers' needs and, where appropriate, refer Eligible Job Seekers to those programmes as an activity the Eligible Job Seekers undertake pursuant to their Job Plan,

so that Remote Services occur in conjunction with those programmes, projects, services and organisations.

### 13. Jobsearch Facilities

13.1 You must, during business hours, in at least one Full-Time Site in each of Your Region(s):

- (a) make Jobsearch Facilities available; and  
(b) provide guidance, training and assistance in the use of Jobsearch Facilities,

for the purpose of enabling Eligible Job Seekers to search for work, investigate work related matters and create online resumes.

13.2 At all times throughout the Term of this Agreement, You must:

- (a) comply with any of Our directions concerning the location, maintenance and operation of Jobsearch Facilities and the installation of additional Jobsearch Facilities;  
(b) ensure that Jobsearch Facilities are kept secure, protected, clean, well maintained, and fully operational (unless prevented by circumstances beyond Your control);  
(c) put in place reasonable measures to prevent vandalism to Jobsearch Facilities; and  
(d) ensure that, consistent with the Guidelines and Our instructions, Eligible Job Seekers are prevented from accessing web sites that contain inappropriate material, including but not limited to, gambling web sites, web sites that contain pornography, and sites that are otherwise not relevant to the purposes of clause 13.1(a).

### 14. Employment Assistance

14.1 You must actively assist Eligible Job Seekers to obtain and keep Employment in the communities in Your Region(s), elsewhere in Your Region(s), or in other Regions (should they wish to move to take up opportunities in other Regions) including by:

- (a) providing one-on-one help in applying for jobs and preparing for interviews;  
(b) job matching, referrals and placement in accordance with clause 16;  
(c) providing Mentoring and on-the-job training to assist Eligible Job Seekers with keeping jobs;  
(d) where necessary, providing or arranging basic skills training which directly meets the needs of an Employer, including arranging for driver's licence and language, numeracy or literacy training as appropriate;

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- (e) providing Post-placement Support to Eligible Job Seekers placed in Employment, as required; and
- (f) working with Employers and communities in Your Region(s) to support Activities, so as to create ongoing jobs and provide training and work experience as pathways to Employment,

in accordance with the Guidelines.

### 15. Mentoring, and essential skills training

15.1 You must deliver to each Eligible Job Seeker:

- (a) Mentoring where You consider it necessary and appropriate; and
- (b) driver's licence or language, numeracy or literacy training as needed to improve the job-readiness of the Eligible Job Seeker, to assist the Eligible Job Seeker to participate in an Activity if they are or become a WfD Participant, or which directly meets the needs of an Employer,

and which is:

- (c) tailored to their individual needs; and
- (d) aimed at developing specific skills and knowledge so as to enhance their professional and personal growth.

15.2 You must before engaging any person as a Mentor, ensure that they:

- (a) meet any requirements set out in the Guidelines;
- (b) have demonstrated skills in supporting and motivating people;
- (c) have an understanding of the relevant work environment; and
- (d) are able to offer culturally appropriate Mentoring to Eligible Job Seekers, including with regard to gender and any other cultural considerations.

*Note: You must comply with clause 19 of the General Terms and Conditions in relation to all Mentors.*

15.3 Where there are no suitable Mentors available within an Eligible Job Seeker's community, You must as required recruit Mentors from outside the Eligible Job Seeker's community to deliver the Mentoring.

15.4 Where You provide Mentoring, You must:

- (a) take all reasonable steps to match Mentors with Eligible Job Seekers to complement their identified employment pathway;
- (b) monitor the mentoring relationship for each relevant Eligible Job Seeker to gauge its effectiveness;

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- (c) make all reasonable efforts to resolve any relationship issue that arises between an Eligible Job Seeker and their Mentor; and
- (d) identify a method by which, or a person in which, each relevant Eligible Job Seeker can comfortably raise concerns about their mentoring relationship and communicate this method to each such Eligible Job Seeker.

15.5 We may give Notice requiring You to remove one or more Mentors from work in connection with this Agreement. On receipt of such Notice, You must, at Your own cost, promptly arrange for the removal of such Mentors from work in connection with this Agreement and for their replacement with Mentors acceptable to Us.

### 16. Job matching, referral and placement

16.1 You must canvass:

- (a) Employers for Vacancies; and
- (b) Labour Hire Employers for Paid Work Assignments.

#### *Recording Vacancies and Paid Work Assignments*

16.2 You must record Vacancies and Paid Work Assignments on Our IT Systems, and do so in accordance with the Guidelines, before You refer an Eligible Job Seeker to the relevant Employer or Labour Hire Employer.

#### *Referral*

16.3 You must:

- (a) screen and match suitable Eligible Job Seekers with Vacancies and Paid Work Assignments;
- (b) before making a referral, make personal contact with each suitable Eligible Job Seeker and discuss the relevant Vacancy or Paid Work Assignment and a possible referral; and
- (c) refer the Eligible Job Seeker(s) to the relevant Employer or Labour Hire Employer.

### 17. Post-placement Support

17.1 You must provide support and assistance to Eligible Job Seekers who You place in Employment in order to help ensure that they can achieve an Employment Outcome.

17.2 Post-placement Support may include, but is not limited to:

- (a) additional training to meet Employers' requirements;
- (b) Mentoring;
- (c) time management training;
- (d) financial management training; and

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- (e) any other assistance specified in the Guidelines.

### 18. Relocation Assistance

18.1 You must, in accordance with the Guidelines, provide:

- (a) practical assistance; and  
 (b) Post-placement Support,

to help Eligible Job Seekers to relocate to take up employment outside of Your Region(s) and to stay in their jobs, while maintaining linkages with their community if they wish to.

### Eligible Job Seekers with a Disability

### 19. Additional Remote Services for Eligible Job Seekers with disability

19.1 You must:

- (a) take into account the impact of disability on the capacity of Eligible Job Seekers with disability to find and maintain employment;  
 (b) help Eligible Job Seekers with disability to address relevant Vocational Barriers and Non-vocational Barriers, and to build their capacity to work;  
 (c) work with Employers to negotiate the necessary flexibilities in job design that would successfully accommodate employment of Eligible Job Seekers with disability; and  
 (d) provide Eligible Job Seekers with disability with relevant support in a workplace, if they are placed into a Vacancy or Paid Work Assignments,

and do so in accordance with any requirements in the Guidelines.

### 20. Employment Assistance Fund

20.1 You may apply for assistance, or assist or act on behalf of an Employer to apply for assistance, under the Employment Assistance Fund with respect to an Eligible Job Seeker.

20.2 If You make an application for assistance in accordance with clause 20.1 You must, in accordance with the Guidelines for the Employment Assistance Fund:

- (a) submit the application to a JobAccess Provider;  
 (b) upon notification from the JobAccess Provider that the application has been approved, arrange for the purchase, from Your own funds, of the Approved Assistance for the Eligible Job Seeker who is the subject of the application; and  
 (c) submit a claim for Reimbursement of the Approved Assistance Amount through the Department of Employment IT systems.

20.3 We will Reimburse Approved Assistance Amounts to You in accordance with, and subject to, the requirements for payment under the Employment Assistance Fund Guidelines and subject to Your compliance with this clause 20.

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- 20.4 You must do all things necessary to ensure that:
- (a) all payments to third parties with monies approved for expenditure under the Employment Assistance Fund are authorised and made in accordance with this Agreement and the Guidelines, including the Employment Assistance Fund Guidelines; and
  - (b) You maintain proper and diligent control over the incurring of all liabilities.

### 21. Supported Wage System

- 21.1 You may assist or act on behalf of an Employer to make an online application to the Australian Government Department of Social Services Supported Wage Management Unit or JobAccess in respect of the Supported Wage System, in accordance with the requirements at [www.jobaccess.gov.au](http://www.jobaccess.gov.au) and the Guidelines.

### **Compliance and Reporting**

#### **Reader's Guide: Information on Compliance and Reporting**

You are required to regularly and actively monitor each SS Activity Tested Eligible Job Seeker's compliance with their SS Activity Test Requirements (and each DSP Recipient (Compulsory)'s compliance with their participation requirements) and to support and encourage them to participate appropriately.

If SS Activity Tested Eligible Job Seekers fail to comply with their SS Activity Test Requirements, You must take action in accordance with this Agreement, including submitting Non-Attendance Report or Provider Appointment Report to DHS, and arranging and monitoring Compliance Activities in accordance with clause 29.

You must also provide all reasonable assistance to the Commonwealth in relation to the Social Security Appeals Process in accordance with clause 30.

### 22. Job Search Requirements

- 22.1 This clause 22 applies only to SS Activity Tested Eligible Job Seekers who have a Job Search Requirement, as specified or described in the Guidelines.

*Note: Not all SS Activity Tested Eligible Job Seekers will have a Job Search Requirement. The Guidelines will specify how to determine whether a particular SS Activity Tested Eligible Job Seeker will have a Job Search Requirement, and what that Job Search Requirement will be.*

- 22.2 You must ensure that a Delegate:
- (a) specifies the Job Search Requirement for each SS Activity Tested Eligible Job Seeker (in accordance with their SS Activity Test Requirements) in their Job Plan; and
  - (b) ensures that the Job Search Requirement is appropriately recorded in the SS Activity Tested Eligible Job Seeker's Job Plan at all times during their Period of Activities.
- 22.3 You must ensure that each SS Activity Tested Eligible Job Seeker is aware at all times:



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- (a) of their current Job Search Requirement;
- (b) that they must record and provide details of their Job Searches directly to You and the frequency of such provision, and do so as specified in the Guidelines; and
- (c) how they can record their Job Searches for the purposes of clause 22.3(b).

22.4 Each month of the Term of this Agreement, You must:

- (a) actively monitor and determine whether each SS Activity Tested Eligible Job Seeker has appropriately met their Job Search Requirement during each Job Search Period;
- (b) to the extent that a SS Activity Tested Eligible Job Seeker does not use Australian JobSearch to record their Job Searches, obtain from the SS Activity Tested Eligible Job Seeker all Records required to document each Job Search in accordance with the Guidelines, retain those Records in accordance with this Agreement and provide them to Us on request; and
- (c) use Your best endeavours to ensure that each SS Activity Tested Eligible Job Seeker meets their Job Search Requirement.

**23. Monitoring**

23.1 You must:

- (a) regularly and actively monitor:
  - (i) the compliance of each SS Activity Tested Eligible Job Seeker with their SS Activity Test Requirements; and
  - (ii) the participation of DSP Recipients (Compulsory) in activities in accordance with their Job Plan,

including their attendance at Appointments, entering into a current Job Plan, undertaking Job Searches as required and fulfilling compulsory activities included in their Job Plan (such a requirement to participate in Work for the Dole) and as notified to them; and

- (b) where You determine that:
  - (i) a SS Activity Tested Eligible Job Seeker has failed to comply with their SS Activity Test Requirements; or
  - (ii) a DSP Recipient (Compulsory) has not attended an Appointment, entered into a Job Plan or appropriately participated in activities in accordance with their Job Plan,

promptly take action in accordance with this Agreement and the Guidelines.

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### 24. Non-compliance action for SS Activity Test Requirements

#### Non-compliance in relation to Appointments, compulsory activities included in the Job Plan and job interviews

24.1 Where a SS Activity Tested Eligible Job Seeker has not:

- (a) attended an Appointment (including a Re-engagement Appointment); or
- (b) attended, or participated appropriately in:
  - (i) a compulsory activity included in their Job Plan; or
  - (ii) a job interview with a prospective Employer,

You must, on the same business day on which You become aware of the event, and in accordance with the Guidelines:

- (c) confirm that the SS Activity Tested Eligible Job Seeker did not contact You prior to the requirement and give a Valid Reason for not being able to comply;
- (d) if they did not give a Valid Reason, as soon as possible on the same business day, attempt to contact the SS Activity Tested Eligible Job Seeker to assess if they had a Reasonable Excuse for not complying; and
- (e) record this in Our IT Systems.

*Note 1: The principal difference between a Valid Reason and a Reasonable Excuse is that a Valid Reason is notified to You before the event (i.e. if a SS Activity Tested Eligible Job Seeker contacts You to say they cannot meet their SS Activity Test Requirements outlined in their Job Plan before failing to do so), whereas Reasonable Excuse is notified after the event (i.e. when a SS Activity Tested Eligible Job Seeker has failed to meet their SS Activity Test Requirements outlined in their Job Plan but then notifies You after the event that they could not meet the requirements because of an acceptable reason.*

*Note 2: Instances of non-compliance with SS Activity Test Requirements outlined in their Job Plan will be detailed in Guidelines.*

24.2 If You assess that the relevant SS Activity Tested Eligible Job Seeker had a Valid Reason or a Reasonable Excuse for not complying, You must, in accordance with the Guidelines:

- (a) record the determination in Our IT Systems; and
- (b) use Your best endeavours to ensure that the SS Activity Tested Eligible Job Seeker complies with their SS Activity Test Requirements outlined in their Job Plan at the next available opportunity.

24.3 If You:

- (a) have, on the same business day, made contact with the SS Activity Tested Eligible Job Seeker, and assessed that the SS Activity Tested Eligible Job Seeker does not have a Valid Reason or Reasonable Excuse for not complying; or

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- (b) have not been able to make contact with the SS Activity Tested Eligible Job Seeker on the same business day on which You become aware of the event,

You must, in accordance with the Guidelines, comply with clauses 24.4 to 24.13 as relevant.

### *Appointments*

- 24.4 In relation to non-attendance at an Appointment (including a Re-engagement Appointment) by a SS Activity Tested Eligible Job Seeker, You must, on the same business day of becoming aware of the event, determine whether any action should be taken under the Job Seeker Compliance Framework in relation to the event in accordance with the Guidelines. You must take any actions specified in the Guidelines if You determine that no action should be taken under the Job Seeker Compliance Framework.
- 24.5 If You determine that action as specified in clause 24.4 should be taken, You must document any information relevant to the event in Our IT Systems; and
- (a) if clause 24.3(a) applies:
- (i) submit a Non-Attendance Report or Provider Appointment Report, as relevant, to DHS via Our IT Systems on the same business day as the Appointment was scheduled to occur; and
  - (ii) unless otherwise specified in the Guidelines, in consultation with the SS Activity Tested Eligible Job Seeker, book a Re-engagement Appointment for them to occur within the next two business days and advise them of the Appointment; and
- (b) if clause 24.3(b) applies:
- (i) submit a Non-Attendance Report to DHS via Our IT Systems on the same business day that the Appointment was scheduled to occur;
  - (ii) on making contact with the SS Activity Tested Eligible Job Seeker, assess whether they had a Reasonable Excuse for not complying;
  - (iii) if You assess that the SS Activity Tested Eligible Job Seeker did not have a Reasonable Excuse, determine whether any further action should be taken under the Job Seeker Compliance Framework in relation to the event; and
  - (iv) if You determine that such action should be taken:
    - (A) document any information relevant to the event in Our IT Systems and submit a Provider Appointment Report to DHS via Our IT Systems on the same business day; and
    - (B) unless otherwise specified in the Guidelines, in consultation with the SS Activity Tested Eligible Job Seeker, book a Re-engagement Appointment for them to occur within the next two business days and advise them of the Appointment; and
  - (v) if You determine that such action should not be taken, unless otherwise specified in the Guidelines, in consultation with the SS Activity Tested

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Eligible Job Seeker, book a Re-engagement Appointment for the SS Activity Tested Eligible Job Seeker to occur within the next two business days and advise them of the Appointment.

- 24.6 Where You have, in accordance with this Agreement, reported non-compliance of a SS Activity Tested Eligible Job Seeker relating to Appointments (including Re-engagement Appointments) to DHS, You must ensure that the SS Activity Tested Eligible Job Seeker has, in accordance with the Guidelines, an adequate opportunity to book another Appointment with You.

### Failure to attend, or participate appropriately in, compulsory activities included in a Job Plan or at a job interview

- 24.7 In relation to a failure by a SS Activity Tested Eligible Job Seeker to attend, or to participate appropriately in:

- (a) a compulsory activity included in their Job Plan; or
- (b) a job interview with a prospective Employer,

You must, on the same business day of becoming aware of the event, determine whether any action should be taken under the Job Seeker Compliance Framework in relation to the event in accordance with the Guidelines.

- 24.8 If You determine that action as specified in clause 24.7 should be taken, You must on the same business day of becoming aware of the event, document any information relevant to the event in Our IT Systems and regardless of whether clause 24.3(a) or clause 24.3(b) applies, report the non-compliance to DHS via Our IT Systems.

- 24.9 If You determine that action referred to in clause 24.7 should not be taken, You must, in accordance with the Guidelines:

- (a) record the determination; and
- (b) use Your best endeavours to ensure that the SS Activity Tested Eligible Job Seeker complies with their SS Activity Test Requirements outlined in their Job Plan at the next available opportunity.

### Non-compliance with Job Search Requirements

- 24.10 You must, in accordance with the Guidelines:

- (a) within ten business days of the end of each Job Search Period, determine whether each SS Activity Tested Eligible Job Seeker who has a Job Search Requirement has appropriately met their Job Search Requirement for that Job Search Period;
- (b) if You determine that the relevant Job Search Requirement has been appropriately met, You must continue to monitor the SS Activity Tested Eligible Job Seeker's compliance with their Job Search Requirement in accordance with clause 22 and use Your best endeavours to ensure that the SS Activity Tested Eligible Job Seeker meets their Job Search Requirement;

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- (c) if You determine that the relevant Job Search Requirement has not been appropriately met, You must, on the same business day, determine whether any action should be taken under the Job Seeker Compliance Framework in relation to the event; and
- (d) if You determine that such action should be taken, on the same business day:
  - (i) document that the SS Activity Tested Eligible Job Seeker has not appropriately met their Job Search Requirement and submit any information relevant to the event in Our IT Systems; and
  - (ii) report the non-compliance to DHS via Our IT Systems; and
- (e) if You determine that such action should not be taken, on the same business day:
  - (i) record Your determination in Our IT Systems;
  - (ii) continue to monitor the SS Activity Tested Eligible Job Seeker's compliance with their Job Search Requirement in accordance with clause 22; and
  - (iii) use Your best endeavours to ensure that the SS Activity Tested Eligible Job Seeker meets their Job Search Requirement.

**Non-compliance with any other SS Activity Test Requirements**

24.11 Where You determine that a SS Activity Tested Eligible Job Seeker has not met one or more of their SS Activity Test Requirements other than a requirement to attend an appointment, to attend, or participate appropriately in, compulsory activities included in a Job Plan or at a job interview, or to meet a Job Search Requirement, You must:

- (a) on the same business day on which You become aware of the event, and in accordance with the Guidelines, attempt to contact the SS Activity Tested Eligible Job Seeker to assess if they have a Reasonable Excuse for not complying; and
- (b) record the attempt(s) in Our IT Systems.

24.12 Where You have, on the same business day, made contact with the SS Activity Tested Eligible Job Seeker) and assessed that the SS Activity Tested Eligible Job Seeker does not have a Reasonable Excuse for not complying, You must, in accordance with the Guidelines:

- (a) determine whether any action should be taken under the Job Seeker Compliance Framework in relation to the event; and
- (b) if You determine that such action should be taken, on the same business day of becoming aware of the event, document any information relevant to the event in Our IT Systems and report the non-compliance to DHS via Our IT Systems.

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- 24.13 Where You have not been able to make contact with the SS Activity Tested Eligible Job Seeker on the same business day on which You become aware of the event, You must:
- (a) determine whether any action should be taken under the Job Seeker Compliance Framework in relation to the event; and
  - (b) if You determine that such action should be taken, on the same business day of becoming aware of the event, document any information relevant to the event in Our IT Systems and report the non-compliance to DHS via Our IT Systems.

### Delegate Obligations

- 24.14 In relation to each SS Activity Tested Eligible Job Seeker and DSP Recipient (Compulsory), You must ensure that Delegates:
- (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, including in relation to:
    - (i) preparation, approval and variation of Job Plans;
    - (ii) specifying SS Activity Test Requirements and other mutual obligations in Job Plans; and
    - (iii) notifying SS Activity Tested Eligible Job Seekers and DSP Recipients (Compulsory) about the impact on their Income Support Payments if You submit a Non-Attendance Report or a Provider Appointment Report;
  - (b) have, prior to taking action under the Job Seeker Compliance Framework in relation to any SS Activity Tested Eligible Job Seeker or DSP Recipient (Compulsory), undertaken any Job Seeker Compliance Framework training which is required by the Guidelines (for example, via the online Learning Centre);
  - (c) for the purposes of clause 24.14(a)(iii), confirm, at least once every six months following the Commencement of the relevant SS Activity Tested Eligible Job Seeker or DSP Recipient (Compulsory), that all of their relevant contact details are accurately reflected in Our IT Systems, including their phone number(s), email address and postal address; and
  - (d) comply with the Social Security Law.

## 25. Recording Attendance

- 25.1 You must, as relevant and in accordance with the Guidelines:
- (a) record all attendance for Appointments (including Re-engagement Appointments) in Your Electronic Diary by close of business on the day that the Appointment is scheduled to occur; and

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- (b) ensure that Records of attendance for activities specified in a SS Activity Tested Eligible Job Seeker's Job Plan are kept in accordance with this Agreement including the Guidelines and provided to Us on request; and
- (c) comply with any particular method specified in the Guidelines for making or keeping Records of attendance in Activities.

### 26. Issuing and recording Notification

#### 26.1 Where:

- (a) an SS Activity Tested Eligible Job Seeker or a DSP Recipient (Compulsory) must meet a certain requirement to remain eligible for Income Support Payments;
- (b) the full details of the requirement (for example, the time, date and location that the requirement is to be undertaken) are not specified in their Job Plan; and
- (c) they have not otherwise been notified of the full details of that requirement,

You must, in accordance with the Guidelines:

- (d) notify them of the full details of their requirements; and
- (e) where Our IT Systems are not used to generate the notice to the SS Activity Tested Eligible Job Seeker or DSP Recipient (Compulsory), document the details of the relevant notice in Our IT Systems, retain Records of the notice and provide those Records to Us on request.

*Note: An SS Activity Tested Eligible Job Seeker's Job Search Requirement in their Job Plan is considered to be sufficient notice of their Job Search Requirement.*

### 27. Non-compliance action for DSP Recipients (Compulsory)

27.1 Where a DSP Recipient (Compulsory) has not attended an Appointment, entered into a current Job Plan or appropriately participated in any Activities as specified in the Guidelines, You must attempt to contact the DSP Recipient (Compulsory) on the same business day that You become aware of the non-compliance.

27.2 If You have been able to make contact with the DSP Recipient (Compulsory), You must, within 10 business days of the non-compliance and in accordance with the Guidelines:

- (a) determine whether the non-compliance should be reported to DHS;
- (b) if You determine that such action should be taken, document any information relevant to the event in Our IT Systems and report the non-compliance to DHS using Our IT Systems;
- (c) if You determine that no such action should be taken, use Your best endeavours to ensure that the DSP Recipient (Compulsory) complies with their compulsory requirements.

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- 27.3 If You have been unable to contact the DSP Recipient (Compulsory), You must, within 10 business days of the non-compliance and in accordance with the Guidelines:
- (a) determine whether any action should be taken under the Job Seeker Compliance Framework in relation to the non-compliance; and
  - (b) if You determine that such action should be taken, document any information relevant to the event in Our IT Systems and report the non-compliance to DHS using Our IT Systems.

### 28. Comprehensive Compliance Assessment

- 28.1 You may request that a Comprehensive Compliance Assessment be undertaken by DHS using Our IT Systems, but must do so in accordance with the Guidelines.

### 29. Compliance activities

- 29.1 Where directed by DHS to do so, You must, in accordance with the Guidelines:
- (a) immediately arrange for a SS Activity Tested Eligible Job Seeker to participate in Compliance Activities, as directed by DHS;
  - (b) ensure that a Delegate updates the SS Activity Tested Eligible Job Seeker's Job Plan accordingly;
  - (c) closely monitor the SS Activity Tested Eligible Job Seeker's participation in the Compliance Activities; and
  - (d) notify DHS via Our IT Systems if the SS Activity Tested Eligible Job Seeker does not attend the Compliance Activities as required.

### 30. Other Social Security matters

- 30.1 You must provide all reasonable assistance to the Commonwealth in relation to the Social Security Appeals Process including ensuring the availability of Your personnel, agents and subcontractors to appear at hearings (including appeals to any court) and providing witness or other statements or other relevant information as required by Us.
- 30.2 You must, if relevant, notify DHS of any change in the circumstances of an Eligible Job Seeker which might affect their eligibility for Income Support Payments, within five business days of becoming aware of the change in circumstances. In so notifying, You must comply with relevant requirements in the Guidelines.
- 30.3 You must respond within five business days to any request for information by DHS or by Us about any change in circumstances referred to in clause 30.2.



## Remote Conditions 1 (RAC 1)

### **Eligible Job Seeker Suspension And Exit**

#### **31. Suspensions**

- 31.1 Eligible Job Seekers may be Suspended in accordance with the Guidelines.
- 31.2 When an Eligible Job Seeker is Suspended, their current Period of Activities is halted, and recommences at the end of the Suspension.
- 31.3 Where an Eligible Job Seeker is Suspended, You must take action in accordance with the Guidelines, as relevant to the reason for the Suspension and the circumstances of the relevant Eligible Job Seeker.

#### **32. Exits**

*Note: For provisions relating to exiting RYLDC Participants from RYLDC, see RAC2.*

- 32.1 An Eligible Job Seeker is Exited when:
- (a) an Effective Exit occurs;
  - (b) a Provider Exit occurs; or
  - (c) any other event that We may advise You of from time to time occurs.
- 32.2 Subject to clauses 32.3 and 32.4, when an Eligible Job Seeker is Exited in accordance with this clause 32 their current Period of Activities ends, and You may cease providing Remote Services to them.
- 32.3 Where an Exit occurs for an Eligible Job Seeker, but the Eligible Job Seeker returns for Remote Services less than 13 consecutive weeks after the date of the Exit, the Eligible Job Seeker's Period of Activities continues from the date of the return, and You must, as soon as You become aware of the return:
- (a) resume providing Remote Services to the Eligible Job Seeker; and
  - (b) record the resumption of Remote Services on Our IT Systems, in accordance with the Guidelines.
- 32.4 Where an Exit occurs and the Eligible Job Seeker subsequently returns to for Remote Services at 13 consecutive weeks or more after the date of the Exit, the Eligible Job Seeker begins a new Period of Activities.

### **RYLDC Activities**

#### **33. Provision of RYLDC Activities under RAC2**

- 33.1 Until all RYLDC Participants have exited their RYLDC Placement, You must provide activities and assistance under RAC2 in relation to those RYLDC Participants, where You are satisfied that such activities and assistance are suitable for the Eligible Job Seeker and that Eligible Job Seeker is RYLDC Eligible.

*Note: Under RAC2, there will be no RYLDC Placements made after 30 June 2015.*

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### Supporting the economic development of the communities in Your Region(s)

#### **34. Assistance to be provided to communities in Your Region(s) - General**

34.1 For the purpose of meeting the Objectives, You must:

- (a) work with the communities in Your Region(s) to identify the strategies and resources needed to address their barriers to employment and participation;
- (b) help the communities in Your Region(s) to build strong social foundations that lead to better economic opportunities; and
- (c) otherwise assist the communities in Your Region(s) with community development and participation, economic development and strengthening of community capacity.

#### **35. Other funding sources**

35.1 You must, in accordance with the Guidelines, investigate and advise the communities in Your Region(s) in relation to any available sources of funding.

35.2 Where appropriate, and in consultation with the communities in Your Region(s), You may:

- (a) develop proposals to provide additional support to the communities in Your Region(s) to drive employment, participation and community development outcomes; and
- (b) apply for the relevant funding on behalf of the communities in Your Region(s) in relation to those proposals.

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### PART C REMOTE EMPLOYMENT SERVICES

#### Reader's Guide: Information about Part C (Remote Employment Services)

As part of Remote Employment Services, You must:

- (a) establish and conduct Activities which allow WfD Participants to meet their requirement to participate in Work for the Dole, or arrange for Hosts to establish and conduct those Activities;
- (b) place each WfD Participant in Activities that allow them to meet that requirement; and
- (c) monitor and support WfD Participants' attendance in their Activities.

For Eligible Job Seekers who are not WfD Participants ('**Basic Participants**'), You must provide Basic Services.

This **Part C** also sets out some specific obligations that apply to Activities, and particular types of Activities.

### 36. Establishment and conduct of Activities

36.1 You must, in accordance with the Guidelines and in consultation with the communities in Your Region(s):

- (a) establish and conduct Activities Yourself (including, if applicable, by Your Material Subcontractor on Your behalf); or

*Note: The reference to subcontracting in paragraph (a) is to a situation where You have subcontracted the delivery of a significant part of this Agreement and that subcontracted entity conducts an Activity themselves (these are sometimes informally known as 'project-based' Activities). It is not intended to include a Host who is deemed to be a subcontractor as a result of clause 38.4 below.*

- (b) arrange new or existing suitable Activities to be established and conducted by a Host,

in order to allow WfD Participants to meet the requirement in their Job Plan to participate in Work for the Dole.

36.2 An Activity must:

- (a) individually, or as part of a WfD Participant's mix of Activities, set a daily routine for the WfD Participant;
- (b) have attendance in the activity guided by a Supervisor; and
- (c) meet any other criteria or requirements set out in the Guidelines.

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- 36.3 Without limiting clause 36.2(c), the Guidelines may specify:
- (a) that WfD Participants must be able to participate in an Activity for a minimum or maximum number of hours per day or per week;
  - (b) a requirement that the entity conducting an Activity must have an ABN;
  - (c) limits on the time during which any one WfD Participant may be placed in any one Activity; and
  - (d) limits on the time that any one Activity may continue.

For clarity, the Guidelines may specify general rules, and any situations where there is an exception to those general rules.

- 36.4 Activities may include providing, or arranging the provision of:
- (a) work-like experiences that include skills that reflects local Employment opportunities or are relevant to community aspirations or meet community needs (including taking up Training relevant to, or a pre-requisite for, the Activity that is being undertaken);
  - (b) appropriate accredited and non-accredited vocational Training (including as applicable self employment training which is in accordance with the Guidelines, and arranging for driver's licence, language, numeracy or literacy training);
  - (c) assistance to overcome Non-vocational Barriers; and
  - (d) other Activities specified or described in the Guidelines.

- 36.5 Subject to the Guidelines or Our written permission to the contrary, You must not conduct or arrange an Activity if:
- (a) You have or will receive any payment (other than under this Agreement) in relation to, or as a result of, the conduct of the Activity, including:
    - (i) any funding under a Commonwealth, State, Territory or local government programme; or
    - (ii) any payment or other benefit from a third party, including under a commercial arrangement,

or if any part of the Activity:

- (b) fulfils a function which would normally otherwise be undertaken by You under this Agreement, or any other contract or arrangement between You and the Commonwealth;
- (c) supports any operations, activities or infrastructure of Yours which would otherwise have been acquired or in place had the Activity not occurred;
- (d) would have been undertaken by a paid worker if the Activity had not been established or conducted;

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- (e) results in reduced hours for a paid worker, where those hours would not have been reduced if the Activity had not been established or conducted;
- (f) does not comply with all laws, including those relating to work health and safety requirements and applicable Commonwealth policies;
- (g) could reasonably be expected to bring a WfD Participant, You or Us into disrepute;
- (h) causes a WfD Participant to be involved, in any way, in:
  - (i) the sex industry or anything which involves any nudity by any person or any form of pornography;
  - (ii) the gambling industry; or
  - (iii) any form of illegal activity;
- (i) involves any contact with a Vulnerable Person which would contravene clause 19 of the General Terms and Conditions; or
- (j) involves activities which the Guidelines specify must not be undertaken as part of an Activity without Our approval, including because the relevant activity is excluded from Our insurance coverage.

*Note: Our approval will not be granted unless We are satisfied that appropriate insurance arrangements are in place.*

36.6 References in clause 36.5(a) to a 'payment' include a payment in cash or in-kind. Where an Activity is conducted by You through a Material Subcontractor, clause 36.5(a) applies to any payment or benefit received by Your Material Subcontractor, other than a payment by You to that Material Subcontractor under the relevant subcontracting arrangement.

36.7 You must:

- (a) take full responsibility for each Activity in which You place a WfD Participant, including ensuring that, where an Activity is conducted by a Host, the Host complies fully with all relevant obligations in this RAC1 and the Guidelines;
- (b) ensure that WfD Participants are supervised in accordance with clause 41 and the Guidelines;
- (c) ensure that all Activities meet all applicable Commonwealth, State and Territory legal requirements including all WHS Laws;
- (d) regularly liaise with Us and Hosts (where relevant) to ensure that the Activities are successfully managed;
- (e) ensure that WfD Participants are sufficiently engaged in Activities to meet their SS Activity Test Requirements, as relevant; and

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- (f) otherwise conduct Activities in accordance with this Agreement including any Guidelines.

36.8 Unless otherwise provided by the relevant Host or another source, You must provide WfD Participants with:

- (a) all things necessary for their participation in an Activity, including materials, tools, safety and other equipment and appropriate clothing, at no cost to the WfD Participant; and
- (b) all support and training that the WfD Participant will need to fully participate in the Activity.

36.9 Subject to the Guidelines, You may arrange for WfD Participants to participate in different Activities concurrently or sequentially.

36.10 You must make no payment in cash or kind to WfD Participants (or to any Basic Participant).

### 37. Training

37.1 Any Training provided as an Activity, or as part of an Activity, must:

- (a) be needed to allow or assist the WfD Participant to participate in an Activity; or
- (b) directly meet the needs of an Employer.

37.2 For the purposes of clause 37.1, You must make use of a range of existing Australian Government foundation skills, pre-vocational and work-skills training programmes and facilities to assist WfD Participants.

37.3 For the purposes of clause 37.1, You:

- (a) may provide non-accredited training for WfD Participants; but
- (b) must not provide accredited training for WfD Participants unless You are a Registered Training Organisation.

### 38. Hosts

38.1 Subject to this Agreement, You may subcontract or otherwise engage Hosts to conduct an Activity, unless the Guidelines specify that that type of Activity may not be Hosted.

38.2 You must actively engage with potential Hosts in Your Region, including Employers, government organisations (both at the State or Territory and local government levels) and non-government organisations and encourage them to become Hosts.

38.3 Prior to engaging an entity as a Host, You must:

- (a) ensure that it is suitable and appropriate to act as a Host, and do so in accordance with the Guidelines; and

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- (b) ensure that You have entered into a suitable contractual arrangement with the Host, which complies with any requirements in the Guidelines in relation to such a contractual arrangement; and
  - (c) comply with any other requirements in the Guidelines.
- 38.4 All Hosts are deemed to be approved subcontractors for the purposes of clause 13.1 of the General Terms and Conditions in relation to their role as a Host.
- 38.5 Without limiting clause 38.3(b), the Guidelines may include requirements that any contractual arrangement with a Host must include:
- (a) payment by You of a minimum amount to the Host for placement of WfD Participants in an Activity conducted by that Host;
  - (b) limits on the time during which any one WfD Participant may be placed in an Activity conducted by the Host (and those limits must be consistent with the maximum timeframes specified in, or calculated in accordance with, the Guidelines);
  - (c) limits on the time during which an Activity conducted by a Host can continue; and
  - (d) an acknowledgement and agreement that if the Host is unable to employ an appropriate number of suitable WfD Participants at the end of their placement in the Activity conducted by the Host, or if the Host otherwise acts in a manner which You or We consider to be exploitative, inappropriate or inconsistent with the Guidelines, You will not place any further WfD Participants in any Activity conducted by that Host.
- 38.6 If an entity conducts a selection process for a potential Hosted Placement with that entity or otherwise selects a WfD Participant to participate in an activity to be conducted by them as a Hosted Placement, and the selected WfD Participant is willing to participate in that Activity, You must take the necessary actions to place the WfD Participant into that Activity unless:
- (a) We have confirmed in writing that You do not need to make that placement; or
  - (b) the Guidelines specify conditions under which You do not need to make a placement in accordance with this clause, and You meet those conditions.

### 39. Limiting liability

- 39.1 You must ensure that each WfD Participant and Host is aware that, to the extent allowed by law, the Host, You or We may terminate any Activity at any time.
- 39.2 You must ensure that, to the extent allowed by law, there is no intention or understanding on the part of a Host, a Registered Training Organisation or a WfD Participant that any Activity will create legal relations between a WfD Participant and:
- (a) Us;
  - (b) You;

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- (c) a Registered Training Organisation; or
- (d) a Host,

including any Employment relationship.

### 40. Placement of WfD Participants into Activities

40.1 You must record all Activities, any available places in those Activities, and any placements of WfD Participants into Activities on Our IT Systems, in accordance with the Guidelines. You must also comply with any particular method specified in the Guidelines for making or keeping Records of attendance in Activities.

40.2 You must:

- (a) screen and, to the extent possible, match suitable WfD Participants with available placements in Activities, including discussing available placements in Activities with the WfD Participant;
- (b) make sure that WfD Participants clearly understand their requirement to attend Activities, and clearly set this out in their Job Plans (and/or the Activity Diary where applicable) in accordance with the Guidelines; and
- (c) place WfD Participants into appropriate Activities, or arrange for a Host to do so.

40.3 You must place each WFD Participant in sufficient Activities to allow them to meet their requirement to participate in Work for the Dole.

40.4 You must ensure that the Activities, or mix of Activities, in which a WfD Participant is placed:

- (a) build, over time, a set of skills and experience that provide a pathway to real Employment; and
- (b) set a daily routine for the WfD Participant, in accordance with any requirements in the Guidelines,

and You must otherwise comply with the Guidelines about placement of WfD Participants in Activities, including any Guidelines which specify criteria and requirements that must be met before particular types of WfD Participants can be placed in an Activity or type of Activity.

40.5 Unless permitted by the Guidelines, or We give You Our written permission, You must not place, or arrange for the placement of, a WfD Participant into an Activity if:

- (a) the placement would involve the WFD Participant working with, or assisting in any way, an organisation which is owned or controlled by the WfD Participant; or
- (b) the Activity contravenes clause 36.5 or any other requirement for Activities in the Guidelines; or



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- (c) We give You notice that You must not place, or arrange for the placement of a WfD Participant into an Activity, including because We consider that the entity conducting the Activity has otherwise acted in a manner which We consider to be exploitative, inappropriate or inconsistent with the Guidelines.

40.6 You must only place WfD Participants in Activities as allowed by law. If the law does not allow a WfD Participant to be placed in a particular Activity, You must ensure that alternative Activities are made available to that WfD Participant.

### 41. Supervision of Activities

41.1 You must ensure that WfD Participants participating in an Activity are adequately and appropriately supervised at all times, including with regard to the age, health, welfare and safety of WfD Participants while undertaking that Activity.

41.2 You may employ, subcontract or otherwise engage Supervisors for the purposes of clause 41.1. Without limiting clause 41.1:

- (a) an Activity must have a nominated Supervisor, unless the Guidelines specify that that Activity is a type which does not require a nominated Supervisor; and
- (b) You must ensure that there is a greater level of supervision if an Activity involves WfD Participants who are Vulnerable Persons or involves WfD Participants having direct contact with one or more Vulnerable Persons, in accordance with the Guidelines.

41.3 All Supervisors who are not otherwise employees of You, are deemed to be approved subcontractors for the purposes of clause 13.1 of the General Terms and Conditions.

41.4 In accordance with this Agreement including the Guidelines, You must ensure that all personnel and Supervisors involved in delivering Activities:

- (a) are fit and proper persons to be involved in the Activity;
- (b) have an appropriate level of skill/knowledge, training and/or experience in:
  - (i) the part of each Activity in which they are engaged;
  - (ii) working with, training and supervising persons in such activities;
  - (iii) work health and safety requirements both generally and specifically for each Activity in which they are involved; and
  - (iv) as relevant, addressing the special needs of WfD Participants who are:
    - (A) Aboriginal or Torres Strait Islander persons;
    - (B) Principal Carers;
    - (C) from culturally and linguistically diverse backgrounds;
    - (D) persons with disability; or

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- (E) Minors; and
- (c) immediately receive any relevant Guidelines and other information as reasonably required by Us and Notified to You from time to time.

*Note: You must comply with clause 19 of the General Terms and Conditions in relation to all Supervisors.*

41.5 If We have reasonable grounds related to the performance of the Activities, We may give You a Notice which requires You to remove one or more Supervisors from participating in Activities. If We do so, You must, at Your own cost, promptly arrange for the removal of those Supervisors from work on the relevant Activities and for their replacement with Supervisors acceptable to Us.

41.6 You must implement strategies to ensure that the participation of WfD Participants in any Activity is not disrupted or adversely affected by any absence of Supervisors.

**42. Directions by Us**

42.1 We may, at any time and at Our absolute discretion, give You a written direction in relation to a particular Activity, a proposed Activity or a type of Activity, including a direction that:

- (a) an activity may not be undertaken, or continue, as part of an Activity;
- (b) an Activity be varied; and/or
- (c) an Activity be managed directly by You, rather than by a Material Subcontractor or a Host.

42.2 If We give a direction to You in accordance with clause 42.1, You must immediately take any action required by the direction.

42.3 We may, from time to time, Notify You that We consider that there is a need to establish and conduct an Activity within Your Region(s) of a particular type, which has particular characteristics and/or is in a particular location.

42.4 If We issue You with a Notice under clause 42.3, You must co-operate and work with Us to:

- (a) determine the most suitable way to implement the proposed Activity;
- (b) determine whether the proposed Activity is feasible, including providing Us with reasons and evidence if You consider that the proposed Activity would involve significant and unacceptable risks, or would impose significant and unreasonable costs (in excess of the usual risks and costs involved in establishing and conducting a typical Activity in Your Region); and
- (c) unless We are satisfied that the proposed Activity is unfeasible or unreasonable (and We must act reasonably and in good faith when considering whether a proposed Activity is unfeasible or unreasonable), establish and conduct the proposed Activity, and place WfD Participants into that Activity in accordance with this Agreement.

42.5 We are not liable for any costs incurred by You attributable to:

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- (a) any non-commencement, suspension, variation or termination of an Activity under clause 42.1; or
- (b) Your establishment or conduct of an Activity under clause 42.4.

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### PART D PAYMENTS

#### Reader's Guide: Information about Part D (Payments)

This **Part D** sets out the:

- (a) Work for the Dole Payments (which are payable for Basic Services and Remote Employment Services provided to, or in respect of, WfD Participants);
- (b) Basic Payments (which are payable for Basic Services provided to, or in respect of, Basic Participants and those WfD Participants who are on a permitted break from Work for the Dole and are to be treated as Basic Participants); and
- (c) Employment Outcome Payments (which are payable for Employment Outcomes achieved by any Eligible Job Seeker),

that We will pay You under this Agreement from 1 July 2015, and how those amounts will be calculated.

It also sets out how Employer Incentive Funding will be calculated and paid to You, and that You must use that Funding to make payments to Employers who have employed an Eligible Job Seeker for a 26 Week Period.

We may also pay You a one-off amount of Funding in relation to strengthening organisational governance, and make Ancillary Payments in accordance with this RAC1.

#### 43. General – Applicable to all Payments and Funding

43.1 Subject to this Agreement, We will pay You:

- (a) Work for the Dole Payments;
- (b) Basic Payments; and
- (c) Employment Outcome Payments,

for Remote Services You provide to, or in respect of, Eligible Job Seekers, as set out in this RAC1 and the Guidelines.

43.2 We will also pay You the Employer Incentive Funding, as set out in this RAC1 and the Guidelines.

43.3 You are only entitled to Basic Payments or Work for the Dole Payments for periods during which You provided Remote Services to, or in respect of, Eligible Job Seekers. These Payments will be reduced on a pro rata basis if You do not provide Remote Services in respect of an Eligible Job Seeker for a full calendar month.

*Note: For example, if an Eligible Job Seeker moves to, or leaves, Your Region part-way through the month so that You do not provide Remote Services for the full calendar month, the relevant Payments will be adjusted on a pro rata basis.*

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- 43.4 In respect of any particular Eligible Job Seeker:
- (a) You are only entitled to either a Basic Payment or a Work for the Dole Payment for a single period of time (not both types of Payment);
  - (b) the type of Payment You will receive depends on whether You provided Remote Employment Services or only Basic Services (that is, Basic Payment applies for the period during which You only provided Basic Services; and Work for the Dole Payment applies for the period during which You provided both Basic Services and Remote Employment Services); and
  - (c) the amount of each monthly Payment type will be adjusted on a pro rata basis to reflect the periods of time described in paragraph (b) above.
- 43.5 You are only entitled to receive Monies in respect of:
- (a) Remote Services provided to, or in respect of, Eligible Job Seekers; and
  - (b) Remote Services provided to, or in respect of, RJCP Ineligible Participants only if the Guidelines expressly authorise the payment of Monies for those Remote Services.

### *Suspensions*

- 43.6 The Guidelines will also set out whether, and if so how, a Payment will be affected if the relevant Eligible Job Seeker is subject to a Suspension. We will adjust any Payments calculated under this RAC1 in respect of an Eligible Job Seeker who is the subject of a Suspension in accordance with those Guidelines.

### *Our IT Systems*

- 43.7 Where a clause in this **Part D** of RAC1 indicates a date on which Our IT Systems will calculate a Payment or Funding, but it is not possible or practicable for Our IT Systems to use that date, the calculation may be done on the next available date (selected by Us in Our absolute discretion).
- 43.8 The Guidelines will set out the situations in which You may make a special claim for Payment or Funding because You consider that Our IT Systems have incorrectly calculated a Payment or Funding amount. You must follow any processes in the Guidelines for making such a claim.

### *Transitional arrangements*

- 43.9 If after 30 June 2015 You would have been entitled to receive an Outcome Payment under the version of this RAC1 which was in force on 30 June 2015 ('**Previous RAC1**'), because:
- (a) the Outcome Period for an Eligible Job Seeker commenced before 30 June 2015; but
  - (b) the Outcome was achieved after 30 June 2015,
- then We will pay You that Outcome Payment as if the Previous RAC1 had continued in force.

## Remote Conditions 1 (RAC 1)

43.10 If:

- (a) before 1 July 2015 You were entitled to receive a reimbursement under the Previous RAC1 from the flexible pool of funds known as the 'Participation Account'; and
- (b) You met, and/or continue to meet, all eligibility criteria for payment of that reimbursement amount under the Previous RAC1; and
- (c) You entered a commitment for that reimbursement amount in Our IT Systems on or before 30 June 2015, in accordance with any instructions for entering that commitment issued by Us; and
- (d) You submitted Your claim for that reimbursement amount in accordance with the Previous RAC1 on or before 22 August 2015,

then We will pay You that reimbursement amount as if the Previous RAC1 had continued in force. All clauses in the Previous RAC1 in relation to Our ability to recover money, or to conduct audits, or to require records or documents to be produced, in relation to any commitments or claims in relation to the Participation Account, including those made under this clause 43.10, will continue to apply as if the Previous RAC1 had continued in force.

### 44. Work for the Dole Payments

#### *General*

- 44.1 There will be different arrangements for Work for the Dole Payments which will apply during the period from 1 July 2015 until 31 December 2015 (inclusive), or any longer period Notified to You by Us ('**Start-Up Period**').
- 44.2 Clauses 44.3 to 44.7 only apply during the Start-Up Period, and clauses 44.8 to 44.11 only apply after the end of the Start-Up Period.

#### *During the Start-Up Period*

- 44.3 During the first week of each month, We will pay You the total initial amount of Your Work for the Dole Payments for that month. Your initial Work for the Dole Payments will be calculated in accordance with clause 44.4, based on the total number of Your WfD Participants identified in Our IT Systems on the last Wednesday of the previous month.
- 44.4 For each of Your WfD Participants identified in Our IT Systems, We will pay You an initial monthly Work for the Dole Payment of **\$780.00** (exclusive of GST).
- 44.5 In addition to the amount calculated under clauses 44.3 and 44.4, We will pay You a supplementary amount of Work for the Dole Payment after the end of the applicable month, if more than 75% of Your WfD Participants met the following requirements for that month:
  - (a) the WfD Participant was placed into sufficient Activities to meet their requirement to participate in Work for the Dole, or had an approved reason for non-placement as specified in the Guidelines; and

**Remote Conditions 1 (RAC 1)**

(b) for each day of the month, where the WfD Participant was required to attend Activities:

- (i) the WfD Participant met all of those attendance requirements; or
- (ii) You took all actions required under this Agreement in relation to the non-attendance by the WfD Participant.

44.6 We will calculate the supplementary amount of Work for the Dole Payment for each month by:

- (a) working out what You would have been paid as Your total Work for the Dole Payments for that month, if the month had occurred after the end of the Start-Up Period; and
- (b) paying You the difference between the amount in paragraph (a), and the amount paid under clauses 44.3 and 44.4.

44.7 We will pay the Work for the Dole Payments into Your bank account in accordance with clause 20.2 of the General Terms and Conditions.

*After Start-Up Period (from 1 January 2016)*

44.8 After the Start-Up Period, We will calculate Your Work for the Dole Payments using the following principles and those in clauses 43.3 to 43.5:

- (a) We will pay You the total amount of Your Work for the Dole Payments monthly in arrears, for each calendar month.
- (b) Work for the Dole Payments are only payable for periods during which Remote Employment Services are provided to, or in respect of, WfD Participants in accordance with this Agreement.
- (c) Work for the Dole Payments in respect of each WfD Participant will be calculated at the end of each month, based on the level of attendance of that WfD Participant in their required Activities.
- (d) You will not be disadvantaged if a WfD Participant did not attend Activities because they had a Valid Reason or Reasonable Excuse or because of another reason specified in the Guidelines, and You complied with all requirements of this Agreement in relation to that non-attendance. That is, if You have ensured that:
  - (i) the WfD Participant was placed into sufficient Activities to meet their requirement to participate in Work for the Dole or there was an approved reason for non-placement as specified in the Guidelines;

and for each day of the month:

- (ii) where the WfD Participant was required to attend Activities on that day, they met all of those attendance requirements; or

**Remote Conditions 1 (RAC 1)**

- (iii) where the WfD Participant did not meet all of the requirements for attendance on that day:
  - (A) You took all actions required under this Agreement in relation to that non-attendance; and
  - (B) where the action You took was submission of a Participation Report, the WfD Participant has returned to attendance in the Activities within 14 days of You submitting the Participation Report (or any longer period specified in the Guidelines),

then, subject to paragraph (f) below, You will be paid the maximum monthly Work for the Dole Payment for that WfD Participant.

- (e) The maximum monthly Work for the Dole Payment for Remote Services provided to, or in respect of, a WfD Participant will be reduced on a pro rata basis, to reflect the extent of non-attendance where You did not take the required action under this Agreement and manage return to attendance in Activities, as described in paragraph (d) above.

*Note: The Guidelines will give examples of how this calculation will be done.*

- (f) Where a WfD Participant was on a permitted break from Work for the Dole (as agreed with You in accordance with the Guidelines), that WfD Participant will be treated as a Basic Participant for the purposes of calculating Your Payments and for the period of the break:
  - (i) Your monthly Work for the Dole Payment for that WfD Participant will be reduced on a pro rata basis; but
  - (ii) You will be paid a monthly Basic Payment for that WfD Participant on a pro rata basis (see clause 45.3 below).
- (g) The maximum monthly Work for the Dole Payment for Remote Services provided to, or in respect of, each WfD Participant is **\$1,037.50** (exclusive of GST).

*Note: You are required to make payments to any Hosts as specified in the Guidelines.*

44.9 As soon as practicable after the end of each calendar month, Our IT Systems will use the principles in clause 44.8 to calculate the total Work for the Dole Payment payable to You for that month, using the information in Our IT System about each WfD Participant.

44.10 We will pay the Work for the Dole Payments into Your bank account in accordance with clause 20.2 of the General Terms and Conditions.

44.11 For clarity:

- (a) the amount of the Work for the Dole Payment is not affected by whether or not the WfD Participant has a Partial Capacity to Work; and



## Remote Conditions 1 (RAC 1)

- (b) Your monthly Work for the Dole Payment may be reduced to \$0 if during the month there was no attendance by the WfD Participant or required compliance activity by You in relation to the non-attendance; and
- (c) You will not receive any monthly Work for the Dole Payment for a WfD Participant who was not placed into sufficient Activities to allow them to meet their requirement to participate in Work for the Dole.

### 45. Basic Payments

#### *Calculation of Basic Payments*

- 45.1 On same day that We calculate Your monthly Work for the Dole Payments, We will calculate the total amount of Your Basic Payments for the applicable calendar month. The Basic Payments will be calculated by Our IT System in accordance with this clause 45 and clauses 43.3 to 43.5, using the information in Our IT System about each Eligible Job Seeker.
- 45.2 The monthly Basic Payment for services Basic Services provided to, or in respect of, Basic Participants for a calendar month is **\$333.33** (exclusive of GST).
- 45.3 We will also pay You a proportion of the monthly Basic Payment amount in accordance with clause 44.8(f), in respect of any WfD Participant who meets the requirements of that clause.
- 45.4 We will pay the Basic Payments into Your bank account in accordance with clause 20.2 of the General Terms and Conditions.

### 46. Employment Outcome Payments

#### *General*

- 46.1 Subject to this Agreement, We will pay You an Employment Outcome Payment (calculated in accordance with clause 46.8 below) in respect of an Eligible Job Seeker if We are satisfied that:
  - (a) the requirements in clause 46.3 for either a Full Employment Outcome or a Part-time Employment Outcome have been met; and
  - (b) the Eligible Job Seeker has satisfied the relevant Outcome Period in clauses 46.5 and 46.6.
- 46.2 No Employment Outcome Payment is payable:
  - (a) on a pro rata basis in relation to an Employment Outcome;
  - (b) in relation to a Non-Payable Outcome; or
  - (c) in relation to an Upgrade, unless all the requirements of the definition of Upgrade in Annexure 1 to the General Terms and Conditions are satisfied. You must comply with any requirements in the Guidelines in relation to claiming an Employment Outcome Payment if there has been an Upgrade.

## Remote Conditions 1 (RAC 1)

*Requirements for a Full Employment Outcome and a Part Time Employment Outcome*

46.3 The requirements for a Full Employment Outcome and a Part-time Employment Outcome are as follows:

Eligible Job Seeker	Requirements for Full Employment Outcome	Requirements for Part-time Employment Outcome
In receipt of Newstart Allowance (NSA) or Youth Allowance (YA)(other)	Eligible Job Seeker remains in Employment that generates sufficient income to cause income support to cease or remains in an apprenticeship or traineeship that is full-time.	Eligible Job Seeker gains Employment that generates sufficient income to reduce their Income Support Payments by an average of at least 60 per cent.
Not in receipt of NSA or YA (other)	Eligible Job Seeker remains in Employment* for at least 20 hours in each week.	Eligible Job Seeker gains Employment* for an average of 15 hours or more in each week.
In receipt of NSA, YA (other) or Parenting Payment (Partnered or Single) and is identified as a Principal Carer (as recorded on Our IT Systems) or is in receipt of Carer Payment	Eligible Job Seeker remains in Employment* for at least 30 hours in each fortnight.	Eligible Job Seeker remains in Employment* for an average of 10 or more hours per week.
Has Partial Capacity to Work (PCW)	Eligible Job Seeker remains in Employment* that equals or exceeds their minimum number of hours per week in a range as assessed through an ESAt or JCA, as recorded on Our IT Systems (but is not less than 8 hours per week).	Eligible Job Seeker gains Employment* for an average of at least 70 per cent or more of their minimum number of hours per week in a range as assessed through an ESAt or JCA, as recorded on Our IT Systems (but is not less than 8 hours per week).

\* In the table above, Employment refers to 'Employment or Unsubsidised Self-Employment or an apprenticeship or a traineeship'.

46.4 Once a Part-time Employment Outcome has been paid to You in relation to an Eligible Job Seeker, You are not subsequently entitled to be paid any additional amount if the Eligible Job Seeker subsequently satisfies the requirements for a Full Employment Outcome.

*Note: Our IT Systems will delay payment of Employment Outcome Payments for Part Time Employment Outcomes, to allow You to place a special claim for the higher amount if a Full Employment Outcome is achieved, as specified in the Guidelines.*

## Remote Conditions 1 (RAC 1)

### Outcome Periods

- 46.5 The Outcome Period for a 13 Week Employment Outcome is a 13 Week Period (subject to any allowable breaks in Employment set out in the Guidelines). This Outcome Period starts on the Outcome Start Date or any Moved Outcome Start Date. An Outcome Period must not overlap with any other 13 Week Period.
- 46.6 The Outcome Period for a 26 Week Employment Outcome is a 13 Week Period over a maximum of 26 consecutive weeks (subject to any allowable breaks in Employment set out in the Guidelines) which follows immediately after the end of a previous 13 Week Period. An Outcome Period for a 26 Week Employment Outcome must not overlap with any other 13 Week Period.
- 46.7 The Outcome Period must:
- (a) be entered by You on Our IT Systems in accordance with the Guidelines; and
  - (b) occur after Commencement.

### Amount of the Employment Outcomes Payments

- 46.8 The amount of the Employment Outcome Payment will be calculated for each Eligible Job Seekers who achieves an Employment Outcome in accordance with the following table:

Employment Outcome	Amount of Employment Outcome Payment (GST exclusive)
<b>13 Week Employment Outcome</b>	
Full Employment Outcome	\$2,250.00
Part-time Employment Outcome	\$1,125.00
<b>26 week Employment Outcome</b>	
Full Employment Outcome	\$5,250.00
Part-time Employment Outcome	\$2,625.00

- 46.9 Employment Outcome Payments will be paid into Your bank account in accordance with clause 20.2 of the General Terms and Conditions, at the times specified in the Guidelines.

## Remote Conditions 1 (RAC 1)

### 47. Employer Incentive Funding

#### Reader's Guide: Information about Employer Incentive Funding

Employer Incentive Funding will be calculated in accordance with this clause 47 and provided to You to assist You to stimulate job creation and increase demand for Employment of Eligible Job Seekers, strengthen Your relationship with Employers, and increase Eligible Job Seekers' chances of achieving Employment Outcomes.

Employer Incentive Funding will not be paid automatically to You in the same way as Provider Outcome Payments. Employer Incentive Funding must be manually claimed by You through Our IT Systems.

You must use the Employer Incentive Funding in accordance with this clause 47.

#### *General*

47.1 We will provide Employer Incentive Funding to You in accordance this clause 47 and the Guidelines. Employer Incentive Funding is Funding for the purposes of PART C [Monies paid under this Agreement] of the General Terms and Conditions.

#### *Claiming Employer Incentive Funding*

47.2 Our IT Systems will alert You when You may be eligible for an amount of Employer Incentive Funding. You may claim an amount of Employer Incentive Funding in relation to an Eligible Job Seeker (using Our IT Systems), where You are satisfied that:

- (a) an Eligible Job Seeker has been employed by one Employer during a 26 Week Period (subject to any allowable breaks in Employment set out in the Guidelines) so as to satisfy a category set out in clause 47.8; and
- (b) that Employer satisfies the eligibility requirements as set out in the Guidelines, and You must comply with the requirements in the Guidelines about the Documentary Evidence You must hold in order to be satisfied in accordance with this clause.

47.3 You may only claim an amount of Employer Incentive Funding in respect of an Eligible Job Seeker once.

47.4 You must not claim an amount of Employer Incentive Funding where You are the Employer, unless We have given You Our approval to do so.

#### *Using Employer Incentive Funding*

47.5 Where You receive an amount of Employer Incentive Funding, You must ensure that:

- (a) the Employer of the relevant Eligible Job Seeker is paid an equivalent amount, within 10 business days of You receiving the Employer Incentive Funding;
- (b) an Employer is only paid once for each Eligible Job Seeker; and

## Remote Conditions 1 (RAC 1)

(c) the Employer Incentive Funding is otherwise used in accordance with the Guidelines.

47.6 If You do not pay the Employer in accordance with clause 47.5(a) within 10 business days of receiving an Employer Incentive Funding, You must return the Employer Incentive Funding to Us in accordance with the Guidelines.

*Note: It is not intended that You will hold Employer Incentive Funding as Our agent, or otherwise hold it for or on Our behalf.*

### Documentary Evidence

47.7 If We require, You must supply to Us Documentary Evidence that You have used the Employer Incentive Funding in accordance with this Agreement.

### Amount of Employer Incentive Funding

47.8 The amount of the Employer Incentive Funding will be calculated for each Eligible Job Seeker as follows:

Eligible Job Seeker	Extent of Employment during a 26 Week Period	Amount of Employer Incentive Funding (GST exclusive)
In receipt of Newstart Allowance (NSA) or Youth Allowance (YA)(other)	Eligible Job Seeker remains in Employment that generates sufficient income to cause income support to cease or remains in an apprenticeship or traineeship that is full-time.	\$7,500.00
	Eligible Job Seeker gains Employment that generates sufficient income to reduce their Income Support Payments by an average of at least 60 per cent.	\$3,750.00
Not in receipt of NSA or YA (other)	Eligible Job Seeker remains in Employment* for at least 20 hours in each week.	\$7,500.00
	Eligible Job Seeker gains Employment* for an average of 15 hours or more in each week.	\$3,750.00
In receipt of NSA, YA (other) or Parenting Payment (Partnered or Single) and is identified as a Principal Carer (as recorded on Our IT Systems) or is in receipt of Carer Payment	Eligible Job Seeker remains in Employment* for at least 30 hours in each fortnight.	\$7,500.00
	Eligible Job Seeker remains in Employment* for an average of 10 or more hours per week.	\$3,750.00

## Remote Conditions 1 (RAC 1)

Eligible Job Seeker	Extent of Employment during a 26 Week Period	Amount of Employer Incentive Funding (GST exclusive)
Has Partial Capacity to Work (PCW)	Eligible Job Seeker remains in Employment* that equals or exceeds their minimum number of hours per week in a range as assessed through an ESAt or JCA, as recorded on Our IT Systems (but is not less than 8 hours per week).	\$7,500.00
	Eligible Job Seeker gains Employment* for an average of at least 70 per cent or more of their minimum number of hours per week in a range as assessed through an ESAt or JCA, as recorded on Our IT Systems (but is not less than 8 hours per week).	\$3,750.00

\* In the table above, Employment refers to 'employment or Unsubsidised Self-Employment or an apprenticeship or a traineeship'.

### *Changes to Employer Incentive Funding*

47.9 Despite anything else in this Part D of RAC 1, We may, by giving You Notice in writing:

- (a) change the amount of the Employer Incentive Funding;
- (b) change the eligibility requirements which must be satisfied by all, or certain types of, employers;
- (c) impose a different mechanism for payment of Employer Incentive Funding; or
- (d) cease providing any Employer Incentive Funding.

47.10 If We give You a Notice under clause 47.9:

- (a) clause 47 [Employer Incentive Funding] of this RAC1 will automatically be changed in the way set out in the Notice to implement those changes, from the date specified in the Notice; and
- (b) any transitional provisions specified in the Notice will apply.

47.11 We will not issue a Notice under clause 47.9(c) above before We have consulted with You, and taken any comments or concerns raised by You into account. We must act reasonably when considering any comments or concerns.

## **48. Strengthening Organisational Governance – one off payment**

48.1 If You have been required to become incorporated in accordance with clause 58.11 to 58.15 of the General Terms and Conditions [Compliance with Strengthening Organisational Governance policy], We will pay You a one-off amount of \$10,000.00 (exclusive of GST) following:

- (a) You changing Your incorporation status in accordance with clause 58.11 to 58.15 of the General Terms and Conditions; and
- (b) You providing proof of the change in incorporation status to Us.

## Remote Conditions 1 (RAC 1)

48.2 You agree that this amount represents a genuine pre-estimate of the costs likely to be incurred by You in complying with the incorporation requirement, and that We are not liable for any further amount. This amount is a one-off payment, and will be made only if You have not received a similar payment under another agreement with the Commonwealth. This payment is 'Funding' for the purposes of the General Terms and Conditions.

### **49. Ancillary Payments**

49.1 From time to time, We may, in Our absolute discretion, decide to pay You Ancillary Payments.

49.2 If We make any Ancillary Payments, those Ancillary Payments will be subject to You satisfying any terms and conditions which are Notified to You, and meeting any requirements specified in the Guidelines.

**ATTACHMENT 3: NEW RAC 2**



**FUNDING AGREEMENT 2013 – 2018**  
**Remote Jobs and Communities Programme**  
**Remote Conditions 2 (RAC2)**

## REMOTE CONDITIONS 2 -

# Remote Youth Leadership and Development Corps

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## OPERATIVE PROVISIONS

### PART A Introduction

#### 1. Objective

1.1 The Objective of the Remote Youth Leadership and Development Corps ('RYLDC') is to assist young people in remote Australia, aged 24 years and under, and especially those under 21 years, to transition successfully from school to work and to build foundational and vocational skills to secure sustainable employment. The goal of RYLDC is that all RYLDC Participants that successfully 'graduate' from the 'programme' will secure sustainable local employment or be placed in employment outside of their community, if they wish. It is expected that young people that successfully obtain employment on exiting from RYLDC will become role models to other young people in the community and effect a positive change.

#### 2. Application

2.1 The Parties agree that:

- (a) the services, activities and assistance under this RAC2 are Basic Services for the purposes of Part B of RAC1 and all relevant provisions of Part B of RAC1 apply to this RAC2; but
- (b) RYLDC Activities:
  - (i) must be supervised in accordance with clause 41 [Supervision of Activities] of RAC1;
  - (ii) may be Hosted in accordance with clause 38 [Hosts] of RAC1; and
  - (iii) must be conducted in accordance with clause 39 [Limiting Liability] of RAC1, as if RYLDC Activities were Activities and RYLDC Participants were WfD Participants; and
- (c) RYLDC Funds:
  - (i) are separate from, and in addition to, any Payments under RAC1; and
  - (ii) are Funding for the purposes of PART C [Monies paid under this Agreement] of the General Terms and Conditions.

**PART B RYLDC Places****Readers guide: Information about RYLDC Places and RYLDC Placements**

The Remote Youth Leadership and Development Corps (RYLDC) will be phased out from 1 July 2015.

No new RYLDC Places will be allocated or reallocated to You after 1 July 2015. You must continue to undertake RYLDC Activities under this RAC2 in relation to RYLDC Participants who occupied their RYLDC Place on 30 June 2015. You must stop undertaking RYLDC Activities in relation to such RYLDC Participants if they exit their RYLDC Placement.

You must not register or replace a RYLDC Participant in an RYLDC Place after 1 July 2015.

In relation to RYLDC Participants who occupied their RYLDC Place on 30 June 2015, You continue to be responsible for managing the RYLDC Places allocated to You, and continuing to provide suitable assistance and activities to those young persons.

**3A. Transition out arrangements**

- 3A.1 From 1 July 2015, no RYLDC Places will be allocated or reallocated to You, and You must not register or replace a RYLDC Participant in an RYLDC Place from that date.
- 3A.2 You must continue to provide all RYLDC Activities in accordance with this RAC2 only to RYLDC Participants who:
- (a) were placed in an RYLDC Placement on or before 30 June 2015; and
  - (b) who have not exited the RYLDC Place (in accordance with any Guidelines that define when a RYLDC Participant will be considered to have exited their RYLDC Place).
- 3A.3 We will only provide RYLDC Funds for RYLDC Activities in respect of RYLDC Participants who satisfy clause 3A.2.

### 3. RYLDC Places

- 3.1 We may, at any time and at Our absolute discretion, by Notice to You, vary the number of RYLDC Places allocated to You for a particular financial year.

*Note: Where We Notify You of a variation of the number of RYLDC Places for a particular financial year, item 9.2 of the Activity Schedule is automatically varied accordingly.*

### 4. Delivery of RYLDC Places

- 4.1 Subject to clause 3A of this RAC2, You:

- (a) must put each RYLDC Participant into a RYLDC Place; but
- (b) may only put one RYLDC Participant into a RYLDC Place at a time.

- 4.2 You may use various activities and assistance in accordance with Part F [Activities and assistance under RYLDC], and different RYLDC Participants, to fill a RYLDC Place.

### 5. Continuous Occupation

- 5.1 Subject to the periods allowed under clause 5.2, You must ensure that each RYLDC Place is Continuously Occupied by the RYLDC Participant for 52 weeks from the Establishment Date, and do so in accordance with any Guidelines.

- 5.2 For the purposes of determining whether a RYLDC Place is Continuously Occupied:

- (a) any period of up to 20 consecutive business days between the Establishment Date and the date of the commencement of activities for the first RYLDC Participant in the RYLDC Place; and
- (b) any period of absence of an RYLDC Participant from the date of their commencement of activities for the RYLDC Participant of:
  - (i) less than 8 weeks in total; or
  - (ii) any other length as agreed with Us,

is treated by Us as Continuous Occupation of the RYLDC Place.

*Note: For the avoidance of doubt, the periods specified in clause 5.2 are permitted i.e. they are not considered to be a break in Continuous Occupation.*

## **PART C [Not used]**

## **PART D Participation in RYLDC**

### **6. RYLDC Placements**

6.1 Subject to clause 3A of this RAC2, You must:

- (a) provide each RYLDC Participant with an appropriate RYLDC Placement taking into account their assessed needs and capacity; and
- (b) use Your best endeavours to ensure that each RYLDC Participant commences in activities or assistance for their RYLDC Placement within 20 consecutive business days of their registration in a RYLDC Place in Our IT Systems.

6.2 If an RYLDC Participant is not going to commence in activities or assistance for their RYLDC Placement immediately after their registration in a RYLDC Place, You must provide them with appropriate alternative activities until they commence in the relevant activities or assistance.

6.3 You must immediately exit from RYLDC each RYLDC Participant who:

- (a) completes an RYLDC Placement; or
- (b) subject to Our approval in writing to the contrary, is absent from RYLDC for more than eight weeks in total.

6.4 Where an RYLDC Participant exits RYLDC, You must complete an RYLDC Exit Survey and record the reason for the exit in Our IT Systems.

### **7. Participation requirements**

7.1 You must:

- (a) update the Job Plan for each RYLDC Participant:
  - (i) at Your initial contact with them; and
  - (ii) throughout their RYLDC Placement,to include activities being undertaken by them in RYLDC;
- (b) ensure that the activities satisfy the following requirements for the following types of RYLDC Participants:
  - (i) SS Activity Tested Eligible Job Seekers, other than those specified at clause 7.1(b)(ii), participate in RYLDC for up to, but no more than 50 hours each

fortnight, and otherwise in accordance with their SS Activity Test Requirements; and

- (ii) PCW Eligible Job Seekers and Principal Carers, participate in RYLDC for up to, but no more than 50 hours each fortnight, consistent with their level of assessed work capacity or SS Activity Test Requirements, as relevant;
- (c) review the progress of each RYLDC Participant on at least a monthly basis and record their hours of participation in Our IT Systems; and
- (d) unless We Notify You otherwise, manage the participation of RYLDC Participants in accordance with clauses 22 [Job Search Requirements], 23 [Monitoring] and 25 [Recording Attendance] of RAC1.

7.2 You must take compliance action in accordance with clauses 22 to 30 [Compliance and Reporting] of RAC1 if an RYLDC Participant:

- (a) is 18 years of age or older; and
- (b) does not comply with their SS Activity Test Requirements or DSP Recipients (Compulsory) obligations (as applicable).

7.3 You may exit from RYLDC an RYLDC Participant who is under 18 years of age, if they do not participate in RYLDC in accordance with any Guidelines.

7.4 If an RYLDC Participant is participating in another programme as a part of activities under RYLDC and is exited from that programme, You must use Your best endeavours to ensure that they immediately commence in other activities in order to fulfil their SS Activity Test Requirements.

## 8. Ceasing and resuming involvement in RYLDC due to criminal conduct

8.1 You must immediately Notify Us if any RYLDC Participant or person with an involvement with RYLDC is the subject of credible allegations, as determined by You, relating to:

- (a) violence;
- (b) any sexual offence;
- (c) any criminal offence involving pornography;
- (d) any criminal offence involving the trafficking or dealing of illegal drugs; or
- (e) any other criminal offence where a reasonable person would consider it prudent to cease the involvement in RYLDC of a person who has been charged or convicted with that offence,

and immediately cease the involvement of that person in RYLDC until:

- (f) any formal investigation into the matter is complete and no charges are laid, or no further action is required; or



- (g) We otherwise Notify You that the person can resume involvement in RYLDC.
- 8.2 Where a person referred to in clause 8.1 is formally charged with or convicted of an Other Offence, deal with the RYLDC Participant in accordance with clause 19.5 of the General Terms and Conditions.
- 8.3 Where a person referred to in clause 8.1, is formally charged with or convicted of a Serious Offence, deal with the RYLDC Participant in accordance with clause 19.6 of the General Terms and Conditions.

## **PART E Engagement with stakeholders**

### **9. Engagement with stakeholders**

- 9.1 Throughout the Term of this Agreement, You must engage with Employers to:
- (a) identify skilled jobs that may become available in 6–24 months from that time, so that activities under RYLDC can be tailored to support a 12 month pathway to these jobs;
  - (b) ensure that the activities under RYLDC are tailored to future jobs, workplaces and training environments;
  - (c) promote and build Employers' confidence in RYLDC; and
  - (d) negotiate the placement of RYLDC Participants in Workplace Activities and in Employment,
- in accordance with any Guidelines.
- 9.2 You should make Yourself aware of other initiatives and programmes relevant to RYLDC Participants which are available in Your Region(s) (including, in particular, government funded youth programmes and language literacy and numeracy programmes) and work collaboratively with relevant other providers to ensure that activities under RYLDC are complementary to their initiatives and programmes and are not duplicated or leading to double payments.

## **PART F Activities and assistance under RYLDC**

### **10. Activities and assistance**

- 10.1 As appropriate to each RYLDC Participant, You must provide:
- (a) RYLDC Activities;
  - (b) assistance with transition from school to work, and where required, literacy and numeracy support;
  - (c) RYLDC Post-placement Support;

- (d) Relocation Assistance;
- (e) Mentoring; and
- (f) other activities as required, including Interventions for Non-vocational Barriers and youth engagement activities,

to all RYLDC Participants, in accordance with this Agreement, including any Guidelines.

## PART G RYLDC Activities

### Readers guide: Information about RYLDC Activities

RYLDC is designed to provide a strong pathway from school to work and help young people in remote communities to build the skills necessary for sustainable employment. The aim is for young people participating in RYLDC to have a job at the end of the RYLDC program.

You must ensure that You provide intensive support for RYLDC Participants for the full term of their RYLDC Placement in line with individual participation requirements and commensurate with the funding provided including, but not limited to:

- mentoring by local leaders, including RYLDC group activities
- transition assistance from school, including assistance with literacy and numeracy and other life skills
- other help to overcome barriers to employment
- activities that are work-focused, such as paid or unpaid work experience in industries relevant to their local area
- vocational training at the Certificate II or equivalent level aimed at local jobs
- assistance in travelling or moving to take up employment, education or training opportunities
- on-the-job mentoring and post-employment support.

Training and other activities, either in the classroom or through work-experience placements, must be tailored to the needs of each participant to allow them to access employment or education opportunities identified through the normal conduct of activities under RYLDC.

## 11. General

11.1 You must deliver activities which:

- (a) build the capacity of RYLDC Participants to access employment or education linked opportunities identified through the normal conduct of activities under RYLDC;
- (b) are tailored to the individual circumstances and goals of each RYLDC Participant;
- (c) are work focused and as work-like as possible; and

- (d) are designed in a manner that is accessible to any RYLDC Participant with Partial Work Capacity.

## 11.2 RYLDC Activities may:

- (a) be undertaken as a single activity or as a combination of activities;
- (b) be undertaken on an individual or group basis; and
- (c) include, but are not limited to, the activities specified in any Guidelines.

## 12. Training

### 12.1 You:

- (a) must assist RYLDC Participants to participate in studies at Certificate II level or higher; and
- (b) may provide vocational training, as approved in writing by Us, which is aligned to a skill set for a job opportunity identified through the normal conduct of activities under RYLDC,

in accordance with any Guidelines.

### 12.2 When designing vocational training, You must:

- (a) consider training and assessment methods that are likely to encourage participation; and
- (b) ensure that the training:
  - (i) is integrated with relevant work like activities; and
  - (ii) where required, includes literacy and numeracy support.

*Note: Vocational training may be a mix of classroom based and 'on the job' training.*

## 13. Workplace Activities

13.1 You must use your best endeavours to deliver Workplace Activities which provide an opportunity for RYLDC Participants to gain work experience in a workplace and to demonstrate their abilities to potential Employers.

13.2 Where RYLDC Participants undertake Workplace Activities, You must, prior to commencement of the RYLDC Participants in those activities, negotiate the conditions of any unpaid or paid work experience or Voluntary Work Activities with the Host Employer, including suitable support in the workplace for each RYLDC Participant which may include, but is not limited to, the examples specified in any Guidelines.

13.3 You must be satisfied that any Workplace Activities do not:

- (a) reduce hours usually worked, or reduce the overtime, of an existing worker;

- (b) primarily promote a particular religious or political view;
- (c) involve violence towards people or damage to property;
- (d) involve activity associated with the sex industry, including retail positions;
- (e) bring the RYLDC Participants, You or Us into disrepute; or
- (f) otherwise offend any prohibition specified in any Guidelines.

13.4 Unless otherwise approved by Us in writing, You may only place an RYLDC Participant with a Host Employer who has not previously employed the RYLDC Participant.

13.5 You must immediately end Workplace Activities if, at any time, You consider that a work environment is not suitable for a RYLDC Participant.

13.6 On completion of a Workplace Activity, You must work with the relevant RYLDC Participant to update their resume to reflect the type of work undertaken and the skills and experience gained.

### *Simulated Work Experience*

13.7 You may arrange for RYLDC Participants to participate in Simulated Workplace Experience, but You must ensure that any such activity does not:

- (a) compete with an established business;
- (b) fulfil a function that is part of a commercial contract or enterprise; or
- (c) provide any benefit or gain to You or a Related Entity, unless it is approved in writing by Us or is in accordance with any Guidelines.

### *Voluntary Work Activities*

13.8 You may arrange for RYLDC Participants to participate in Voluntary Work Activities, but You must ensure that RYLDC Participants only participate in Voluntary Work Activities that:

- (a) have a community benefit focus; and
- (b) are undertaken in a voluntary work position in an Approved Not-for-Profit Community Organisation.

## **14. Cultural activities**

14.1 You may arrange for RYLDC Participants to participate in cultural activities in accordance with RAC1.

**PART H Literacy and Numeracy Support****15. Literacy and Numeracy Support**

- 15.1 Where required, You must support all RYLDC Participants to achieve literacy and numeracy levels required for job and/or training opportunities identified through the normal conduct of activities under RYLDC in accordance with any Guidelines.
- 15.2 For the purposes of clause 15.1, You may:
- (a) provide literacy and numeracy training directly to RYLDC Participants, where You have relevant accredited qualifications;
  - (b) refer RYLDC Participants to relevant programmes including those funded by the Commonwealth, State and Territory governments; or
  - (c) fund participation in other literacy and numeracy programmes that focus on workplace needs.
- 15.3 You should ensure that any literacy or numeracy support that You provide is tailored to the work environment being targeted in other activities under RYLDC to make the learning as practical, relevant and engaging as possible.

**PART I RYLDC Post-placement Support****16. RYLDC Post-placement Support**

- 16.1 In addition to Post-placement Support under clause 17 of RAC1, You must, for the duration of each placement of a RYLDC Participant in Employment or in education:
- (a) provide Mentoring in accordance with Part J [Mentoring] of this RAC2;
  - (b) continue to provide any Training that the RYLDC Participant had commenced prior to the relevant placement;
  - (c) subject to clause 16.2, work with family members and the RYLDC Participant's community, as required, to foster understanding of the value of the RYLDC Participant's relevant placement;
  - (d) assist the RYLDC Participant to manage cultural, family, work or study commitments, as relevant; and
  - (e) provide any other assistance specified in any Guidelines.
- 16.2 Before undertaking Your obligation under clause 16.1(c), You must obtain the written consent of the RYLDC Participant to You:

- (a) contacting and working with the RYLDC Participant's family members and/or community, as required; and
- (b) disclosing the RYLDC Participant's Personal Information to his/her family members and/or community, as relevant.

*Note: You must also comply with clause 31 [Personal Information and Protected Information] of the General Terms and Conditions when dealing with RYLDC Participants' Personal Information and Protected Information.*

## 17. Relocation Assistance

- 17.1 In accordance with any Guidelines, You must, if required in any particular case, provide Relocation Assistance in accordance with clause 18 of RAC1 for RYLDC Participants who need to relocate outside of their community to take up an Employment opportunity or continued education.

## PART J Mentoring

### 18. Mentoring

- 18.1 You must deliver Mentoring to each RYLDC Participant for the duration of their RYLDC Placement in accordance with:
  - (a) clause 15 [Mentoring] of RAC 1;
  - (b) this clause 18; and
  - (c) any Guidelines.
- 18.2 For each RYLDC Participant, You must provide a minimum of three Mentor contacts per fortnight, including at least one physical face to face contact, or as otherwise agreed to by Us.
- 18.3 You must ensure that Mentors have demonstrated skills in supporting and motivating young people.
- 18.4 You must continue to provide Mentoring during the course of each RYLDC Placement, including when a RYLDC Participant takes up an Employment, education or training opportunity, whether inside or outside Your Region(s).

## PART K Other activities

### 19. Youth engagement activities

- 19.1 You may develop and provide youth engagement activities that support retention in the RYLDC and the overall wellbeing of RYLDC Participants, but You must ensure that such activities:

- (a) do not average more than four hours a fortnight over a six month period for each RYLDC Participant; and
- (b) are conducted in accordance with any Guidelines.

## 20. Uniforms

20.1 If this is supported by the communities in Your Region(s), You may provide a uniform to RYLDC Participants, but You must:

- (a) work with the communities to determine the uniform design, ensuring that the uniform design meets any of Our branding guidelines and is suitable for the activities being undertaken;
- (b) pay for the uniform from the RYLDC Payments; and
- (c) ensure that the uniforms are otherwise provided in accordance with any Guidelines.

## PART L RYLDC Funds

### Readers guide: Information about RYLDC Funds

Providers will receive payment in two stages for RYLDC Places.

The RYLDC Initial Payment is made after the Placement is established and the RYLDC 20 Week Payment can be made after a Placement has been continuously occupied for 20 weeks from when it was established.

## 21. RYLDC Initial Payments

21.1 Subject to this Agreement, You may claim one RYLDC Initial Payment per RYLDC Place:

- (a) on the Establishment Date for the RYLDC Place;
- (b) if You have:
  - (i) amended the Job Plan of the first RYLDC Participant to be placed in the RYLDC Place in Our IT Systems, to reflect the activities to be undertaken by them in RYLDC; and
  - (ii) done so immediately prior to making the claim.

21.2 In accordance with clause 3A.3 of this RAC2, if an RYLDC Placement is not Established for a RYLDC Place by 30 June 2015

no RYLDC Initial Payments will be payable for that RYLDC Place.

## 22. RYLDC 20 Week Payments

22.1 Subject to this Agreement, You may claim one RYLDC 20 Week Payment per RYLDC Place if:

- (a) the RYLDC Place is Continuously Occupied by an RYLDC Participant for 20 weeks after the Establishment Date for the RYLDC Place; and
- (b) You have:
  - (i) amended the Job Plan of the RYLDC Participant occupying the RYLDC Place in Our IT Systems, to update the activities to be undertaken by that RYLDC Participant in RYLDC;
  - (ii) and done so immediately prior to making the claim.

### 23. Payment types, amounts and timing

23.1 Subject to this Agreement, You may claim RYLDC Funds, in accordance with Table 1 below, for each RYLDC Place.

**Table 1: RYLDC Funds**

<b>Funds per RYLDC Place</b>	<b>Amount (GST inclusive)</b>	<b>When payable</b>
RYLDC Initial Payment	\$4,620	On the Establishment Date
RYLDC 20 Week Payment	\$3,080	At 20 weeks of Continuous Occupation after the Establishment Date
<b>Total</b>	<b>\$7,700</b>	

*Note 1: For the avoidance of doubt, these RYLDC Funds are in addition to other payments of Monies specified in RAC1.*

- 23.2 You agree that RYLDC Funds:
- (a) are intended to cover all costs associated with the provision of activities and assistance under RYLDC, as specified in this Agreement; and
  - (b) may only be used by You for this purpose.

*Note: You are not entitled to receive any RYLDC Funds in relation to RJCP Ineligible Participants.*

### 24. Early Payments

24.1 You may request an Early Payment from Us in order to accommodate the costs of a particular proposed activity under RYLDC.

24.2 We may, at Our absolute discretion, pay a RYLDC 20 Week Payment for one or more RYLDC Places:

- (a) at their respective Establishment Dates; or
- (b) at such other times prior to 20 weeks of Continuous Occupation for each RYLDC Place, as determined by Us at Our absolute discretion,

in order to accommodate the proposed activity under RYLDC referred to at clause 24.1.



- 24.3 In making an Early Payment, We may impose any conditions that We think fit.
- 24.4 If We decide to make an Early Payment, You must:
- (a) issue Us with a Tax Invoice for the Early Payment which identifies You, the number of RYLDC Places for which the Early Payment is claimed, the financial year to which the claim relates and to which of Your Region(s) it applies; and
  - (b) keep a copy of that Tax Invoice and any other Documentary Evidence for Early Payments as specified in any Guidelines.
- 24.5 On and from the date on which We pay an Early Payment to You, We will offset all valid claims for RYLDC Funds made under this Agreement, until the total of the offset of valid claims equals the total of all Early Payments paid to You.
- 24.6 If, at the completion of this Agreement, the total of the offset valid claims for RYLDC Funds is less than the amount of all Early Payments paid to You, the difference will constitute a debt owed to the Commonwealth for the purposes of clause 23 [Repayment of Monies paid under this Agreement] of the General Terms and Conditions, if and when the Commonwealth Notifies You that it elects to recover the difference as a debt.

## 25. Acquittal and refund of RYLDC Funds

- 25.1 You must acquit the RYLDC Funds by submitting to Us at the end of each financial year during the Term of this Agreement:
- (a) a statement detailing expenditure of the RYLDC Funds that has been certified by Your Chief Executive Officer or equivalent; and
  - (b) a statutory declaration stating:
    - (i) that the RYLDC Funds paid during the relevant financial year were spent in accordance with this Agreement; and
    - (ii) taking into account the allowances under clause 5, how many completed RYLDC Places delivered during the relevant financial year were:
      - (A) Continuously Occupied for 52 weeks; and
      - (B) not Continuously Occupied for 52 weeks,from their Establishment Dates.
- 25.2 If a completed RYLDC Place is declared as not being Continuously Occupied for 52 weeks from its Establishment Date in accordance with clause 25.1(b)(ii)(B), You must:
- (a) advise Us in writing of the number of weeks that the RYLDC Place was not Continuously Occupied; and

- (b) in accordance with any Notice from Us, refund to Us the RYLDC Funds paid in relation to the RYLDC Place for the number of weeks that the RYLDC Place was not Continuously Occupied.

*Note: Clause 5 applies to the calculation of the period that a RYLDC Place is Continuously Occupied for the purposes of clause 25.2.*

## 26. Auditing of RYLDC Funds

- 26.1 We may conduct random audits of You with regard to the expenditure of RYLDC Funds and the Continuous Occupation of RYLDC Places, to ensure that RYLDC Funds are being spent in accordance with this Agreement.
- 26.2 You must fully cooperate with any such audits in accordance with clauses 32 and 38 of the General Terms and Conditions.
- 26.3 You must:
  - (a) have and retain Documentary Evidence, in accordance with any Guidelines, of:
    - (i) Your expenditure of RYLDC Funds; and
    - (ii) the Continuous Occupation of RYLDC Places; and
  - (b) if requested by Us, within 10 business days of Our request, provide the Documentary Evidence referred to at clause 26.3(a) to Us.
- 26.4 If You do not comply with a request under clause 26.3(b), We may recover the relevant RYLDC Funds from You in accordance with clauses 20.12(d) and 20.12(e) of the General Terms and Conditions.

**ATTACHMENT 4: OTHER CHANGES TO THE AGREEMENT****Changes to the Particulars**

- Not applicable.

**Changes to the Activity Schedule**

- The details in the Activity Schedule are changed to the details set out in the following Table 1:

**TABLE 1:**  
**Remote Jobs and Communities Program Funding Agreement 2013-2018**  
**Activity Schedule: Funding Agreement and Activity Details**

---

**Item 1**            **Account Manager** (Annexure 1 to the Remote General Terms and Conditions)

**Account Manager**

s22(1)

Physical Address:

s22(1)

Postal Address:

s22(1)

Contact phone number: s22(1)            Mobile: s22(1)  
 Email: s22(1) @network.pmc.gov.au

**Item 2**            **Contact Person** (Annexure 1 to the General Terms and Conditions)

Contact s22(1)  
 Position s22(1)  
 Telephone s22(1)            Mobile s22(1)  
 Fax s22(1)            Email s22(1)

**Item 3**            **Services Start Date** (Annexure 1 to the General Terms and Conditions) (previously known as 'Activity Start Date')

s22(1)

**Item 4**            **Services End Date** (Annexure 1 to the General Terms and Conditions) (previously known as 'Activity End Date')

s22(1)

**Item 5**            **Account Details for Payment**

Bank BSB Number	Bank Account Number	Bank Account Name
s22(1)	s22(1)	s22(1)

Bank Name	Bank Branch
s22(1)	s22(1)

**Item 6 Your Region(s), Sites and timing of Activities**

6.1 Your Region(s)	6.2 Site(s)	6.3 Site days of operation	6.4 Site hours of operation
Annexure 1 to the General Terms and Conditions	Annexure 1 to the General Terms and Conditions	Clause 8.1(c)(ii) of the General Terms and Conditions	Clause 8.1(c)(ii) of the General Terms and Conditions

s22(1)

s22(1)

**Item 7 Your Region Coverage**

<b>7.1</b> <b>Your Region(s)</b>  Annexure 1 to the General Terms and Conditions	<b>7.2</b> <b>Your Region Coverage</b>  Annexure 1 to the General Terms and Conditions
s22(1)	s22(1)

**Item 8 Approved subcontractors (Clause 13.2 of the Remote General Terms and Conditions)**

s22(1)

**Item 9 RYLDC Places per financial year (RAC2)**

s22(1)

# FUNDING AGREEMENT 2013 – 2018

## Community Development Programme

### General Terms and Conditions

#### GENERAL TERMS AND CONDITIONS

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# General Terms and Conditions

## Reader's guide to this Agreement

This Agreement consists of:

- (a) the Particulars;
- (b) this document (the General Terms and Conditions);
- (c) the Remote Conditions, namely:
  - (i) the Remote Services (RAC1) ; and
  - (ii) the Remote Youth Leadership and Development Corps (RAC2), but these Remote Conditions only apply for RYLDC Participants who commenced their RYLDC Placement before 1 July 2015;
- (d) the Activity Schedule;
- (e) the Annexures; and
- (f) the Guidelines.

The Particulars identifies the Parties to this Agreement (We and You) and contains the signatures of the Parties.

The Activity Schedule sets out specific details about the Agreement and the Services.

This document contains the terms and conditions which are the general rights and obligations of the Parties under this Agreement that apply to the delivery of all of the Services.

The Remote Conditions set out the specific rights and obligations of the Parties under this Agreement that apply to the delivery of specific Services..

This Agreement includes Annexures. Importantly, Annexure 1 to the General Terms and Conditions sets out the definitions for the capitalised terms used in this Agreement.

There are Guidelines which form part of this Agreement. The Guidelines set out further detail and information about Your responsibilities and required actions when performing particular obligations under this Agreement. Please read all parts of this Agreement together and carefully.

We may extend this Agreement for up to five years beyond the Services End Date originally specified for this Agreement (see clause 5).

*Note: The information in this box is provided for guidance only and does not form part of the legal obligations under this Agreement (see clause 3.3).*

## OPERATIVE PROVISIONS

# General Terms and Conditions

## PART A INTRODUCTION

### 1. Objectives

- 1.1 The Community Development Programme supports the provision of a jobs, participation and community development service in remote Australia. The Objective of the Community Development Programme is to:
- (a) support WfD Participants in remote Regions of Australia participating in Activities as part of continuous participation in Work for the Dole, to build their job readiness and contribute to the community;
  - (b) support Eligible Job Seekers to build skills and get a job, including through participating in Activities that contribute to the strength and sustainability of their communities; and
  - (c) work in partnership with Employers to place Eligible Job Seekers into jobs and support Eligible Job Seekers to remain in a job.

### 2. Definitions

- 2.1 In this Agreement, unless the contrary intention appears, all capitalised terms have the meaning given to them in the Definitions in Annexure 1. All other words have their natural and ordinary meaning.

### 3. Interpretation

- 3.1 In this Agreement:
- (a) unless the contrary intention appears, references to 'Us', 'We' and 'Our' apply to the Commonwealth of Australia, acting through the Department of the Prime Minister and Cabinet, or any other agency or body with responsibility for administering this Agreement;
  - (b) words in the singular include the plural, and vice versa;
  - (c) words importing a gender include the other gender;
  - (d) a reference to a person includes a partnership and a body whether corporate or otherwise;
  - (e) unless stated otherwise, a reference to a table, clause, paragraph, sub-paragraph or an Annexure is a reference to a table, clause, paragraph, sub-paragraph or an Annexure in the part of this Agreement in which the reference appears;
  - (f) clause headings or words in bold format are inserted for convenience only, and have no effect in limiting or extending the language of provisions;

## General Terms and Conditions

- (g) all references to dollars are to Australian dollars;
  - (h) unless stated otherwise, a reference to legislation is to legislation of the Commonwealth, as amended from time to time;
  
  - (i) unless stated otherwise, a reference to Guidelines is a reference to the Guidelines as amended by Us from time to time;
  
  - (j) a reference to a website is a reference to the website as amended from time to time;
  
  - (k) an uncertainty or ambiguity in the meaning of a provision of this Agreement will not be interpreted against a Party just because that Party prepared the provision; and
  
  - (l) 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.
- 3.2 No right or obligation in this Agreement is to be read or understood as limiting Your rights to enter into public debate or criticism of Us.
- 3.3 Material contained in any reader's guides, notes or information boxes in this Agreement is for information only, and has no effect in limiting or extending the legal effect of provisions.
- 3.4 Unless stated otherwise, the General Terms and Conditions apply to the interpretation and operation of the other parts of this Agreement.
- 3.5 You agree that Guidelines:
- (a) form part of this Agreement and that You must perform all obligations in this Deed in accordance with any Guidelines, even if a particular clause does not expressly refer to any Guidelines; and
  - (b) may be varied by Us at any time and at Our absolute discretion.

#### 4. Precedence

- 4.1 In the event of any conflict or inconsistency between any part of:
- (a) the General Terms and Conditions;
  - (b) the Remote Conditions;
  - (c) the Activity Schedule;
  - (d) the Annexures; or

## General Terms and Conditions

- (e) any Guidelines,

the material in any one of paragraphs (a) to (d) above prevails, to the extent of any conflict or inconsistency, over the material in a subsequent paragraph.

### 5. Term of this Agreement and Extension

5.1 This Agreement starts on the Services Start Date and ends on the Services End Date.

5.2 We may offer to extend this Agreement:

- (a) for any period(s) of time up to a maximum of five years;
- (b) by sending You a Notice in accordance with clause 60, not less than 30 days before the start of the extension; and
- (c) on the basis of additional terms and conditions, or variations to existing terms and conditions (including the amount of Monies payable to You), as specified in the Notice under clause 5.2(b).

5.3 If You accept Our offer to extend the Term of this Agreement, the Term of this Agreement will be so extended, and, subject to clause 5.2(c), all terms and conditions of this Agreement continue to apply, unless otherwise agreed in writing between the Parties.

### 6. Survival of clauses

6.1 The termination or expiry of this Agreement for any reason does not extinguish or otherwise affect:

- (a) clauses 17 [Information Technology], 22 [Management of Funding], 23 [Repayment of Monies paid under this Agreement], 24 [Assets], 26 [Reports], 28 [Commonwealth Material], 29 [Services Material], 30 [Confidential Information], 31 [Personal Information and Protected Information], 33 [Indemnity], 35 [Insurance], 38 [Evaluation], 43 [Dispute resolution], 45 [Remedies], 51 [Acknowledgment and publicity], 58.15 [Strengthening Organisational Governance] and 59 [Applicable law and jurisdiction]; and
- (b) any provisions, other than those aforementioned, that are expressly specified as surviving, or by implication from their nature are intended to survive.

6.2 Clauses 27 [Records] and 32 [Access to premises and records] apply during the Term of this Agreement and for seven years from the Services End Date.

## General Terms and Conditions

### PART B CONDUCTING THE SERVICES

#### 7. Conducting the Services

7.1 You must carry out the Services:

- (a) to Our satisfaction;
- (b) during the Term of this Agreement;
- (c) in accordance with this Agreement including the Guidelines, and, if accepted by Us, any undertaking given, or representation made by You during the expression of interest process or in Your response to the expression of interest process for this Agreement; and
- (d) in a manner which meets the Objectives.

7.2 If You become aware that You are unable to satisfy or have otherwise failed to comply with the undertakings You have given to Us in accordance with clause 7.1(c) of this Agreement, You must Notify Us immediately of:

- (a) the details of the undertakings which You are unable to satisfy or have failed to comply with; and
- (b) any other information that We request.

7.3 You must not:

- (a) act in a way that in Our view brings, or may bring the Services or any Activities into disrepute; or
- (b) engage in any practice that dishonestly or improperly manipulates Records or the Services with the intention of maximising payments of Monies to You, or otherwise obtaining a benefit for You or any other person.

7.4 You must advise Your officers and employees:

- (a) that they are Commonwealth public officials for the purposes of section 142.2 of the *Criminal Code Act 1995* (Cth); and
- (b) that acting with the intention to dishonestly obtain a benefit for any person is punishable by penalties including imprisonment.

7.5 You must take all reasonable steps to minimise delay or the negative impact of any matter(s) that affects your ability to meet Your obligations under this Agreement.

#### 8. Location of the Services

8.1 Unless otherwise directed by Us, You must:

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- (a) provide the Services, in accordance with Your Region Coverage:
  - (i) in all of Your Region(s);
  - (ii) at all of the Sites; and
  - (iii) at any other locations in Your Region(s) as required in order to ensure that the Services are properly conducted across the entirety of Your Region(s) and for all Eligible Job Seekers in Your Region(s);
- (b) maintain a permanent presence in each of Your Region(s) through:
  - (i) at least one Full-Time Site in each of Your Region(s); and
  - (ii) additional Sites sufficient to properly conduct the Services across the entirety of Your Region(s), for all Eligible Job Seekers in Your Region(s), in accordance with Your Region Coverage; and
- (c) ensure that all of Your Sites are:
  - (i) accessible to people with disability; and



## General Terms and Conditions

- (ii) open for the conduct of the Services on the business days and at the times specified at items 6.3 and 6.4 of the Activity Schedule; and
- (d) provide the Services, in any other Region, as required by this Agreement, or otherwise by Us, and do so in accordance with any Guidelines; and
- (e) take all reasonable steps to avoid acts or omissions which You could reasonably foresee would be likely to cause injury to any persons at the locations from which You deliver the Services.

### 9. Service level expectations

9.1 We provide no guarantee of:

- (a) the numbers of Eligible Job Seekers for any Services or any Activities or in any of Your Region(s); or
- (b) the accuracy of the labour market and information provided by Us in the relevant expression of interest process for this Agreement.

### 10. Service Guarantee

10.1 You must, once it is provided to You by Us:

- (a) conduct the Services in accordance with the Service Guarantee; and
- (b) provide a copy of the Service Guarantee to all Eligible Job Seekers at their Initial Interview; and
- (c) prominently display in Your offices and all Sites, and make available to Eligible Job Seekers, Employers and other users of the Services, promotional Material made available by Us about the Service Guarantee.

### 11. Code of Practice

11.1 In conducting the Services, You must, once it is provided to You by Us:

- (a) comply with the Code of Practice;
- (b) provide a copy of the Code of Practice to all Eligible Job Seekers at their Initial Interview;
- (c) explain the Code of Practice to all Eligible Job Seekers; and
- (d) prominently display in Your offices and all Sites and make available to the public promotional Material made available by Us about the Code of Practice.

## General Terms and Conditions

### 12. Your responsibility

12.1 You are fully responsible for:

- (a) the performance of the Services;
- (b) ensuring Your compliance with the requirements of this Agreement; and
- (c) all costs of meeting Your obligations under this Agreement,

notwithstanding any other matter or arrangement, including subcontracting of the Services or, subject to Our right to step in under clause 46, involvement by Us in the performance of the Services.

### 13. Subcontracting

13.1 Unless We advise You to the contrary, or this Agreement otherwise provides, You must not, without Our prior written approval, subcontract the performance of any obligations under this Agreement. In giving approval, We may impose terms and conditions as We think fit.

13.2 The subcontractors We have approved at the Services Start Date, and any terms and conditions relating to their use, are identified at item 8 of the Activity Schedule.

13.3 You must ensure that in any subcontract You:

- (a) reserve a right of termination to take account of Our right of termination under clauses 47 [Termination with costs and reduction] and 48 [Termination for default] of this Agreement and Our right of revocation of approval of a subcontractor under clause 13.5 of this Agreement; and
- (b) bind the subcontractor, with respect to Us, to all relevant terms and conditions of this Agreement including, but not limited to, clauses 27 [Records], 29 [Services Material], 30 [Confidential Information], 31 [Personal Information and Protected Information], 32 [Access to premises and records], 35 [Insurance], 52 [Negation of employment, partnership or agency] and 58 [Compliance with laws and policies] (including without limitation clause 58.8 [work health and safety], but not including clauses 58.11 to 58.15 [Strengthening Organisational Governance policy]).

13.4 Despite any approval given by Us under clause 13.1 or otherwise, You are responsible for ensuring the suitability of a subcontractor for the work proposed to be carried out and for ensuring that the work meets the requirements of this Agreement.

13.5 We may revoke Our approval of a subcontractor on any reasonable ground by giving written Notice to You. On receipt of the Notice You must, at Your own cost, promptly cease using that subcontractor and arrange their replacement with personnel or another subcontractor acceptable to Us.

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- 13.6 If We revoke Our approval of a subcontractor, You remain liable under this Agreement for the past acts or omissions of Your subcontractors as if they were current subcontractors.
- 13.7 You must not enter into a subcontract under this Agreement with a subcontractor named by the Director of the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).
- 13.8 You must not terminate any approved subcontract in connection with this Agreement, other than one with a Supervisor or a Host, without Our prior written approval.

### 14. Personnel

- 14.1 We may give Notice on reasonable grounds (including regarding actual or suspected serious misconduct) requiring You to remove some or all of Your personnel from work on the Services. If We do so, You must, at Your own cost, promptly arrange for the removal of Your relevant personnel from work on the Services and their replacement with personnel acceptable to Us.
- 14.2 If You are unable to provide acceptable replacement personnel, We may terminate this Agreement under clause 48 [Termination for default].

### 15. Liaison, monitoring and directions

- 15.1 You must:
- (a) liaise with and provide any information to Us, or to any person nominated by Us, as We may reasonably require;
  - (b) immediately comply with all of Our reasonable requests, directions, or monitoring requirements; and
  - (c) immediately Notify Us of any matter or incident that could be damaging to Your reputation or Our reputation should it become publicly known.

### 16. Serious Incident reporting

- 16.1 You must Notify Us immediately of any Serious Incident occurring or any circumstance that could have resulted in the occurrence of a Serious Incident, but did not.
- 16.2 Where a Serious Incident is an accident, or involves serious injury or death, irrespective of whether the injured party makes a claim at the time of the Serious Incident, You must immediately, and in all cases within 24 hours:
- (a) notify Our insurance broker as specified in any Guidelines;

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- (b) submit a Serious Incident report to Our insurance broker (in the form required by Our insurance broker as specified in any Guidelines) giving full details of the accident, injury or death; and
  - (c) provide a copy of the Serious Incident report to the Account Manager.
- 16.3 You must comply with any instructions issued by Us or Our insurance broker in relation to insurance purchased by Us for Eligible Job Seekers.
- 16.4 You must, within 10 business days of a Serious Incident occurring or within any other time period specified by Us, provide a detailed written Report to Us that, at a minimum, includes the following details:
- (a) the nature of, and circumstances surrounding, the Serious Incident;
  - (b) the steps You have taken, and will take, to manage the Serious Incident;
  - (c) the steps You have taken, and will take, to reduce the risk that the Serious Incident will occur in the future;
  - (d) Your plans to manage Eligible Job Seekers that may be affected by the Serious Incident to minimise any disruption to the Services or their Activities; and
  - (e) such other information regarding the Serious Incident that We may require.
- 16.5 Upon receipt of the Report in accordance with clause 16.4, We may either:
- (a) direct You to suspend, vary or terminate the aspect of the Services or Activities affected by the Serious Incident; or
  - (b) direct You to continue the aspect of the Services or Activities affected by the Serious Incident, subject to any conditions that We may Notify,
- and You must immediately comply with such a direction.

## 17. Information Technology

### *Our IT Systems*

- 17.1 You must conduct the Services using Our IT Systems and comply with any directions from Us in relation to such use.

### *Training and technical advice*

- 17.2 Where specified by Us, Your personnel must not access or use specified Our IT Systems until they have successfully completed training that is relevant (as determined by Us) to the use of Our IT Systems, or otherwise provided by Us.

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17.3 You must:

- (a) nominate one or more of Your personnel to receive technical advice from Us on Our IT Systems and to provide advice to Us on technical issues arising from using Our IT Systems ('IT Contact');
- (b) Notify Us of the name(s) of the IT Contact and their contact details;
- (c) ensure that the IT Contact:
  - (i) disseminates technical advice to Your personnel and subcontractors as appropriate, in order to minimise disruption to the Services; and
  - (ii) provides advice, as requested by Us:
    - (A) to assist in resolution of Our IT Systems technical issues; and
    - (B) in relation to Your readiness to utilise Our IT Systems; and
- (d) where the IT Contact details change, Notify Us accordingly.

### *Accuracy and Completeness*

17.4 You must ensure that:

- (a) You enter and record data on Our IT Systems in accordance with any Guidelines and Our directions; and
- (b) all data entered on Our IT Systems is true, accurate and complete.

### *Access and use of Our IT Systems*

17.5 You must provide information technology systems, including an internet connection and computers running web browser applications, which are adequate and appropriate for accessing and using Our IT Systems and carrying out Your other obligations under this Agreement.

*Note: While other web browser applications will most likely work effectively with Our IT Systems, We will be focussed on ensuring full compatibility of systems with Internet Explorer 9 or later versions. Further, while We do not require any particular operating system or hardware, We advise that a higher speed internet connection will better support the upload and download speed of data, and that hardware should be appropriate to supporting the use of web browser applications in an office environment.*

17.6 If any of Your personnel require assistive technology to access Our IT Systems, You must install suitable accessibility software to allow such access.

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### *Our Security Policy and Cybersafety Policy*

- 17.7 You must, when performing Your obligations under this Agreement, comply with Our Security Policy and Our Cybersafety Policy.
- 17.8 You must ensure that a Security Contact for You is appointed at all times during the Term of this Agreement and that at all times We have up to date contact details for the current Security Contact.
- 17.9 Your information technology systems that access and use Our IT Systems must be secure and have security controls in the operating system that:
- (a) protect the data on Our IT Systems from any unauthorised use, including by Your staff, subcontractors and Customers; and
  - (b) protect Your data on Our IT Systems from any unauthorised use, including by Your staff, subcontractors and Customers.
- 17.10 You must take reasonable steps to:
- (a) ensure that security measures such as firewall security and virus protection software are installed and maintained to safeguard equipment and data integrity;
  - (b) prevent the sharing of user identification and passwords among Your staff and subcontractors by putting in place appropriate policies and procedures;
  - (c) terminate Your staff and subcontractor access to Our IT Systems immediately on staff separation or termination or expiration of the subcontracting arrangement; and
  - (d) prevent unauthorised access by Your staff and subcontractors to Our IT Systems.
- 17.11 Subject to clause 27 [Records], where, in relation to Our IT Systems, You give access to electronic Records, or any derivative thereof, to third parties, including, but not limited to:
- (a) third-party hosting entities; or
  - (b) outsourced information technology service providers,

You must ensure that a non-disclosure deed, in the form specified at Annexure 2 to this Agreement, is signed by each relevant third party prior to that third party being granted any such access, and only grant such access in accordance with Our Security Policy, Our Cybersafety Policy and any Guidelines.

### *Detection and reporting of breaches*

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- 17.12 You must (through Your Security Contact) report all breaches of IT security, including where Your personnel suspect that a breach may have occurred or that a person may be planning to breach IT security, to the Account Manager.

*Note: We monitor all use of Our IT Systems and through this, and other means may detect a breach, potential breach or planned breach of IT security.*

- 17.13 When reporting a breach or suspected breach to Us, You may propose a course of action aimed at ensuring that the breach is terminated quickly and does not occur again, including temporary suspension of a user's access, counselling and/or disciplining a user. Where this occurs, We may, at Our absolute discretion:

- (a) agree to such a proposal;
- (b) impose requirements and conditions in addition to Your proposal; and
- (c) agree not to impose any additional access restrictions.

- 17.14 Where We consider that You may be in breach of this clause 17 or Our Security Policy, or there is a risk of such a breach, We may, at Our absolute discretion, immediately suspend access to Our IT Systems for any one or more of the following:

- (a) any of Your personnel;
- (b) any of Your subcontractors; or
- (c) You,

by providing Notice to You.

- 17.15 Where We determine that You are in breach of, or have previously breached, this clause 17, or Our Security Policy, We may immediately take action including, but not limited to, any one or more of the following:

- (a) suspending or terminating access to Our IT Systems for:
  - (i) any of Your personnel;
  - (ii) any of Your subcontractors; or
  - (iii) You;
- (b) requiring You to obtain new logon details for any of Your personnel or Your subcontractor; or
- (c) requiring You to prepare and implement an IT security plan to Our satisfaction.

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- 17.16 Any action We take under clauses 17.14 and 17.15 do not limit any other rights We have under this Agreement or under the law.
- 17.17 If We Notify You that access to Our IT Systems is revoked for particular personnel of Yours or Your subcontractors, You must immediately take all actions necessary to terminate that access.

### *Cybersafety Policy*

- 17.18 For the purposes of Our Cybersafety Policy below:

**'Clients'** means persons who may use Your computers and/or other digital technology that is supported through public funding provided pursuant to this Agreement and includes but is not limited to You, Your staff 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, and particularly children, and may include but is not limited to having a policy in place regarding appropriate use and protection for Clients, installation of filters, audits and provision of information or training to Your staff regarding the risks of, and protection from, inappropriate or harmful online content.

- 17.19 Our Cybersafety Policy is that, where You are funded by Us to carry out Services using computers and/or other digital technology, the safety of Clients when using those computers and/or other digital technology must be assured.
- 17.20 You must take Reasonable Steps to protect Your Clients' cybersafety.
- 17.21 If We give You a Notice requiring it, You must provide Us, within 10 business days of receiving the Notice, with evidence satisfactory to Us that You have complied with the requirements of this Cybersafety Policy.
- 17.22 You agree to include Your obligations in relation to this Cybersafety Policy in all subcontracts that You enter into in relation to the Services or part of the Services.
- 17.23 If the Guidelines indicate that Our Security Policy or Our Cybersafety Policy has been changed or replaced (or We Notify You of this), You must comply with any requirements in the Guidelines or Notice in relation to the new or changed policy requirements.

## 18. Use of interpreters

### *Use of interpreters*

- 18.1 You must, when carrying out the Services, provide an interpreter to facilitate communication between You and Eligible Job Seekers wherever necessary, including where an Eligible Job Seeker requires assistance:



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- (a) to communicate comfortably and effectively with You, 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 their command of English may decrease temporarily; or
  - (d) at group forums or public consultations, where Eligible Job Seekers do not speak or understand English, or have a hearing impairment.
- 18.2 You must provide access to interpreter services fairly and without discrimination, based on Your proper assessment of an Eligible Job Seeker's needs and in accordance with any Guidelines.
- 18.3 Where an Eligible Job Seeker requests the use of an interpreter and You refuse to provide one, You must record the reason for Your decision.
- 18.4 You must meet Your own expenses for the costs of complying with this clause 18.

### *Staff training*

- 18.5 You must ensure that those of Your personnel who, when providing Services, engage with Eligible Job Seekers 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 Us.

### *Record keeping*

- 18.6 You must keep Records of the use of interpreters and do so in accordance with any Guidelines.

## **19. Police and other checks**

### *Complying with applicable State and Territory requirements*

- 19.1 You must not involve a person, including an Eligible Job Seeker or any CDP Ineligible Participant, in work or activities that involve any contact with a Vulnerable Person if:
- (a) the person is prohibited by law from having any contact with a Vulnerable Person; or

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- (b) You or the person have not complied with all Commonwealth and State or Territory legal requirements which apply to the person's employment or engagement in work or activities that involve any contact with a Vulnerable Person.

### *Persons working with Vulnerable Persons*

*Note: Clauses 19.2 and 19.3 are intended to cover people such as Your employees, Supervisors and Mentors, and not Eligible Job Seekers or CDP Ineligible Participants*

- 19.2 You must conduct or facilitate the conduct of a Police Check:
- (a) prior to involving a person in work that involves any contact with a Vulnerable Person; and
  - (b) once every two calendar years during the period that the person is engaged in work that involves any contact with a Vulnerable Person.
- 19.3 In addition to Your obligations under clause 19.1, if a Police Check, or any other check, establishes that a person:
- (a) has a Serious Offence Record, You must, subject to any contrary direction from Us, as relevant, not involve, or cease involving, that person in work that involves any contact with a Vulnerable Person;
  - (b) has pending charges for a Serious Offence or, at any time during the Term of this Agreement, is convicted of a Serious Offence, You must, subject to any contrary direction from Us, as relevant, not involve, or cease involving, that person in the Services or an Activity altogether; and
  - (c) has an Other Offence Record or pending charges for an Other Offence, You must:
    - (i) conduct a risk assessment in accordance with any Guidelines for that person within 24 hours of becoming aware of the Other Offence Record or pending charges for an Other Offence; and
    - (ii) subject to clause 19.1, only involve, or continue to involve the person in work that involves any contact with a Vulnerable Person if You:
      - (A) determine that it is reasonable to do so given any reasonably foreseeable risk posed by that person; and
      - (B) take all reasonable steps to ensure that the person does not cause loss or harm to any person.

### *Engaging Eligible Job Seekers or CDP Ineligible Participants in activities that involve contact with a Vulnerable Person*

- 19.4 In addition to Your obligations under clause 19.1, You must, prior to involving an Eligible Job

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Seeker or an CDP Ineligible Participant in activities that involve any contact with a Vulnerable Person, conduct, or facilitate the conduct of, a Police Check of that Eligible Job Seeker or CDP Ineligible Participant.

19.5 If a Police Check establishes that an Eligible Job Seeker or an CDP Ineligible Participant has a Serious Offence Record, an Other Offence Record or pending charges for an Other Offence, You must undertake a risk assessment and take action in accordance with clause 19.3(c) within 24 hours of becoming aware of the relevant record or charges.

19.6 If, at any time after their commencement in the Services or an Activity, a Police Check, or any other check, establishes that an Eligible Job Seeker or an CDP Ineligible Participant:

- (a) has pending charges for a Serious Offence; or
- (b) is convicted of a Serious Offence,

You must:

- (c) in the case of clause 19.6(a), and subject to any contrary direction from Us, not involve, or cease involving, that person in work that involves any contact with a Vulnerable Person; and
- (d) in the case of clause 19.6(b), and subject to any contrary direction from Us, not involve, or cease involving, the person in the Services or any Activities altogether, and in the case of an Eligible Job Seeker, enter a Provider Exit in Our IT Systems for them.

### *Resumption of work or activities that involves contact with a Vulnerable Person*

19.7 Where You have ceased the involvement of a person, including an Eligible Job Seeker or an CDP Ineligible Participant, in work or activities that involves any contact with a Vulnerable Person in accordance with this clause 19 because that person has relevant pending charges and:

- (a) the charges are dropped by the police;
- (b) the charges fail to result in a conviction; or
- (c) We otherwise Notify You that the person can resume involvement in such work or activities,

You may, subject to clause 19.1, immediately resume the person's involvement in work or activities that involves contact with a Vulnerable Person, as relevant, provided that You: (d) determine that it is reasonable to do so given any reasonably foreseeable risk posed by that person; and

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- (e) take all reasonable steps to ensure that the person does not cause loss or harm to any person.

### *Other checks and requirements*

- 19.8 You must, if required in any Guidelines or otherwise by Us, arrange for any other background checks.

### *General*

- 19.9 You must meet Your own expenses for the cost of all checks conducted in accordance with clause 19.

- 19.10 If You fail to comply with any of Your obligations in this clause 19, We may at Our absolute discretion immediately terminate this Agreement under clause 48 [Termination for default].

## **PART C MONIES PAID UNDER THIS AGREEMENT**

### *Monies*

### **20. Monies paid under this Agreement**

- 20.1 Monies paid under this Agreement consist of:

- (a) Work for the Dole Payments;
- (b) Basic Payments;
- (c) Employment Outcomes Payments;
- (d) Employer Incentive Funding;
- (e) If applicable, a one-off amount of Funds in relation to strengthening organisational governance; and
- (f) If applicable, Ancillary Payments, as described in RAC1; and
- (g) to the extent that RAC2 applies, RYLDC Funds.

*Note: 'Payments' includes Work for the Dole Payments, Basic Payments, Employment Outcomes Payments and, if applicable, Ancillary Payments. 'Funding' includes Employer Incentive Funding, any one-off Funding amount in relation to strengthening organisational governance and RYLDC Funds.*

- 20.2 Subject to:

- (a) sufficient funds being appropriated by Us for the Remote Jobs and Community Programme; and

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- (b) compliance by You with this Agreement to Our satisfaction,

We will pay the Monies to Your account specified at item 5 of the Activity Schedule, at the times and in the manner specified in this Agreement. You must not claim Monies from Us where the requirements for payment of those Monies under this Agreement have not been met.

20.3 You must not use the Monies, any Assets or this Agreement:

- (a) as security to obtain, or comply with, any form of loan, credit, payment or other interest; or
- (b) for the preparation of, or in the course of, any litigation.

20.4 You must comply with any terms and conditions specified in RAC1 or RAC2 or the Guidelines in relation to Monies, including obligations in relation to the use of Employer Incentive Funding. You must also comply with any terms and conditions specified in RAC1 or RAC2 in relation to Your obligation to make payments to relevant Employers and Hosts.

### *No additional Monies*

20.5 We:

- (a) are not responsible for the provision of any additional money in excess of the Monies set out in this Agreement; and
- (b) are not required to make any superannuation contributions in connection with this Agreement.

### *No double payments of Monies*

20.6 You acknowledge that, subject to this Agreement, You are not entitled to payment from Us, from other Commonwealth sources or from State, Territory or local government bodies, for providing the same or similar services or activities to Eligible Job Seekers under another agreement, as You provide, and receive Monies for, under this Agreement. We may require You to provide evidence, in a form acceptable to Us, which demonstrates that You are not so entitled and are not receiving such payments.

20.7 For the purposes of clause 20.6, if We determine, in Our absolute discretion, that You are entitled to payment from Us, other Commonwealth sources or State, Territory or local government bodies for providing same or similar services or activities to Eligible Job Seekers as You provide under this Agreement, We may:

- (a) make the payments of Monies;

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- (b) decide not to make the payments of Monies; or
- (c) recover any payments of Monies made by Us as a debt in accordance with clause 23.

### *No charge to Eligible Job Seekers or CDP Ineligible Participants*

20.8 Unless otherwise agreed in writing with Us, You must not demand or receive any payment or other consideration either directly or indirectly from any Eligible Job Seeker or any CDP Ineligible Participant for, or in connection with, the Services.

### *Evidence to support claims by You*

20.9 It is a precondition of Your entitlement to be paid any Monies that You:

- (a) have the ability to provide sufficient Documentary Evidence to prove that You have delivered the relevant Services in accordance with, or have otherwise relevantly complied with, this Agreement;
- (b) have a valid ABN;
- (c) are registered for GST; and
- (d) only if required by Us, have submitted to Us a properly rendered Tax Invoice for payment of Monies.

20.10 For the purposes of clause 20.9, You must retain sufficient Documentary Evidence to prove You were entitled to a payment of Monies under this Agreement for such period as is required under clause 27.2.

20.11 If requested by Us, You must within 10 business days of Our request, provide the Documentary Evidence referred to in clause 20.9 to Us.

20.12 If:

- (a) You do not comply with a request by Us under clause 20.11;
- (b) We have already paid You in relation to the claim for payment of Monies; and
- (c) an extension of time has not been requested and agreed to by Us, then:
- (d) We may assume that You have not conducted the relevant Services in accordance with this Agreement; and
- (e) We may recover the relevant payment of Monies from You as a debt in accordance with clause 23 [Repayment of Monies paid under this Agreement], without prejudice to any other rights that We may have under this Agreement, or at law.

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20.13 We may contact Employers, Eligible Job Seekers and/or any other relevant parties to verify Documentary Evidence provided by You, or to verify Your provision of the Services.

### 21. Taxation

#### *General*

21.1 Subject to this clause 21, all taxes, duties and government charges imposed in Australia or overseas in connection with this Agreement must be borne by You.

#### *GST*

21.2 Unless expressly stated to the contrary, all dollar amounts in this Agreement are inclusive of GST. Where a dollar amount is expressed to be exclusive of GST but is in relation to a Taxable Supply, we will also pay You GST at the time we pay the GST exclusive amount, subject to this Agreement.

21.3 If a payment of Monies is made to You which is not in relation to a Taxable Supply:

- (a) You must promptly tell Us if You become aware that it is not a Taxable Supply;
- (b) the amount payable by Us is an amount exclusive of GST; and
- (c) You must repay to Us any amount paid to You for GST, as directed by Us.

21.4 If a payment of Monies is made to You for which You can claim an Input Tax Credit:

- (a) You must promptly tell Us;
- (b) the amount payable by Us is reduced by the amount of the Input Tax Credit; and
- (c) You must repay to Us any amount overpaid to You, as directed by Us.

21.5 You must:

- (a) immediately Notify Us if You cease to have a valid ABN;
- (b) if requested by Us, immediately supply proof of Your GST registration; and
- (c) immediately Notify Us if there are any changes to Your GST status.

#### *Tax Invoice Requirements*

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- 21.6 You allow Us to issue You with a Recipient Created Tax Invoice (RCTI) and any Adjustment Notes for any Taxable Supplies made by You under this Agreement.
- 21.7 Where We issue an RCTI, We will do so within 28 days of determining the value of the Taxable Supply to which the RCTI relates.
- 21.8 Where We issue an RCTI You must not issue a Tax Invoice or Adjustment Note for the Taxable Supply to which the RCTI relates.
- 21.9 Where an RCTI and an Adjustment Event occurs, We will issue You with an Adjustment Note relating to the Taxable Supply for which the an RCTI was issued within 28 days of the date of the Adjustment Event.
- 21.10 Where We issue an RCTI or an Adjustment Note We may do so by facsimile, email, pre-paid post or through Our IT Systems.
- 21.11 If We decide that We will not issue You with one or more RCTIs, We may direct You to issues Tax Invoices and/or Adjustment Notes to Us. In accordance with any such direction, You must:
- (a) submit a Tax Invoice to Us for any Taxable Supply (You may do this by facsimile, email or pre-paid post) before any Monies are payable to You as consideration for the Taxable Supply;
  - (b) if an Adjustment Event occurs, issue any Adjustment Notes relating to Taxable Supplies for which You have issued a Tax Invoice, within 28 days of the Adjustment Event;
  - (c) not claim from Us any amount for which You can claim an Input Tax Credit;
  - (d) where any debt is repaid, including by offset under clause 23.4, provide Us with an Adjustment Note if required by the GST Act; and
  - (e) ensure Tax Invoices forwarded by You to Us are correctly addressed and include:
    - (i) Your name and ABN;
    - (ii) the agreement number of this Agreement; and
    - (iii) Your account details for payment of the invoice by electronic funds transfer.
- 21.12 If We issue an RCTI and the amount of GST paid by Us is ultimately less than Your GST liability, We will pay to You an additional amount to cover that additional liability.

## 22. Management of Funding

- 22.1 Subject to the Remote Conditions, You must:



## General Terms and Conditions

- (a) ensure that the Funding is held in an account in Your name, and which You solely control, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on a banking business in Australia;
- (b) if directed in writing by Us, ensure that the account is:
  - (i) established solely to account for and administer the Funding; and
  - (ii) separate from Your other accounts;
- (c) on request from Us, provide Us and the authorised deposit-taking institution with an authority for Us to obtain all details relating to any use of the account;
- (d) identify the receipt and expenditure of the Funding separately within Your accounting Records so that at all times the Funding is identifiable and ascertainable; and
- (e) acquit the Funding, to Our satisfaction, in accordance with the relevant provisions of the Remote Conditions and any Guidelines.

22.2 If You earn any amount of interest on the Funding, You must account for and treat that amount as if it were Funding.

### 23. Repayment of Monies paid under this Agreement

23.1 In addition to any other rights We may have under this Agreement or at law, and subject to clause 23.5, if at any time, We at Our absolute discretion determine that:

- (a) an overpayment has occurred, including where an invoice is found to have been incorrectly rendered after payment of Monies;
- (b) You have obtained Monies that You are not entitled to; or
- (c) some or all of the Funding:
  - (i) has not been dealt with by You in accordance with this Agreement to Our satisfaction; or
  - (ii) has not been acquitted to Our satisfaction,

then the relevant amount is a debt owed to Us, if We give You Notice of the same.

*We may recover a debt*

23.2 Subject to clause 23.5, any debt in accordance with clause 23.1:

## General Terms and Conditions

- (a) may be recovered as a debt by Us from You without further proof of the debt by Us being required; and
- (b) must be repaid by You to Us within 30 days of receiving a Notice from Us, or within any other time period which We specify in the Notice or which We subsequently agree in writing.

### *Interest*

- 23.3 If a debt is not repaid to Us within the period of notice referred to in clause 23.2(b), Interest accrues on that debt, and is payable by You to Us, from the end date of the period of notice until the debt is paid in full.

### *Offsetting*

- 23.4 We may recover a debt under clause 23.2(a) including any Interest owed under clause 23.3, by offsetting part or all of the debt and any Interest owed against any amount due to You under:
- (a) this Agreement;
  - (b) any other arrangement between You and Us;
  - (c) any arrangement between You and any agency of the Commonwealth other than Us; or
  - (d) any two or more of paragraphs (a), (b) or (c).

### *We may issue You with directions regarding debts relating to Funding*

- 23.5 If a debt arises under clause 23.1(c), We may, instead of issuing a Notice under clause 23.1 and undertaking debt recovery in accordance with clause 23.2, by Notice, issue You with directions to deal with all or part of the relevant Funding in accordance with such conditions as We think fit.
- 23.6 If You fail to comply with the Notice issued under clause 23.5, We may proceed to recover the relevant Funding or any part thereof in accordance with clause 23.2.

*Note: Clause 21 sets out Your obligations in relation to GST in connection with this clause 23.*

## **24. Assets**

- 24.1 Subject to any terms to the contrary in the Remote Conditions or any Guidelines, You must not use the Funding to purchase or create any Asset without getting Our prior written approval. In giving Our approval, We may impose such conditions as We think fit.
- 24.2 Subject to:
- (a) this clause 24;

## General Terms and Conditions

- (b) the Remote Conditions; and
- (c) any interests that We may have in any Asset,

You own all Assets.

24.3 Clauses 24.5, 24.6 and 24.7 do not apply to any Asset which We own outright.

24.4 During the Term of this Agreement, You must:

- (a) use each Asset in accordance with this Agreement and only for the purposes of the Services;
- (b) not, without Our prior written approval, encumber or Dispose of any Asset, or deal with or use any Asset, other than in accordance with this clause 24;
- (c) safeguard all Assets against theft, loss, damage, or unauthorised use;
- (d) maintain all Assets in good working order;
- (e) maintain all appropriate insurances for all Assets to their full replacement value, noting Our interest in the Asset under this Agreement, and provide satisfactory evidence of this on request from Us;
- (f) maintain registration and licensing of each Asset required by law to be registered or licensed; and
- (g) take full responsibility for, and bear all risks relating to, the use and Disposal of all Assets.

24.5 We may require You to pay to Us a proportion of the market value of an Asset which is equivalent to Our contribution to the purchase of the Asset or, if the Asset is transferred to You from a Former CDEP Provider or was acquired by You using funding provided to You under a CDEP Programme Funding Agreement, an amount which is less than or equal to the value of the grant that the Commonwealth or the Aboriginal and Torres Strait Islander Commission (or one of its predecessors) provided to the Former CDEP Provider or You (as the case may be) for its acquisition:

- (a) if You sell or otherwise dispose of the Asset during the Term of this Agreement (which must be with Our prior written consent and subject to any conditions We may impose); or
- (b) on completion of the Term of this Agreement.

## General Terms and Conditions

- 24.6 If You fail to make payment as required by clause 24.5 within 20 business days of receiving written Notice from Us:
- (a) You must pay Us Interest on the amount from the date it was due, for the period it remains unpaid; and
  - (b) the amount and any Interest are recoverable by Us as a debt due to Us by You, without further proof of the debt by Us.
- 24.7 Subject to any contrary written direction from Us, if an Asset is lost, damaged or destroyed, You must reinstate the Asset at Your own cost, including from the proceeds of the insurance, and this clause 24 continues to apply to the reinstated Asset. Any surplus from the proceeds of the insurance must be Notified to Us and used and accounted for as Funding under this Agreement.
- 24.8 You:
- (a) must maintain, during the Term of this Agreement, an assets register which records for each Asset:
    - (i) the date of its creation or acquisition;
    - (ii) its purchase price, as relevant;
    - (iii) its description; and
    - (iv) its location; and
  - (b) must immediately provide copies of Your assets register to Us, if We so request.
- 24.9 You must develop an assets disposal plan for the continued use and Disposal of each Asset listed in the assets register required under clause 24.8, and do so in accordance with any Guidelines.
- 24.10 Subject to clause 24.11, at the Services End Date, You must Dispose of each Asset in accordance with the assets disposal plan required under clause 24.9 with the effect that neither You nor any Related Entity, obtains any material or commercial benefit from the Disposal or subsequent use of that Asset.
- 24.11 On the Services End Date or earlier termination of this Agreement, We may give You directions on how to deal with Assets, and You must comply with any such directions. Without limiting this clause, We may direct You to transfer the Asset to another CDP Provider or another third party, at a cost that takes into account and reflects Our contribution to that Asset (as calculated in accordance with clause 24.5). For clarity, if We contributed the full cost of the Asset, Our direction under this clause may require the Asset to be transferred at no cost to the new CDP Provider or other third party. For clarity, in this clause, 'transfer' includes the transfer of a lease.

## General Terms and Conditions

### 25. We may vary payments of Monies, numbers and places

- 25.1 We may, at any time, vary payments of Monies, the number of RYLDC Places, and/or the boundaries of Your Region(s), for all or part of the Term of this Agreement, by Notice:
- (a) based on Our assessment of projected changes to labour market conditions in one or more Regions (including past and/or future projected demand by Eligible Job Seekers); or
  - (b) acting reasonably, for any other reason as determined by Us at Our absolute discretion.

## PART D REPORTS, MATERIAL AND INFORMATION

### 26. Reports

- 26.1 You must provide Us with the Reports specified in this Agreement including in any Guidelines.
- 26.2 If required by Us, You must provide, from time to time:
- (a) specific Reports on the Services, including, but not limited to, the progress of the Services against this Agreement, including any performance criteria;
  - (b) any other Reports that are required by Us, including Acquittal Reports; and
  - (c) a suitably qualified, informed and authorised representative at any meeting arranged by Us in order to discuss and accurately answer questions relating to any Reports provided by You to Us under this Agreement.

#### *Form and content of Reports*

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

*Note: You should note that under section 137.1 of the Criminal Code Act 1995 (Cth), giving false or misleading information is a serious offence punishable by penalties including imprisonment.*

- 26.4 Your Reports must be in English and in a form acceptable to Us, and if, in Our opinion, either the form or content of the Report is not satisfactory, You must submit a revised Report to Our satisfaction within 20 business days of Notice to You from Us to do so.

#### *Timeframes for Reports*

- 26.5 You must comply with due dates for Reports as set out in this Agreement including the Guidelines, or as otherwise specified by Us.

## General Terms and Conditions

### *Failure to provide satisfactory Reports*

26.6 If You are more than 20 business days overdue in providing Your Report to Us, or the Report is not to Our satisfaction, We may take action under clause 45 [Remedies].

### *Financial reports and guarantees*

26.7 Subject to clause 26.9, You must, for the Term of this Agreement, provide Us with Your financial statements:

- (a) within 20 business days of Your 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 a financial year.

26.8 If You are an Application Group or a partnership, then You must provide one copy of the consolidated financial statements for the Application Group or partnership, if available, and individual annual financial statements for each member of the Application Group.

26.9 If required by Us, You must provide Us with:

- (a) financial statements in a form, with the content and at a frequency, as directed by Us; and
- (b) within 20 business days of the relevant direction by Us, a financial guarantee in a form and in terms satisfactory to Us.

26.10 For the purposes of clauses 26.7 to 26.9, where audited financial statements are created for You, You must provide them to Us.

### *Other financial reports*

26.11 In addition to any other rights We have under this Agreement, We may at any time direct You to provide Us with any information We may reasonably require to determine to Our satisfaction that You have sufficient financial resources to continue carrying on business, and You must comply with Our direction within the timeframe We specify.

## **27. Records**

27.1 You must make and keep full and accurate Records of the conduct of the Services including Eligible Job Seeker Services Records, the Customer Feedback Register, and any other Material as set out in the Records Management Instructions.

27.2 Subject to Your obligations under clause 31 and any Records Management Instructions, Records must be retained by You for seven years after the Services End Date.

## General Terms and Conditions

27.3 You must:

- (a) store;
- (b) restrict access to; and
- (c) transfer,

all Records created under this Agreement in accordance with:

- (d) the Records Management Instructions;
- (e) Our Security Policies; and
- (f) where relevant, Your Privacy Act obligations.

27.4 You must keep financial accounts and Records of Your transactions and affairs regarding payments of Monies that You receive from Us under this Agreement:

- (a) in accordance with Australian Equivalents to International Financial Reporting Standards; and
- (b) such that:
  - (i) all payments of Monies made by Us are clearly and separately identified; and
  - (ii) an auditor or other person may examine them at any time and thereby ascertain Your financial position.

## 28. Commonwealth Material

28.1 Ownership of all Commonwealth Material, including Intellectual Property Rights in that Material, remains vested at all times in Us but We grant You a licence to use, copy and reproduce that Material only for the purposes of this Agreement in accordance with the following conditions or restrictions:

- (a) the licence in this clause 28.1 is revocable on 10 business days' Notice by Us, and expires on the Services End Date; and
- (b) any additional conditions or restrictions set out in any Guidelines or which We otherwise Notify You of.

28.2 You must keep safely and maintain Commonwealth Material You have been given for the purposes of this Agreement.

28.3 Unless We direct You otherwise in writing or in any Guidelines, You must

## General Terms and Conditions

- (a) return to Us;
- (b) transfer to any entity nominated by Us; or
- (c) destroy,

any Commonwealth Material remaining in Your possession at the Services End Date no later than 10 business days after the Services End Date.

### *Commonwealth Coat of Arms*

- 28.4 You must not use the Commonwealth Coat of Arms in relation to this Agreement, except as provided in any Commonwealth Material and in accordance with any Guidelines.

## 29. Services Material

### *Ownership*

- 29.1 Subject to this clause 29, You own the Services Material and the Intellectual Property Rights in Services Material immediately on their creation. Existing Material and the Existing IPR may be owned by You or a third party.

### *Licences*

- 29.2 You grant to Us (or must arrange for the grant to Us of) a permanent, irrevocable, free, worldwide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt and exploit the Intellectual Property Rights in the Services Material for any Commonwealth purpose.
- 29.3 This clause 29 does not affect the ownership of any Intellectual Property Rights in any Existing Material. However, You grant to Us (or must arrange for the grant to Us of) a permanent, irrevocable, free, worldwide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt and exploit the Intellectual Property Rights in the Existing Material, with the exception of commercial off-the-shelf software, for any Commonwealth purpose.
- 29.4 If You become aware that We will require a licence for commercial off-the-shelf software in order to exercise Our rights under the licences granted under this clause 29 You must notify Us immediately and provide Us with all the necessary details to obtain a licence over such software including the name, version and manufacturer of the software.
- 29.5 You agree that the licences granted in this clause 29 include a right for Us to licence the Services Material and the Existing Material to the public under a Creative Commons Attribution 3.0 Australia licence [see <http://creativecommons.org/licenses/by/3.0/au/deed.en>]. Prior to the expiration of the Services End Date, You must provide Us with all author or licensor attribution details in order for Us to comply with the Creative Commons Licence conditions.



## General Terms and Conditions

### *Use of Services Material*

- 29.6 If You are an Author (either the sole or a joint Author) of any Services Material or Existing Material, You consent to the performance of the Specified Acts by Us or any person licensed by Us to use, reproduce, adapt and exploit that Services Material or Existing Material.
- 29.7 You agree:
- (a) to obtain from each Author (other than You) of any Services Material or Existing Material (with the exception of commercial off-the-shelf software) a written consent to the performance of the Specified Acts (whether occurring before or after the consent is given) by Us or any person licensed by Us to use, reproduce, adapt and exploit that Services Material or Existing Material (with the exception of commercial off-the-shelf software); and
  - (b) upon request, to provide the executed original of each consent to Us.

### *General*

- 29.8 You must comply with any request that We make of You at any time to bring into existence, sign, execute or otherwise deal with any document that may be necessary or desirable to give effect to this clause 29.
- 29.9 You warrant that You are entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Services Material in accordance with this clause 29.
- 29.10 If requested by Us, You must provide Us with a copy of any Services Material in the form requested by Us.

### *Our compliance with section 6C of the Freedom of Information Act 1982 (Cth)*

- 29.11 If this Agreement is a Commonwealth contract, and We receive a request for access to a document relating to the performance of this Agreement which was created by, or is in the possession of:
- (a) You; or
  - (b) any of Your subcontractors,

You must immediately on receipt of a written Notice from Us provide Us with the document as specified in the Notice.

- 29.12 In clause 29.11, 'document', 'Commonwealth contract' and 'subcontractor' have the same meaning as in the *Freedom of Information Act 1982 (Cth)*.

## General Terms and Conditions

### 30. Confidential Information

30.1 Subject to clause 30.5:

- (a) You must not, without Our prior written approval, disclose any of Our Confidential Information to a third party; and
- (b) We must not, without Your prior written approval, disclose any of Your Confidential Information to a third party.

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

30.3 We may at any time require You to arrange for any person engaged in, or in relation to, the performance or management of this Agreement to give written undertakings, in a form required by Us, relating to the non-disclosure of Our Confidential Information.

30.4 If You receive a request under clause 30.3, You must promptly arrange for all undertakings to be given and if We request it, promptly provide Us with a copy of the undertakings.

30.5 The obligations on the Parties under this clause 30 will not be breached if information:

- (a) is disclosed by Us to any Commonwealth Minister or his or her staff;
- (b) is disclosed by Us, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- (c) is disclosed by Us within Our organisation, to another agency or to the Torres Strait Regional Authority, where the disclosure serves the Commonwealth's legitimate interests;
- (d) is authorised or required by law to be disclosed; or
- (e) is in the public domain otherwise than due to a breach of this clause 30.

30.6 Nothing in this clause 30 limits Your obligations under clause 31 [Personal Information and Protected Information] or clause 32 [Access to premises and records].

### 31. Personal Information and Protected Information

31.1 You agree to:

- (a) comply with the Privacy Act, including the Australian Privacy Principles, when doing any act or engaging in any practice in relation to Personal Information for the purposes of this Agreement;
- (b) not to do anything which, if done by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the Privacy Act;

## General Terms and Conditions

- (c) deal with Personal Information received, accessed, created or held by You for the purposes of this Agreement only to fulfil Your obligations under this Agreement and in accordance with any conditions or restrictions specified in any Guidelines;
  - (d) comply with any relevant Commonwealth policies, including the Department of the Prime Minister and Cabinet's privacy policy, as described in the Guidelines or Notified to You from time to time; and
  - (e) ensure that no Personal Information is transferred outside of Australia, and ensure that You do not allow access to Personal Information from a location outside of Australia, unless We have agreed in writing otherwise,
- and ensure that all of Your personnel and subcontractors comply with these obligations.

31.2 An act done or a practice engaged in by You or a subcontractor to meet (directly or indirectly) an obligation under this Agreement

- (a) is authorised by this clause 31 for the purposes of sub-sections 6A(2) and 6B(2) of the Privacy Act even if the act or practice is inconsistent with an Australian Privacy Principle or an APP code (as defined in the Privacy Act) that applies to You or the subcontractor; but
- (b) is subject to the other obligations in this Agreement including this clause 31.

31.3 You must ensure that when handling Protected Information, You comply with the requirements under Division 3 [Confidentiality] of Part 5 of the *Social Security (Administration) Act 1999* (Cth).

31.4 In this clause 31, "received" includes "collected".

## 32. Access to premises and records

### *General access rights*

32.1 As relevant to the Services, You must at all reasonable times give any of Our employees (on production of photo identification) or anyone authorised in writing by Us:

- (a) reasonable access to:
  - (i) Your premises and Sites;
  - (ii) Your information technology systems;
  - (iii) all Material, including Material relevant to determining Your:
    - (A) financial viability; and

## General Terms and Conditions

- (B) compliance with relevant work, health and safety and industrial relations legislation; and
- (iv) Your personnel; and
- (b) reasonable assistance to:
  - (i) inspect Your Sites or premises;
  - (ii) inspect the performance of Services (including any Activities); and
  - (iii) locate, inspect, copy and remove, all Material including data stored on Your information technology systems.

### *Limitation on access rights*

32.2 Subject to clause 32.3, the rights referred to in clause 32.1 are subject to:

- (a) the provision of reasonable prior notice to You; and
- (b) Your reasonable security procedures.

### *Investigation of breaches and fraud*

32.3 If a matter is being investigated that, in Our opinion, may involve:

- (a) an actual or apprehended breach of the law;
- (b) a breach of this Agreement; or
- (c) fraud,

clause 32.2 does not apply, and Our employees and persons authorised by Us, may remove and retain Material and original Records that are relevant to the investigation, including items stored on an electronic medium, provided that they return a copy of all relevant Records to You, or the relevant Material and original Records, 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).*

## **PART E      MANAGING RISK**

### **33.      Indemnity**

- 33.1 In this clause 33, "fault" means any negligent or unlawful act or omission or wilful misconduct.

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33.2 You agree to indemnify Us against any:

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

arising from:

- (d) any act or omission by You, or any of Your employees, agents, or subcontractors in connection with this Agreement, where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense;
- (e) any breach by You or any of Your employees, agents, or subcontractors of obligations or warranties under this Agreement;
- (f) any use or disclosure by You, Your officers, employees, agents or subcontractors of Personal Information held or controlled in connection with this Agreement; or
- (g) the use by Us of the Services Material or Existing Material, including any claims by third parties about the ownership or right to use Intellectual Property Rights (including moral rights) in the Services Material or Existing Material.

33.3 Your liability to indemnify Us under this clause 33 will be reduced proportionately to the extent that any fault on Our part contributed to the relevant loss, damage, expense, or liability.

33.4 Our right to be indemnified under this clause 33 is in addition to, and not exclusive of, any other right, power, or remedy provided under this Agreement or by law, but We are not entitled to be compensated in excess of the amount of the relevant loss, damage, expense or liability.

### 34. Liability

#### *Joint and several liability*

34.1 To the extent permitted by law, where:

- (a) more than one Party is signatory to this Agreement as 'You' – each of those Parties;
- (b) You are a partnership, each partner; or
- (c) You are an Application Group, each member of the Application Group;

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is jointly and severally liable for:

- (d) the performance of all of Your obligations under this Agreement; and
- (e) all losses caused by any subcontractor engaged for the purpose of this Agreement.

### *Proportionate liability*

34.2 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 Agreement 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 59 [Applicable law and jurisdiction], this clause 34 applies to all and any rights, obligations and liabilities under, or in connection with, this Agreement whether such rights, obligations or liabilities arise in the state of New South Wales or elsewhere in Australia.

34.3 The Parties agree that, in addition to clause 34.2, to the extent permitted by law:

- (a) the operation of Part 9A of the *Civil Liability Act 2002* (Tas) is excluded in relation to all and any rights, obligations and liabilities arising in or connected with the state of Tasmania;
- (b) the operation of Part 1F of the *Civil Liability Act 2002* (WA) is excluded in relation to all and any rights, obligations and liabilities arising in or connected with the state of Western Australia; and
- (c) the operation of Part 1F of the *Civil Liability Act 2002* (WA)(CI) and the operation of Part 1F of the *Civil Liability Act 2002* (WA)(CKI) are excluded in relation to all and any rights, obligations and liabilities arising in or connected with the territory of Christmas Island and the territory of Cocos (Keeling) Islands, respectively,

under, or in connection with, this Agreement whether such rights, obligations or liabilities are sought to be enforced as a breach of contract, a claim in tort or otherwise.

### *Special rules about Application Groups*

34.4 If You are an Application Group, You warrant that each of Your members have given their authority to the member named in this Agreement as the Application Group's lead member to negotiate, bind and act on that member's behalf in relation to this Agreement and any variations thereto.

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### 35. Insurance

35.1 You must, for as long as any obligations remain in connection with the Services, either:

- (a) maintain with an insurance company authorised by the Australian Prudential Regulatory Authority established under the *Australian Prudential Regulatory Authority Act 1988* (Cth); or
- (b) warrant that you have, if You are a self-insurer and We agree that You may self-insure to satisfy Your obligations under this Agreement,

the following insurance:

- (c) public liability for not less than \$10 million for each claim;
- (d) worker's compensation as required by law;
- (e) motor vehicle insurance as required by law for registered vehicles and third property damage motor vehicle with a limit of indemnity of not less than \$20 million for each and every occurrence for all motor vehicles used by You in carrying out the Services;
- (f) personal accident insurance coverage providing a sliding scale of benefits (in conformance with current insurance market practices for such policies) with a maximum benefit being not less than \$250,000 per claim that covers Eligible Job Seekers while:
  - (i) on Your premises; and
  - (ii) undertaking Remote Services, but not including undertaking an Activity which is specified in any Guidelines as one that will be covered by Our insurance; and

*Note: We will purchase personal accident insurance, product liability insurance and public liability insurance (the amount and form of which is at Our absolute discretion) that covers Eligible Job Seekers undertaking Activities excluded by clause 35.1(f)(ii).*

(g) professional indemnity for not less than \$5 million for each claim, and in the aggregate, for each year, unless otherwise specified in any Guidelines.

35.2 When requested, You must provide Us, within 10 business days of the request, with evidence satisfactory to Us that You have complied with Your obligations under clause 35.1.

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### 36. Conflict of interest

36.1 You warrant that, to the best of Your knowledge after making reasonable inquiries, at the Services Start Date no Conflict exists or is likely to arise in the performance of Your obligations under this Agreement.

36.2 You must:

(a) ensure that:

(i) each chief executive officer and chief financial officer or equivalent officers in Your organisation; and

(ii) all of Your board members,

sign conflict of interest declarations which:

(iii) record potential or actual conflicts which exist by virtue of their positions, associations or relationships with particular groups; and

(iv) commit the said persons to on-going disclosure of conflicts, through a conflicts register, for the Term of this Agreement; and

(b) provide a copy of the conflicts register referred to in clause 36.2(a)(iv) to Us immediately on request.

36.3 If during the Term of this Agreement, a Conflict arises, or is likely to arise, You must:

(a) immediately Notify Us in writing of that Conflict and of the steps You propose to take to resolve or otherwise deal with the Conflict;

(b) make full disclosure to Us of all relevant information relating to the Conflict; and

(c) take steps as We may, if We choose to, reasonably require to resolve or otherwise deal with that Conflict.

36.4 If You fail to Notify Us under this clause 36, or are unable or unwilling to resolve or deal with the Conflict as required, We may terminate this Agreement under clause 48 [Termination for default].

### 37. Fraud

37.1 You must not engage in fraudulent activity in relation to this Agreement.

37.2 You must take all reasonable steps to prevent fraud upon the Commonwealth, including implementation of an appropriate fraud control plan, a copy of which must be provided to Us on Our request.

37.3 If We determine, at Our absolute discretion, that You have engaged in fraudulent conduct, without otherwise limiting Our rights under this Agreement or at law, We may:



## General Terms and Conditions

- (a) take action under clause 45 [Remedies]; or
- (b) terminate this Agreement immediately in accordance with clause 48.1(g).

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

### PART F ASSESSMENT AND MANAGEMENT OF YOUR PERFORMANCE

#### 38. Evaluation

##### *Cooperation in evaluation activities*

##### 38.1 You agree:

- (a) that We may evaluate the Services, including Your performance;
- (b) that all evaluation activities will be conducted in a mutually cooperative manner, and may include, but are not limited to:
  - (i) Your personnel being interviewed by Us or an independent evaluator nominated by Us; and
  - (ii) You giving Us or Our evaluator access to Your premises and Records in accordance with clause 32 [Access to premises and records];
- (c) to assist Us or Our evaluator in carrying out all evaluation activities that We require to be undertaken; and
- (d) to fully cooperate and participate in any other general research, monitoring or evaluation activities undertaken by Us, or on Our behalf, including a review and final evaluation of the Community Development Programme.

##### *Audits*

##### 38.2 We may at any time appoint an auditor (to be paid for by Us) to conduct an audit of any aspect of the Services, including:

- (a) Your conduct of the Services (including the Activities);
- (b) Your use of RYLDC Funds;
- (c) Your use of any other Funding, including Your receipt, custody and provision of Employer Incentive Funding;

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- (d) one or more individual or Group-based Activities
- (e) Your use of Assets, Your assets register [clause 24.8], and Assets disposal plan [clause 24.9];
- (f) whether You were entitled under this Agreement to be paid Monies that You were paid; and/or
- (g) Your financial viability,

and You must assist the auditor to conduct any audit, including by providing access in accordance with clause 32 [Access to premises and records].

### 39. Performance obligations

39.1 You must conduct the Services:

- (a) to a high professional standard;
- (b) to Our satisfaction; and
- (c) so as to achieve optimum performance when measured against the Key Performance Indicators.

#### *Key Performance Indicators*

39.2 The Key Performance Indicators as 1 July 2015 are as follows:

- (a) KPI 1: Delivery of the Services in accordance with this Agreement; and
- (b) KPI 2: Availability, attendance in and appropriateness of Activities;
- (c) KPI 3: Achievement in Your Region(s) of Your Regional Employment Target.

39.3 If We Notify You of changes to the KPIs from time to time, You must comply with the changed requirements.

39.4 The performance measures and Performance Targets for each of the KPIs are as set out in, or determined in accordance with, the Guidelines.

#### *Performance Targets*

39.5 You must conduct the Services (including the Activities) so as to meet the Performance Targets set out in, or determined in accordance with, the Guidelines.

#### *Performance reviews*

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- 39.6 Throughout the Term of this Agreement, We will monitor, measure and evaluate Your performance against the requirements of this Agreement, including in relation to the Key Performance Indicators and Performance Targets, in accordance with the Guidelines.
- 39.7 For the purposes of clause 39.6, We may rely on performance data collected from any source, including Eligible Job Seekers, Employers, CDP Ineligible Participants, and other individuals and organisations in Your Region(s).

### *Factors in performance assessment*

- 39.8 When assessing Your performance, We may take into account factors including but not limited to:
- (a) Your performance in connecting Eligible Job Seekers to appropriate Activities; (b) Your performance in assisting particular disadvantaged client groups such as Aboriginal and Torres Strait Islander peoples, parents and people with disabilities;
  - (c) Your performance in relation to the building of linkages with Employers to understand and meet the skills needs of the local labour market;
  - (d) Your performance in developing and monitoring Job Plans;
  - (e) Your performance in achieving Your Regional Employment Target, including the proportion of Outcomes in which an Eligible Job Seeker undertakes Employment which gives rise to Employment Outcomes Payments, but that does not result in ongoing Employment after the completion of either a 13 Week Period or 26 Week Period;
  - (f) whether you have complied with all obligations in this Agreement in relation to Employer Incentive Funding;
  - (g) whether you have provided Services to Eligible Job Seekers in accordance with this Agreement;
  - (h) Your compliance with this Agreement;
  - (i) any other information in Our possession or from any source, including CDP Provider feedback;
  - (j) Your performance in providing Post-placement Support to Eligible Job Seekers placed in Employment;
  - (k) Your performance in reporting and managing Eligible Job Seekers' non-attendance in Activities and/or Appointments;
  - (l) Our assessment of the appropriateness of Your Activities, including those conducted by a Host;
  - (m) Your performance in placing WfD Participants into Activities conducted by a Host; and
  - (n) any other factor set out in the Guidelines.

### *Six monthly performance assessments*

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39.9 At the times specified in the Guidelines (or if no time is specified, at least every six months during the Term of this Agreement), We will:

- (a) review Your performance;
- (b) provide feedback and a performance rating to You on Our assessment of Your performance; and
- (c) publish Your performance rating using Our IT Systems and on other government websites,

as described in the Guidelines.

39.10 We may separately review Your performance of the Services for each of:

- (a) Remote Services under RAC1, including:
  - (i) Basic Services under RAC1; and
  - (ii) Remote Employment Services under RAC1; and
- (b) any RYLDC Activities under RAC2.

### *Additional performance assessments*

39.11 We may undertake additional performance assessments of Your performance during the Term of this Agreement:

- (a) at such times as We determine; and
- (b) of any part of the Services or compliance with this Agreement, as We determine.

## **40. Action in relation to poor performance**

40.1 We may, at any time and without limitation of any of Our rights under this Agreement or at law, take any one or more of the actions in accordance with clause 40.2, depending on Your assessed performance.

40.2 If:

- (a) We consider that Your Performance is less than satisfactory; or
- (b) You do not meet a satisfactory level, as specified in the Guidelines, for any Performance Target,  
We may, at Our absolute discretion:
  - (c) work with You to identify why You are not performing satisfactorily, and determine a plan whereby You will be able to perform to Our satisfaction over the next quarter of the Term of this Agreement;

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- (d) work with You to develop Your capacity - including addressing any governance issues or financial management issues, or requiring You to undertake training on capacity building, governance building or financial management;
- (e) work with You to change the strategies You are using to conduct Services in each of Your Region(s);
- (f) increase Our monitoring of You and the Services;
- (g) require repayment of Monies (or offset the repayment of Monies from future Monies due to You) in accordance with this Agreement;
- (h) take action under clause 45 [Remedies]; and/or
- (i) terminate this Agreement.

40.3 Where We take action under clause 40.2(c), 40.2(d) or 40.2(e), We may:

- (a) develop a plan; or
- (b) require You to develop a plan for Our approval,

that sets out Your required actions to address Your performance issues and any relevant undertakings by You, and You must comply with the plan developed under clause 40.3(a) or approved in accordance with clause 40.3(b) to Our satisfaction.

### *Good faith and proportionality*

40.4 We will exercise Our rights under this clause 40 reasonably and in good faith, taking into account the relevant performance.

## **41. Capacity building**

41.1 You must comply with any direction from Us in relation to developing Your capacity, including, but not limited to:

- (a) addressing any governance or financial management issue specified by Us; and/or
- (b) undertaking training on capacity building, governance and/or financial management.

## **PART G CUSTOMER FEEDBACK**

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### 42. Customer feedback process

- 42.1 You must establish and publicise to Your Customers the existence and details of a Customer feedback process which will deal with feedback, including Complaints lodged by Customers, about Your conduct of the Services.
- 42.2 If a Customer is dissatisfied with the results of the Customer feedback process, You must refer the Customer to Our Customer Service Line for further investigation of the matter.
- 42.3 Your Customer feedback process must:
- (a) be consistent with this Agreement, any Guidelines, and where relevant, the Code of Practice and the Service Guarantee; and
  - (b) clearly indicate that Customers may also make a Complaint directly to Us using Our Customer Service Line.
- 42.4 Upon Our request, You must give Us details of the process You have established to manage Customer feedback.

#### *Dealing with Customer feedback*

- 42.5 You must:
- (a) explain the Customer feedback process to Eligible Job Seekers upon first Referral to You, or on Direct Registration or otherwise on initial contact with You, and to Eligible Job Seekers at any time upon request;
  - (b) make copies of the Customer feedback process available to Eligible Job Seekers upon request;
  - (c) ensure that all Complaints You receive are investigated by an appropriately senior staff member;
  - (d) ensure that all other feedback received by You is dealt with appropriately;
  - (e) effectively communicate the outcome of any investigation and any action You propose to take about a Complaint to the complainant and, if requested by Us, to Us;
  - (f) when approached by Us, actively assist:
    - (i) Us in Our investigation of the matter;
    - (ii) in negotiating a resolution to a Complaint;

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- (iii) other authorities in negotiating a resolution to a Complaint, where the relevant Customer has chosen to utilise other legislative complaints mechanisms; and
- (iv) not withhold Services from a complainant or discriminate against a complainant because of a Complaint.

### *Customer Feedback Register*

42.6 You must keep a Customer Feedback Register which includes, but is not limited to, the following information:

- (a) details of all Customer feedback received directly by You, and the outcome of any investigation where relevant;
- (b) details of all Customer feedback referred to You by, or through, Us; and
- (c) in relation to Complaints, details of:
  - (i) the name(s) of the Customer(s) (if known);
  - (ii) if relevant, the name(s) of Your personnel about whom the Complaint refers;
  - (iii) the name of Your staff member handling the Complaint;
  - (iv) the location or community in Your Region(s) to which the Complaint relates;
  - (v) the date of the Complaint;
  - (vi) the nature of the Complaint;
  - (vii) whether the Complaint was referred to You by Us;
  - (viii) key contacts with the complainant and the action taken, including dates;
  - (ix) the outcome of the investigation;
  - (x) the date of finalisation of the response to the Complaint;
  - (xi) any follow-up action required;
  - (xii) if a complainant has been referred to Our Customer Service Line, including the date; and
  - (xiii) any changes to the conduct of Services or procedures, or other actions, resulting from the Complaint.

# General Terms and Conditions

## PART H DISPUTES AND TERMINATION

### 43. Dispute resolution

43.1 Subject to clause 43.3, the Parties agree not to commence any legal proceedings in respect of any dispute arising under this Agreement, which cannot be resolved by informal discussion, until the procedure provided by this clause 43 has been used.

43.2 The Parties agree that any dispute arising during the course of this Agreement is dealt with as follows:

- (a) in the first instance and if relevant, any dispute in relation to this Agreement is to be dealt with through the process outlined in any Guidelines, after which;
- (b) the Party claiming that there is a dispute will send the other Party a written Notice setting out the nature of the dispute;
- (c) the Parties will try to resolve the dispute through direct negotiation by persons who they have given authority to resolve the dispute; and
- (d) the Parties have 10 business days from the receipt of the Notice by the other Party to reach a resolution or to agree that the dispute is to be submitted to mediation or some other alternative dispute resolution procedure, on such terms as is agreed by the Parties,

and if:

- (e) there is no resolution of the dispute;
- (f) there is no agreement on submission of the dispute to mediation or some alternative dispute resolution procedure; or
- (g) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 business days of the submission, or extended time as the Parties may agree in writing before the expiration of the 15 business days,

then either Party may commence legal proceedings.

43.3 This clause 43 does not apply if:

- (a) either Party commences legal proceedings for urgent interlocutory relief;
- (b) action is taken by Us, pursuant to a right afforded to Us under this Agreement, including, without limitation, under clauses 23 [Repayment of Monies paid under



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this Agreement], 32 [Access to premises and records], 45 [Remedies], 47 [Termination with costs and reduction], or 48 [Termination for default]; or

- (c) an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the law by You.

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

43.5 Each Party will bear its own costs in complying with the clause 43.

### 44. Your Suspension

44.1 Without limiting Our rights under this Agreement, or at law, if We are of the opinion that:

- (a) You may be in breach of Your obligations under this Agreement, and while We investigate the matter;
- (b) You have outstanding or unacquitted money under any arrangement, whether contractual or statutory, with the Commonwealth;
- (c) one of the events described at clauses 48.1(c) to 48.1(e) has occurred or may occur; or
- (d) You may be engaged in fraudulent activity, and while We investigate the matter,

We may, in addition to taking any other action under clause 45 [Remedies], and prior to taking action under clause 48 [Termination for default], immediately take action under clause 45.2(a).

44.2 We will Notify You if We exercise Our rights under clause 44.1 within 10 business days after having exercised those rights.

44.3 Notwithstanding any action taken by Us under this clause 44, You must continue to perform Your obligations under this Agreement, unless We agree otherwise in writing.

### 45. Remedies

45.1 Without limiting any other rights available to Us under this Agreement or at law, if:

- (a) You fail to rectify a breach of this Agreement to Our satisfaction within 10 business days of receiving a Notice from Us to do so, or within such other period We specify;
- (b) You fail to fulfil, or You are in breach of, any of Your obligations under this Agreement that are not capable of being rectified, as determined by Us;

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- (c) Your performance of any of Your obligations under this Agreement, is, in Our opinion, less than satisfactory; or
- (d) an event has occurred which would entitle Us to terminate this Agreement in whole or in part under clause 48 [Termination for default],

We may, by providing Notice to You, immediately exercise one or more of the remedies set out in clause 45.2 or clause 46.

45.2 Subject to the Remote Conditions, the remedies We may exercise are:

- (a) suspending any or all of the following:
  - (i) Referrals and Direct Registrations, including at some or all Sites;
  - (ii) any Services being conducted by You; or
  - (iii) any payment of Monies under this Agreement, in whole or in part;
- (b) withholding, or deferring, in part or in full, any payment of Monies payable under this Agreement;
- (c) reducing or not paying specific payments of Monies that would otherwise have been payable in respect of the relevant obligation;
- (d) where We have already made a payment or payments of Monies under this Agreement, recovering, at Our absolute discretion, but taking into account the extent and nature of the breach, some or all of the payment of Monies as a debt;
- (e) reducing RYLDC Places, permanently or temporarily;
- (f) imposing additional financial or performance obligations; and
- (g) reducing the scope of this Agreement, but without Us being liable to make any payment of Monies to You which would be payable to You if the reduction in scope were made under clause 47 [Termination with costs and reduction].

*Note: We will exercise Our rights under this clause 45 reasonably and in good faith, taking account the nature of the relevant breach.*

## 46. Our right to step in

46.1 In this clause 46, 'step in' means Our right to, Ourselves or through a third party:

- (a) take control or management of part or all of the Services; or
- (b) make any other arrangements to complete part or all of the Services, or to otherwise ensure the completion of the Services to Our satisfaction.

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46.2 In accordance with clause 46.1, We may, without limitation to Our other rights under this Agreement or at law, step in.

46.3 If We exercise Our right to step in, You must provide sufficient assistance and cooperation, to Our satisfaction, to enable the Services to continue. The sufficient assistance and cooperation may at Our absolute discretion include, but is not limited to, complying with Our directions within the timeframes specified by Us, in relation to such matters as We determine, including:

- (a) novating or assigning to Us or to Our nominee any of Your contracts with third parties relating to the Services;
- (b) novating or assigning this Agreement or part of this Agreement to a third party nominated by Us;
- (c) assigning to Us, or otherwise assisting Us or Our nominee to obtain all necessary leases, licences, consents and approvals to ensure that We can fully exercise Our rights under this clause 46;
- (d) the transfer of Services Material and Commonwealth Material in Your possession or control; and
- (e) the redirection of Eligible Job Seekers.

46.4 If We incur any costs while exercising Our rights under this clause 46, including, without limitation, costs of engaging any third party in relation to the exercise of Our rights under this clause 46, We may determine, at Our absolute discretion, that these costs are a debt for the purposes of clause 23 [Repayment of Monies paid under this Agreement] of this Agreement and require You to pay to Us the amount of the debt in accordance with that clause.

### 47. Termination with costs and reduction

47.1 We may, at any time by written Notice to You, terminate this Agreement in whole or reduce the scope of this Agreement, without prejudice to the rights, liabilities, or obligations of either Party accruing prior to the date of termination. If We terminate or reduce in scope this Agreement We will only be liable for:

- (a) payments of Monies under the payment provisions of this Agreement that were due before the effective date of termination; and
- (b) subject to clauses 47.3 and 47.4, any reasonable costs incurred by You and directly attributable to the termination or partial termination of this Agreement.

47.2 On receipt of a Notice of termination or reduction in scope You must:

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- (a) stop work as specified in the Notice;
- (b) take all available steps to:
  - (i) minimise loss resulting from the termination or reduction in scope; and
  - (ii) protect Commonwealth Material and Services Material; and
- (c) continue work on any part of the Services not affected by the Notice.

47.3 If there is a reduction in scope of the obligations under this Agreement, Our liability to pay any part of the Funding or to make any Payments will, in the absence of agreement to the contrary, abate proportionately to the reduction in the obligations under this Agreement.

47.4 We are not liable to pay compensation for:

- (a) loss of Your prospective profits for a termination or reduction in scope under this clause 47; or
- (a) loss of any benefits that would have been conferred on You had the termination or reduction not occurred.

### 48. Termination for default

48.1 We may immediately terminate this Agreement in whole or in part by giving written Notice to You of the termination if:

- (a) We are satisfied that any statement, undertaking or representation made by You during the expression of interest process for this Agreement is incorrect, incomplete, false or misleading in a way which may have affected:
  - (i) Our original decision to enter into this Agreement with You;
  - (ii) the terms and conditions of this Agreement; or
  - (iii) action taken by Us under this Agreement;
- (b) You fail to fulfil, or are in breach of any of Your obligations under this Agreement and either:
  - (i) if the breach is rectifiable, You do not rectify the omission or breach to Our satisfaction within 10 business days of receiving a Notice in writing from Us to do so; or
  - (ii) the breach is in Our view not capable of being rectified;
- (c) You are unable to pay all Your debts when they become due or where We otherwise have reason to believe You are or may become insolvent;

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- (d) if You are an incorporated body:
  - (i) You fail to comply with a statutory demand within the meaning of section 459F of the *Corporations Act 2001* (Cth);
  - (ii) proceedings are initiated to obtain an order for Your winding up or any shareholder, member or director convenes a meeting to consider a resolution for Your winding up;
  - (iii) You come under one of the forms of external administration referred to in Chapter 5 of the *Corporations Act 2001* (Cth), *Chapter 11 of the Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth), or equivalent provisions in other legislation, or an order has been made to place You under external administration; or
  - (iv) notice is served on You or proceedings are taken to cancel Your incorporation or registration or to dissolve You as a legal entity;
- (e) if You are an individual, You become bankrupt or enter into a scheme of arrangement with creditors;
- (f) You cease to carry on a business relevant to the performance of the Services; or
- (g) We become expressly entitled to terminate this Agreement under any other provision of this Agreement.

### 49. Liquidated damages

49.1 Notwithstanding any other rights available to Us under this Agreement, or at law, if, after the Services Start Date, You:

- (a) cease to deliver Services, or advise Us that You are not willing or able to deliver the Services, and You have not either:
  - (i) obtained Our consent for the cessation or failure to commence performance of the Services (which We will not unreasonably withhold); or
  - (ii) secured an alternative employment services provider, acceptable to Us, to provide the Services; or
- (b) have in excess of 50 invalid payments of Monies made to You under this Agreement (as determined by Us, but not including any invalid payment which was made solely as a result of Our error), which are identified in any one Compliance Review,

You must, if required by Us, pay Liquidated Damages to Us in the amount of:

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- (c) where clause 49.1(a) applies, \$25,000 per select grant application process and \$50,000 per open grant application process, used to secure an alternative employment services provider acceptable to Us; and
- (d) where clause 49.1(b) applies, \$5,000, and a further \$5,000 for each 100 invalid payments, in excess of the first 100 invalid payments, identified per Compliance Review.

49.2 For the avoidance of doubt:

- (a) clause 49.1(a) does not apply where We reallocate business without going to a grant application process; and
- (b) clause 49.1(b) does not apply where You self-identify invalid payments through Your internal compliance practices and Notify Us of those invalid payments.

49.3 Where clause 49.1(a) or 49.1(b) applies, the Parties agree that all relevant loss and damage will, having regard to the governmental and non-commercial nature of the Services and their significance to the Commonwealth's provision of employment and participation activities, 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 loss incurred by the Commonwealth in relation to:

- (a) in the case of clause 49.1(a), identifying, selecting and entering into contractual relations with an alternative employment services provider to provide Services and transferring Eligible Job Seekers, Records, Monies and relevant Materials to the alternative employment services provider; and
- (b) in the case of clause 49.1(b), administrative costs in processing and resolving invalid claims.

49.4 For the avoidance of doubt, the Liquidated Damages will become a debt due to the Commonwealth for the purposes of clause 23 [Repayment of Monies paid under this Agreement], if and when the Commonwealth Notifies You that it elects to recover the Liquidated Damages as a debt under clause 23.

## 50. Transition out and cooperation to enable continuation of Services

### *Transition Period*

- 50.1 Subject to the Remote Conditions, We may Notify You in accordance with clause 50.2 that We are deeming a Transition Period for any part of, or all of, RAC1 or RAC2.
- 50.2 We will Notify You of the Transition Period not less than 60 business days before the Transition Period is to start. This clause does not apply in relation to the Transition Period for RAC2, which commences on 1 July 2015.

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50.3 If We Notify You under clause 50.2, and in relation to RAC2:

- (a) We will specify the start and end date of the Transition Period in the Notice (except for RAC2, for which the start date will be 1 July 2015 and the end date will be 30 June 2016);
- (b) You must continue to provide, during the Transition Period, all Services which You are required to provide under this Agreement, unless We Notify otherwise;
- (c) the Notice may specify, but is not limited to specifying, any one or more of the following matters:
  - (i) whether all, or only some, of the Services are to be provided and, if only some, which Services are to be provided;
  - (ii) whether any provisions of this Agreement will not apply to the provision of Services during the Transition Period, and if so, which provisions will not apply; and
  - (iii) whether Services are only to be provided in respect of particular areas or Regions, and/or in respect of particular Eligible Job Seekers.

50.4 In relation to RAC2:

- (i) You must continue to provide the Services and Activities described in RAC2 only for all RYLDC Participants who commenced their RYLDC Placement before 1 July 2015; and
- (ii) those Services and Activities must be provided by You until the RYLDC Participant is exited from the RYLDC in Our IT Systems, in accordance with RAC2.

50.5 If We Notify You under clause 50.2, You must comply with the terms of the Notice.  
*Your obligation to assist and cooperate with Us*

50.6 You must, if directed by Us, provide sufficient assistance and cooperation to Us, or to any person nominated by Us, to enable Services and Activities to continue to be provided to an Eligible Job Seeker who is transferred to another employment services provider (or to Us):

- (a) on the termination of this Agreement in whole or in part before the Services End Date;
- (b) at the Services End Date;

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- (c) in accordance with clauses 3.4 to 3.6 [Referral and Registration of Eligible Job Seekers]of RAC1; or
- (d) at any other time for any other reason.

50.7 The sufficient assistance and cooperation You must provide under clause 50.6 will include, as a minimum, complying with Our directions in relation to:

- (a) the transfer of Services Material and Commonwealth Material in Your possession or control; and
- (b) the redirection of Eligible Job Seekers, to any person nominated by Us, or to Us.

### PART I ADMINISTRATION

#### 51. Acknowledgement and publicity

- 51.1 You must, in all publications, promotional and advertising materials, public announcements and activities by You or on Your behalf in relation to the Services, and any products, processes or inventions developed as a result of the Services, acknowledge the financial and other support You have received from Us, in the manner set out in any Guidelines.
- 51.2 You must ensure that all advertisements, promotional activities and any other public relations matters in relation to this Agreement are consistent with the requirements set out in any Guidelines.

#### *Release of information about the Agreement details and Your performance*

- 51.3 We reserve the right to publicise and report on the Services and on the awarding of this Agreement to You, including Your name, the amount of the payments of Monies given to You and the title and a description of the Services.
- 51.4 Where We identify best practice on Your part, You agree that We may disseminate advice of such best practice to others.
- 51.5 You agree that We may publish any information We hold concerning Your performance under this Agreement.

#### 52. Negation of employment, partnership or agency

- 52.1 You are not, by virtue of this Agreement, or for any purpose unless specifically provided for under this Agreement, deemed to be Our employee, partner or agent.



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52.2 You must not represent Yourself, and must ensure that Your employees, partners, agents or sub-contractors do not represent themselves, as being Our employees, partners or agents, unless specifically provided for under this Agreement.

### 53. Entire agreement, variation and severance

53.1 This Agreement records the entire agreement between the Parties in relation to its subject matter.

53.2 Except for action We are expressly authorised to take elsewhere in this Agreement, no variation of this Agreement is binding unless it is agreed in writing and signed by the Parties.

53.3 If a court or tribunal holds that any provision of this Agreement has no effect or interprets a provision to reduce an obligation or right, this does not invalidate, or restrict the operation of, any other provision.

### 54. Waiver

54.1 In this clause 54, 'rights' means rights or remedies provided by this Agreement or at law.

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

54.3 A single or partial exercise by either Party of any of its rights under this Agreement does not prevent the further exercise of that right.

54.4 Waiver of any provision of, or right under, this Agreement:

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

### 55. Assignment and novation

55.1 You must not assign Your rights under this Agreement without prior written approval from Us.

55.2 You agree not to negotiate with any other person to enter into an arrangement that will require novation of this Agreement without first consulting Us.

### 56. Incorporation and external administration

#### *Incorporation*

56.1 If You are a body corporate, You:

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- (a) warrant that Your constitution is not inconsistent with this Agreement; and
  - (b) must provide a copy of Your constitution to Us upon request.
- 56.2 You must Notify Us if You intend to amend Your constitution or change Your structure, management or operations in a way that could reasonably be expected to have an adverse effect on Your ability to comply with this Agreement.
- 56.3 If You alter Your constitution, structure, management or operations in a way which affects Your ability to comply with this Agreement, as determined by Us, We may terminate this Agreement immediately under clause 48.1(g).

### *External Administration*

- 56.4 You must provide to Us, immediately upon receipt or generation by You, a copy of:
- (a) any notice requiring You to show cause why You should not come into any form of external administration referred to in clause 56.4(b);
  - (b) any record of a decision by You, notice or orders that You have, or will, come under one of the forms of external administration referred to in:
    - (i) Chapter 5 of the *Corporations Act 2001* (Cth);
    - (ii) the equivalent provisions in the incorporated associations legislation of the Australian states and territories; or
    - (iii) Chapter 11 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);
  - (c) any statutory demand within the meaning of sections 459E and 459F of the *Corporations Act 2001* (Cth);
  - (d) any proceedings initiated with a view to obtaining an order for Your winding up;
  - (e) any decisions and orders of any court or tribunal made against You, or involving You, including an order for Your winding up;
  - (f) any notice that a shareholder, member or Director is convening a meeting for the purpose of considering or passing any resolution for Your winding up; and
  - (g) being an individual, any notice that You have become bankrupt or have entered into a scheme of arrangement with Your creditors.
- 56.5 You must, immediately upon the event happening, give Notice to Us that You:

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- (a) have decided to place Yourself, or have otherwise come under, any one of the forms of external administration, referred to in clause 56.4(b);
- (b) are ceasing to carry on business; or
- (c) are no longer willing or able to provide the Services in accordance with this Agreement.

### 57. Corporate governance

#### *Personnel*

- 57.1 Unless otherwise agreed by Us in writing at Our absolute discretion, You must not employ, engage or elect any person who would have a role in Your management, financial administration or, if Notified by Us, the conduct of the Services, if:
- (a) the person is an undischarged bankrupt;
  - (b) there is in operation a composition, deed of arrangement or deed of assignment with the person's creditors under the law relating to bankruptcy;
  - (c) the person has suffered final judgment for a debt and the judgment has not been satisfied;
  - (d) subject to Part VIIC of the *Crimes Act 1914* (Cth), the person has been convicted of an offence within the meaning of paragraph 85ZM (1) of that Act unless:
    - (i) that conviction is regarded as spent under paragraph 85ZM (2) (taking into consideration the application of Division 4 of Part VIIC);
    - (ii) the person was granted a free and absolute pardon because the person was wrongly convicted of the offence; or
    - (iii) the person's conviction for the offence has been quashed;
  - (e) the person is or was a Director or a person 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 the failure gave the Commonwealth the right to terminate the agreement; or
  - (f) the person is otherwise prohibited from being a member, Director, employee or responsible officer of Your organisation.
- 57.2 Unless otherwise agreed by Us in writing at Our absolute discretion, where a person falls, or is discovered as falling, within any of clauses 57.1(a) to 57.1(f) while employed, engaged or elected by You in a role in:

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- (a) Your management or financial administration, You will be in breach of clause 57.1, if You do not:
- (i) transfer the person to a position that does not have a role in Your management or financial administration; or
  - (ii) terminate the employment or engagement of the person or remove the person from office,
- as the case may be, and immediately Notify Us of Your action; or
- (b) the conduct of the Services, You must Notify Us on becoming aware that the person falls or has been discovered as falling within any of clauses 57.1(a) to 57.1(f) and take any action in respect of that person, that is Notified by Us.

*Note: For the avoidance of doubt, clause 57.2(b) will apply where a person is transferred in accordance with clause 57.2(a)(i) to a role in the conduct of the Services.*

- 57.3 If You advise Us that You consider that termination action under clause 57.2(b) would be a breach of a statutory provision binding on You, We will take Your view into account in deciding what action to take as a result of the breach of clause 57.1.

### *Change in Control of You or a Material Subcontractor*

- 57.4 You must not, without Our prior written consent, cause or permit to occur a Change in Control of:
- (a) You; or
  - (b) any Material Subcontractor.
- 57.5 We may, at Our absolute discretion, grant, or refuse to grant Our consent to a Change in Control of You or any Material Subcontractor. If We grant Our consent, We may do so on such conditions as We see fit.
- 57.6 You must, within five business days of receiving a written request from Us, provide such information and supporting evidence as We may request in relation to the:
- (a) shareholdings;
  - (b) issued shares;
  - (c) board of Directors;
  - (d) board of management;

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- (e) executive;
- (f) voting rights;
- (g) partnership composition, if relevant; and
- (h) Application Group membership, if relevant,

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

57.7 If You do not:

- (a) obtain Our consent to a Change in Control as required by clause 57.4; or
- (b) provide Us with any information required by Us in accordance with clause 57.6, We may do either or both of the following:
- (c) take action under clause 45 [Remedies]; or
- (d) immediately terminate this Agreement under clause 48 [Termination for default].

### *Change in management*

57.8 You must:

- (a) Notify Us within five business days of any changes to the membership of Your board of Directors, board of management or executive (including that of each member of Your Application Group, if relevant) during the Term of this Agreement; and
- (b) obtain a completed credentials information form (as supplied by Us) from any Director, or member of its board of management or executive, and supply it to Us, if We request it, within 10 business days of Our request.

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

### *Change in composition*

57.9 If You are:

- (a) a partnership; or
- (b) an Application Group,

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You must Notify Us within five business days of any changes to the composition of Your partnership or Application Group, as relevant.

### *Good governance measures*

57.10 You must:

- (a) ensure that Your:
  - (i) chief executive officer and chief financial officer or equivalent officers in Your organisation; and (ii) board members, understand:
    - (iii) Your obligations under this Agreement; and
    - (iv) their duties and responsibilities under any relevant legislation; and
- (b) comply with any other accountability and/or governance measures as directed by Us from time to time, at Our absolute discretion.

## 58. Compliance with laws and policies

### *General*

58.1 You must, in carrying out Your obligations under this Agreement, comply with:

- (a) all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority; and
- (b) any of Our policies advised by Us to You in writing, including any listed in this clause 58.

### *Compliance with policies relating to communities*

58.2 For each community in Your Region(s), You must take all reasonable steps to ensure that You are aware of, support and comply with, all relevant and reasonable policies, including alcohol management plans, which are in place in the community.

### *Services on native title lands*

58.3 Before You undertake any Services (including Activities) on land that is subject to native title or a land rights grant, or on land that is the subject of a native title claim or a land rights claim, You must consult with and be satisfied that the native title or land rights holders or claimants understand the nature of the Services and have had an adequate opportunity to comment on the Services, even if there is no legal requirement that You obtain their agreement to the Services being conducted.

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*Note: In all cases, You should have the agreement of the relevant title holders or claimants to Services being conducted. In some cases, such agreement will be necessary under law.*

- 58.4 You must obtain all necessary authorities to undertake the Services (including Activities) on land that is subject to native title or a land rights grant, including, where required by law, the agreement of the:
- (a) relevant native title holders or claimants; and
  - (b) traditional owners recognised under land rights legislation.
- 58.5 You must rely on Your own independent professional advice in relation to native title and land rights matters.
- 58.6 If You are unable to obtain any necessary authority relating to Services to be conducted on land that is subject to native title or a land rights grant as at the Services Start Date, You must immediately Notify Us in writing and We may either:
- (a) negotiate changes with You to the Services to either avoid the need for the relevant authorities to be obtained or an Indigenous Land Use Agreement to be negotiated, or otherwise address the issues preventing the relevant authorities from being obtained or the parties agreeing to an Indigenous Land Use Agreement; or
  - (b) immediately terminate this Agreement in whole or in part, and, for the avoidance of doubt, You agree that We will not be liable to pay You any costs to the extent that they relate to the part of the Services requiring the authorities or the negotiation of an Indigenous Land Use Agreement as referred to in this clause.

### *Compliance with laws*

- 58.7 You acknowledge and agree, as relevant, that:
- (a) You will comply with any obligations You have under the *Workplace Gender Equality Act 2012* (Cth);
  - (b) when dealing with Your employees, You will comply with the *Fair Work Act 2009* (Cth), and obligations under relevant occupational health and safety laws;
  - (c) Chapter 7 of the Criminal Code provides for offences which attract substantial penalties, including theft of Commonwealth property and other property offences, obtaining property or financial advantage by deception, offences involving fraudulent conduct, bribery, forgery and falsification of documents;
  - (d) giving false or misleading information is a serious offence under the Criminal Code;

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- (e) the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of the performance of this Agreement (other than a person to whom You are authorised to publish or disclose that fact or document) may be an offence under section 70 of the *Crimes Act 1914* (Cth), punishment for which may be a maximum of two years imprisonment;
- (f) in respect of data, including Personal Information and Protected Information, held in connection with this Agreement, any unauthorised and intentional access, destruction, alteration, addition or impediment to access or usefulness of the data stored in any computer in the course of performing this Agreement is an offence under Part 10.7 of the Criminal Code which may attract a substantial penalty, including imprisonment;
- (g) You are aware of the provisions of section 79 of the *Crimes Act 1914* (Cth) relating to official secrets; and
- (h) You may be subject to the provisions of the *Competition and Consumer Act 2010* (Cth) and the *Archives Act 1983* (Cth).

### *Work Health and Safety Legislation*

58.8 You must at all times:

- (a) ensure that the Services are carried out in a safe manner;
- (b) comply with the WHS Laws;
- (c) be aware of, understand and comply with any work health and safety policy and procedures that We Notify to You or which are specified in any Guidelines as applicable to this Agreement or the performance of the Activities under this Agreement;

*Note: You are responsible for ensuring that You perform all aspects of this Agreement, including the establishment and conduct of Activities, in a manner which complies with all Laws, including all WHS Laws. While we may, on occasion, provide specific guidance about work health and safety issues in accordance with clause 58.8(c), We are not responsible for setting general policy and procedures that will ensure compliance with WHS Laws (this is Your responsibility).*

- (d) comply with any reasonable instruction from Us relating to work health and safety;
- (e) immediately comply with directions on health and safety issued by any person having authority under the WHS Laws to do so;
- (f) when requested by Us, provide evidence of Your ongoing compliance of the WHS Laws;



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- (g) if You are 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 Us; and
  - (ii) provide Us, within Our specified timeframe, 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;
- (h) within 24 hours of becoming aware of such circumstances, inform Us of the full details of:
  - (i) any suspected contravention of the WHS Laws relating to the Services;;
  - (ii) any workplace entry by a WHS Entry Permit Holder, or an Inspector, to any place where the Services are being performed or undertaken; and
  - (iii) any proceedings against You, or any decision or request by the Regulator given to You, under the WHS Laws; and
- (i) provide Us with copies of all notices and correspondence issued to You by any person under the WHS Laws, within 24 hours of receiving any such notice or correspondence.

58.9 You must cooperate with any investigation undertaken by Us concerning any Notifiable Incident, or breach or alleged breach of the WHS Laws, or any audit of Your work health and safety performance, arising out of or in respect of the Services.

### *Compliance with school attendance policy*

58.10 You must undertake all Services in a manner that is not inconsistent with the Commonwealth's key priorities of getting children to school, adults to work and making communities safer.

### *Compliance with Strengthening Organisational Governance policy*

58.11 Clauses 58.12 to 58.15 require You to be, or become, incorporated in certain circumstances.

58.12 The incorporation requirement applies if the total value of all funding and grants which are payable to You and which are administered by the Indigenous Affairs Group of the Department of the Prime Minister and Cabinet (**PM&C Grants**) in a financial year equals or exceeds \$500,000 (excluding GST) and You:

## General Terms and Conditions

- (a) are not a statutory body, or a State, Territory or local government; and
- (b) have not received an exemption from the incorporation requirements in clauses 58.12 to 58.15 from the Minister (or the Minister's delegate).

58.13 Where the incorporation requirement applies:

- (a) You must be, or become, incorporated in accordance with clause 58.14; and
- (b) the incorporation must occur within 6 months of the date that the agreement (or contract variation) is executed resulting in a total value of PM&C Grants in a financial year equalling \$500,000 or more (excluding GST).

58.14 You must be, or become, incorporated:

- (a) if You are an entity that meets the Indigeneity requirement specified in section 29-5 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth) (**CATSI Act**) – under the CATSI Act; or
- (b) for any other entity – under the *Corporations Act 2001* (Cth).

58.15 Once You are, or become, incorporated, You must remain incorporated until the later of:

- (a) the end of the Term of this Agreement; and
- (b) the end of all other agreements between You and Us under which a PM&C Grant is payable.

### 59. Applicable law and jurisdiction

59.1 The laws of the State of New South Wales apply to the interpretation of this Agreement.

59.2 The Parties agree to submit to the non-exclusive jurisdiction of the courts of the State of New South Wales in respect to any dispute under this Agreement.

### 60. Notices

60.1 A Party giving a Notice under this Agreement must:

- (a) do so in writing or by Electronic Communication;
- (b) if given by You, mark the Notice for the attention of the Account Manager; and
- (c) if given by Us, mark the Notice for the attention of the Contact Person,

and deliver the Notice by hand, or send it by pre-paid post or Electronic Communication to the address of the other Party specified in the Activity Schedule.

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- 60.2 A Notice given under clause 60.1 is taken to be received:
- (a) if hand delivered, on delivery;
  - (b) if sent by pre-paid post, five business days after the date of posting; or
  - (c) if sent by Electronic Communication, at the time that would be the time of receipt under the *Electronic Transactions Act 1999* (Cth) if a notice was being given under a law of the Commonwealth.

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### ANNEXURE 1 to the General Terms and Conditions DEFINITIONS

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#### Reader's Guide to the Definitions

All Definitions are located in this Annexure 1 to the General Terms and Conditions.

The Definitions below apply to all parts of this Agreement.

In this Agreement, unless the contrary intention appears:

**'13 Week Period'** means a period of 13 consecutive weeks (subject to any allowable breaks in Employment as set out in the Guidelines)

- (a) from the Outcome Start Date; or
- (b) where one exists, the Moved Outcome Start Date,  
and which period does not overlap with any other 13 Week Period.

**'26 Week Period'** means a period of 26 consecutive weeks (a further 13 weeks after the initial 13 Week Period) (subject to any allowable breaks in Employment as set out in the Guidelines):

- (a) from the Outcome Start Date; or
- (b) where one exists, the Moved Outcome Start Date,  
and which period does not overlap any other 26  
Week Period.

**'ABN'** has the same meaning as it has in section 41 of the GST Act.

**'Aboriginal and Torres Strait Islander person'** means a person:

- (a) who is identified as such on Our IT Systems; or
- (b) who:
  - a. is of Aboriginal and/or Torres Strait Islander descent;
  - b. identifies as an Aboriginal and/or Torres Strait Islander person; and
  - c. is accepted as such in the community in which the person lives or has lived,

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and **'Aboriginal and Torres Strait Islander peoples'** has an equivalent meaning where reference is to more than one person.

**'ABSTUDY'** means the allowance paid under the Aboriginal and Torres Strait Islander Study Assistance Scheme administered by the Department of Education to Aboriginal and Torres Strait Islander persons who are studying or are undertaking an apprenticeship.

**'Account Manager'** means the persons who have authority to receive and sign Notices on Our behalf, including any person or position set out in the Guidelines from time to time.

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**'Accredited Course'** means a programme of structured, formal training or education which results in qualification under the Australian Qualifications Framework.

**'Acquittal Report'** means any Report or Reports that You must provide to Us for the purpose of acquitting Funding paid to You, as specified in this Agreement including any Guidelines.

**'Activities'** means the activities in which Eligible Job Seekers participate, that You are required to conduct under this Agreement.

**'Activity Diary'** means that part of Our IT System used by You to record an Eligible Job Seeker's attendance at Activities.

**'Activity End Date'** has the same meaning as 'Services End Date'.

**'Activity Payments'** means the:

- (a) Work for the Dole Payments; and
- (b) Basic Payments.

and, for the avoidance of doubt, excludes Employment Outcomes Payments, Employer Incentive Funds, Ancillary Payments, other Funding provided under RAC1 and RYLDC Funds.

**'Activity Schedule'** means the schedule to this Agreement of that name.

**'Activity Start Date'** has the same meaning as 'Services Start Date'.

**'Adjustment Event'** has the meaning given in section 195-1 of the GST Act.

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

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**‘Agreement’** means this document, as varied or extended by the Parties from time to time in accordance with this Agreement, and includes the Particulars, the General Terms and Conditions, Remote Conditions, all Annexures, the Activity Schedule, Guidelines, and any other documents incorporated by reference.

**‘Ancillary Payment’** means any payment of that name as described in clause 49 of RAC1.

**‘Annexure’** means any annexure to this Agreement.

**‘Application Group’** means a group of two or more entities (including the entities’ personnel) however constituted which:

(a) has entered into an arrangement for the purposes of jointly providing the Services; and

(b) 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 Agreement.

but excludes a partnership.

**‘Appointment’** means a time for a meeting between You and an Eligible Job Seeker in accordance with clause 4 [Appointments with Eligible Job Seekers] of RAC1.

**‘Approved Vacancy’** means a period:

(a) relevant to the calculation of time during which an RYLDC Place is continuously occupied;

(b) of:

(i) up to eight weeks in total; or

(ii) any other period approved by Us in writing,

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during which an RYLDC Participant may be absent from participating in RYLDC Activities.

**‘Approved Assistance’** means the assistance for an Eligible Job Seeker for which You have submitted an application to the JobAccess Provider, and received the JobAccess Provider’s approval for an Approved Assistance Amount to be expended on that assistance.

**‘Approved Assistance Amount’** means the amount approved by the JobAccess Provider for expenditure under the Employment Assistance Fund.

**‘Approved Not-for Profit Community Organisation’** means a not for profit community organisation approved in accordance with any Guidelines.

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**'Approved Program of Work Supplement'** has the meaning given to the term 'approved program of work supplement' under the *Social Security Act 1991* (Cth).

**'Assessment'** means a formal assessment of an Eligible Job Seeker's job readiness which is to be conducted in accordance with requirements (if any) in any Guidelines - including current skills and work experience as well as any level of disadvantage conducted by You, and **'Assess'** has the corresponding meaning.

**'Asset'** means:

- (a) any item of tangible property, purchased, leased, created or otherwise brought into existence either wholly or in part with the use of any Funding, which has a value equal to or greater than \$1000, but does not include property provided for the exclusive and personal use of an Eligible Job Seeker; or
- (b) any other item of real or tangible property transferred to You from a Former CDEP Provider or acquired by You using funding provided to You under a CDEP Programme Funding Agreement; or
- (c) any other item of real or tangible property which has a value equal to or greater than \$1000, and which You purchased, leased, created or otherwise brought into existence, either wholly or in part, with money which was reimbursed to You through the flexible pool of Funds available to You until 1 July 2015 and known as the 'Participation Account' (but not including any property provided for the exclusive and personal use of an Eligible Job Seeker).

**'Australian Equivalent 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 Jobsearch'** means the government run job database of that name located at [www.jobsearch.gov.au](http://www.jobsearch.gov.au).

**'Australian Privacy Principle'** or **'APP'** has the meaning given to this term in the Privacy Act.

**'Australian Qualifications Framework'** or **'AQF'** means the national policy for regulated qualifications in Australian education and training.

**'Australian Skills Quality Authority'** means the national authority for Australia's vocational education and training sector which regulates courses and training providers to ensure nationally approved quality standards are met.

**'Austudy'** means the payment referred to as 'austudy payment' in the *Social Security Act 1991* (Cth). **'Author'** means a person who is an author of any Services Material or Existing Material for the purposes of Part IX of the *Copyright Act 1968* (Cth).

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**‘Basic Participant’** means an Eligible Job Seeker who is not a WfD Participant.

**‘Basic Payment’** means a Payment of that name as described in clause 45 of RAC1.

**‘Basic Rate’** has the meaning given to the term ‘basic rate’ by the *Social Security Act 1991* (Cth), where the term applies in relation to the payment of Income Support Payments.

**‘Basic Services’** means the Services of that name as described in RAC1, which are to be provided by You to, or in respect of, all Eligible Job Seekers.

**‘Carer Payment’** has the meaning given to the term ‘carer payment’ by the *Social Security Act 1991* (Cth).

**‘CDEP Programme Funding Agreement’** means:

- (a) an agreement for funding between the Commonwealth and a Former CDEP Provider which was effective prior to 1 July 2013; or
- (b) the previous component of this Agreement known as “Remote Activity Conditions 3” or “RAC3” which was effective before 1 July 2015.

**‘CDEP Scheme’** means the scheme known as the Community Development Employment Projects Scheme which is administered by the Commonwealth, except in the Torres Strait Islands Region where it is administered by the Torres Strait Regional Authority.

**‘Certificate I’** means the AQF accredited qualification with the title of Certificate I.

**‘Certificate II’** means the AQF accredited qualification with the title of Certificate II.

**‘Change in Control’** means:

- (a) subject to paragraph (b) below, in relation to a Corporation, a change in any of the following:
  - (i) Control of more than one half of the voting rights attaching to shares in the Corporation, whether due to one or a series of transactions occurring together or on different occasions;
  - (ii) Control of more than one half of the issued share capital of the Corporation, whether due to one or a series of transactions occurring together or on different occasions, excluding any part of the issued share capital which carries no right to participate beyond receipt of an amount in the distribution of either profit or capital; or
  - (iii) Control of 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;



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- (c) in relation to a partnership:
- (i) the sale or winding up or dissolution of the business by the partners; (ii) the change in any 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;
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- (ii) ownership of any shareholding in any share capital; or (iii) the enabling legislation so far as it affects Control, if any; (e) in relation to an Application Group:
    - (i) any change in the membership of the Application Group;
    - (ii) a change of the lead member of the Application Group, if the Application Group has appointed a lead member for the purposes of this Agreement; or
    - (iii) a Change in Control as defined in paragraphs (a) to (d) above in any member of the Application Group.

**‘Code of Practice’** means the code of practice which will be advised by Us to You.

**‘Commencement’** means the time at which You have recorded the completion of the Initial Interview for an Eligible Job Seeker on Our IT System.

**‘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 at *It’s an Honour – Commonwealth Coat of Arms*, available at <http://www.itsanhonour.gov.au/coat-arms/index.cfm>.

**‘Commonwealth Material’** means any Material provided by Us to You for the purposes of this Agreement or which is copied from that Material, except for Services Material.

**‘Complaint’** means any expression of dissatisfaction with Your policies, procedures, employees or the quality of the Services You offer or provide, but does not include:

- (a) a request by an Eligible Job Seeker, 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.

**‘Compliance Activities’** means intensive activities for Eligible Job Seekers:

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- (a) in accordance with any Guidelines; or
- (b) as otherwise directed by DHS.

**‘Compliance Review’** means a review of Monies paid by Us to You, undertaken by Us from time to time.

**‘Comprehensive Compliance Assessment’** means an assessment conducted by DHS to determine whether:

- (a) a penalty should be applied to an SS Activity Tested Eligible Job Seeker who wilfully and persistently fails to meet their obligations under their Job Plan; or
- (b) an SS Activity Tested Eligible Job Seeker requires additional assistance in order to comply.

**‘Confidential Information’** means information that:

- (a) We identify, by Notice to You, as confidential information for the purposes of this Agreement;
- (b) the Parties agree to treat as confidential; or

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(c) the Parties know, or ought reasonable to know, is confidential to each other.

**'Conflict'** means a conflict of interest, or risk of a conflict of interest, or an apparent conflict of interest arising through You engaging in any activity or obtaining any interest that is likely to interfere with or restrict You in providing the Services to Us fairly and independently.

**'Contact'** means a contact between You and an Eligible Job Seeker in accordance with clauses 6 to 8 of RAC1.

**'Contact Person'** means the person specified at item 2 of the Activity Schedule who has authority to receive and sign Notices on Your behalf under this Agreement and accept any request or direction in relation to this Agreement.

**'Continuous Occupation'** means that an RYLDC Place is occupied continuously for 52 weeks from its Placement Start Date by an RYLDC Participant in accordance with clause 5 of RAC2, and

**'Continuously Occupied'** has the equivalent meaning.

**'Control'** has the meaning given to that term in section 50AA of the *Corporations Act 2001* (Cth).

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

**'Customer'** includes an Eligible Job Seeker, Employer, member of a community in Your Region(s) and any other user of the Services.

**'Customer Feedback Register'** means the list of Customer feedback kept by You for each of Your Region(s).

**'Customer Service Line'** means a free call telephone service which puts Customers in contact with Our customer service officer, and is 1800 805 260, or such other number as Notified by Us from time to time.

**'Cybersafety Policy'** means Our policy of that name as specified at clauses 17.18 to 17.22, or any other policy which replaces that policy from time to time in accordance with clause 17.23.

**'Department of Employment'** means the Commonwealth Department of, Employment or such other government agency or department as may administer or perform the functions of that department from time to time.

**'Department of Social Services'** means the Commonwealth Department of Social Services or such other government agency or department as may administer or perform the functions of that department from time to time.

**'Definitions'** means the list of definitions in this Annexure 1 to the General Terms and Conditions.

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**'Delegate'** means a person engaged by You who is a Delegate of the Secretary under the Social Security Law.

**'DHS'** means the Commonwealth Department of Human Services, or any other government agency or department as may administer or perform the functions of that department from time to time.

**'DHS Assessment Services'** means the assessment services provided by DHS.

**'Direct Registration'** or **'Directly Register'** means Registration by You of an Eligible Job Seeker who does not have a Referral, in accordance with clause 3 of RAC1 and any Guidelines.

**'Director'** means any of the following:

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

**'Disability Support Pension'** has the meaning given to the term 'disability support pension' by the *Social Security Act 1991* (Cth).

**'Disposal'** or **'Dispose'** means, in relation to Assets, to sell, license, lease or sublease, or otherwise transfer or give up ownership or the right to occupy or use, or to enter an agreement to do any of the preceding acts.

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**‘Documentary Evidence’** means Your Records, as specified in this Agreement, including in any Guidelines, which evidence that Services were conducted by You in relation to each payment of Monies made under this Agreement, or which otherwise supports Our payment of those Monies.

**‘DSP Recipient (Compulsory)’** means an Eligible Job Seeker who is in receipt of Disability Support Pension, is under the age of 35, and has compulsory requirements.

**‘Early Payment’** means an RYLDC Payment which may be claimed in accordance with clause 24 of RAC2.

**‘Early School Leaver’** means a person 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 Programme’** means:

(a) the *Senior Secondary Certificate of Education* as accredited under the AQF undertaken outside of the secondary school system and is generally delivered by TAFE or another Registered Training Organisation; or

(b) any other education and training courses as advised by Us from time to time.

**‘Effective Exit’** means the automatic removal of an Eligible Job Seeker from Our IT Systems as being eligible for the full range of Remote Services in accordance with any Guidelines.

**‘Electronic Communication’** has the same meaning as it has in section 5 of the *Electronic Transactions Act 1999* (Cth).

**‘Electronic Diary’** means Our system used for Referrals and for making and managing Eligible Job Seekers’ Appointments.

**‘Eligible Job Seeker’** means a person who is identified as eligible for CDP in Our IT System, and who meets the eligibility criteria identified in any Guidelines.

**‘Eligible Job Seeker Services Records’** means Records about an Eligible Job Seeker that are directly created for the purposes of providing Services.

**‘Employer’** means an entity that has the legal capacity to enter into a contract of employment with an Eligible Job Seeker.

**‘Employer Incentive Funding’** mean the Funding that is provided to You under clause 47 of RAC1, to be used solely to pay Employers who have employed an Eligible Job Seeker so as to meet an Employment Outcome after a 26 Week Period.

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**‘Employment’** or **‘Employed’** means the status of a person who is:

- (a) in paid work, including an apprenticeship or traineeship, under a contract of employment or who is otherwise deemed to be an employee under relevant Australian legislation; and
- (b) is not in any arrangement expressly excluded in any Guidelines.

**‘Employment Assistance’** means assistance to Eligible Job Seekers to obtain Employment in accordance with clauses 10 to 18 of RAC1.

**‘Employment Assistance Fund’** means the Australian Government’s initiative which provides financial assistance for the costs of work related modifications and the work equipment of people with disability.

**‘Employment Outcome’** means a Full Employment Outcome and Part-Time Employment Outcome, as described in 46.3 of RAC1

**‘Employment Outcome Payments’** means the Payments of that name described in clause 46 of RAC1.

**‘Employment Services Assessment’** or **‘ESAt’** means an assessment of an Eligible Job Seeker’s barriers to employment and work capacity conducted by DHS Assessment Services.

**‘Employment Systems Helpdesk’** means the Department of Employment’s centralised point of IT support for employment service providers and CDP Providers in relation to Our IT Systems.

**‘Establish’** means, for RAC2, the act of starting an RYLDC Placement in a Place by:

- (a) identifying activities and assistance to be provided in a Place;
- (b) identifying the first RYLDC Participant to undertake those activities or receive that assistance; and
- (c) registering that RYLDC Participant in the Place on Our IT Systems, and **‘Established’** has an equivalent meaning.

**‘Establishment Date’** means, for RAC2, the date on which You Establish an RYLDC Place.

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

**'Exemption'** means circumstances recorded by DHS, resulting in an exemption by DHS of an SS Activity Tested Eligible Job Seekers' SS Activity Test Requirements for a specified period of time.

**'Existing IPR'** means the Intellectual Property Rights in the Existing Material.

**'Existing Material'** means any Material in existence prior to execution of this Agreement or developed independently of this Agreement.

**'Exit'** means for RAC1, a Provider Exit or an Effective Exit.

**'Expire'** means that an RYLDC Place ceases to be open to RYLDC Participants or the subject of RYLDC Payments.

**'Former CDEP Provider'** means a person or body that was a 'CDEP Scheme Provider', in accordance with the definition of that term in section 23 of the *Social Security Act 1991* (Cth), on 30 June 2013 or before.

**'Full Employment Outcome'** means, for the duration of:

(a) a 13 Week Period; or

(b) a 26 Week Period,

an Eligible Job Seeker meets the requirements clause 46.3 of RAC1 for a Full Employment Outcome.

**'Full-Time Site'** means a Site that is open Monday to Friday from 9 am - 5 pm on business days, or as otherwise agreed with Us.

**'Full-Time Study'** means, in accordance with any Guidelines:

(a) a university course that, for the purposes of the *Higher Education Contribution Scheme*, represents a standard student load for the equivalent of a full-time student;

(b) a course that is at least 15 class contact hours a week; or

(c) a course determined as being full-time by the relevant educational institution.

**'Funding'** means the amount or amounts payable or paid by Us under this Agreement that are specified as Funding in this Agreement.

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**'General Terms and Conditions'** means the part of this Agreement of that name and includes any Annexures to that part.

**'Government Engagement Coordinator'** means a government business manager who has been engaged in that position by the Department of Social Services.

**'Group-based Activity'** means an Activity which has more than one Eligible Job Seeker.

**'GST'** has the same meaning as it has in section 195-1 of the GST Act.

**'GST Act'** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**'Guidelines'** means guidelines, if any, as described in this Agreement issued by Us, and amended from time to time by Us. For clarity, Guidelines include documents described as "Operational Guidelines", "CDP Operational Guidelines" and "Remote Jobs and Community Programme Operational Guidelines".

**'Host'** means an organisation other than You or Your Material Subcontractor that conducts an Activity specified in the Guidelines as one that can be Hosted, in accordance with RAC1. For clarity, any of Your Related Entities (other than one which is a Material Subcontractor) that conducts an Activity is a Host.

**'Host Employer'** means an Employer with whom an RYLDC Participant will undertake Workplace Activities in accordance with clause 13 of RAC2.

**'Hosted Placement'** means placement of a WfD Participant into an Activity which is conducted by a Host, in accordance with RAC1.

**'Income Support Payment'** has the meaning given to the term 'income support payment' in the *Social Security Act 1991* (Cth).

**'Indigenous Eligible Job Seeker'** means an Eligible Job Seeker who is an Aboriginal and Torres Strait Islander person.

**'Indigenous Land Use Agreement'** means an agreement, pursuant to the *Native Title Act 1993* (Cth), between a native title group and others about the use and management of land and waters where native title has, or has not yet, been determined.

**'Initial Interview'** means an initial meeting between You and an Eligible Job Seeker in accordance with clause 5 [Initial Interviews] of RAC1.

**'Input Tax Credit'** has the meaning given in section 195-1 of the GST Act.

**'Inspector'** means the person appointed as such under the WHS Act.



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**'Intellectual Property Rights'** includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**'Interest'** means interest calculated at a rate determined by Us that will be no higher than the 90-day bank accepted bill rate (available from the Reserve Bank of Australia) less 10 basis points.

**'Intervention for Non-vocational Barriers'** means a programme, or course or action to overcome a Non-vocational Barrier to employment – for example, a drug and alcohol addiction programme, counselling to overcome psychological barriers, mental illness interventions, counselling and other interventions which deal with domestic violence/anger management.

**'Job Capacity Assessment'** or **'JCA'** means an assessment conducted by DHS Assessment Services to determine eligibility for the Disability Support Pension and includes assessment of barriers to employment and work capacity.

**'JobAccess'** or **'JobAccess Services'** means the services of that name administered by Us.

**'JobAccess Provider'** means the entity contracted by Us to deliver JobAccess Services.

**'Jobsearch Facilities'** means personal computers or similar devices with broadband internet connectivity, printers and other sundry equipment, which accord with specifications Notified by Us from time to time. **'Jobsearch Facility'** has a corresponding meaning.

**'Job Plan'** means the plan referred to in clause 10 [Job Plans] of RAC1 and:

- (a) for SS Activity Tested Eligible Job Seekers, has the meaning given to the term 'employment pathway plan'; and
- (b) for DSP Recipients (Compulsory), is a 'participation plan',

under the *Social Security Act 1991* (Cth), or, if the *Social Security Act 1991* (Cth) is amended, any other such similar agreements.

**'Job Search'** means an instance of active contact with a potential Employer to apply for a job, and includes a contact by phone or in person, by submitting a written application, or by attending a job interview.

**'Job Search Period'** means, unless otherwise specified in any Guidelines, the first month and each successive month thereafter, of a SS Activity Tested Eligible Job Seeker's Period of Unemployment.

**'Job Search Requirement'** means the number of Job Searches that a SS Activity Tested Eligible Job Seeker must complete as specified in, or calculated in accordance with, any Guidelines.

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**'Job Seeker Compliance Framework'** means the Guidelines of that name, which set out actions that should or must be taken by You in relation to a SS Activity Tested Eligible Job Seeker's act or potential act of non-compliance with his or her Social Security Activity Test Requirements, or a DSP Recipient (Compulsory)'s potential act of non-compliance with his or her compulsory requirements.

**'Job Seeker Classification Instrument'** or **'JSCI'** means the tool used by You and DHS to identify and record an Eligible Job Seeker's personal circumstances and labour market skills.

**'Key Performance Indicators'** or **'KPIs'** means the performance indicators specified in clause 39 [Performance obligations] of the General Terms and Conditions or as Notified to You by Us from time to time.

**'Labour Hire Employer'** means an organisation to which an Eligible Job Seeker's services are provided after being placed into a Paid Work Arrangement with a labour hire organisation or a group training organisation.

**'Liquidated Damages'** means the amount that We may recover from You in accordance with clause 49 [Liquidated damages] of the General Terms and Conditions.

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

**'Material Subcontractor'** means any subcontractor of Yours that is subcontracted to perform a substantial part (as determined by Us) of the Services.

**'Mentor'** means someone who is considered to have sufficient experience or expertise to be able to assist others less experienced, and may be a community elder, or an Aboriginal and Torres Strait Islander person with cultural knowledge and community endorsed authority.

**'Mentoring'** means the support and assistance provided by a Mentor to Eligible Job Seekers in accordance with clause 15 of RAC1 [Mentoring], clause 18 of RAC2 and any Guidelines.

**'Minor'** means a person under the age of 18.

**'Monies'** means any amounts payable by Us to You under this Agreement.

**'Moved Outcome Start Date'** means, for an Employment Outcome, the day to which an Outcome Start Date is moved in Our IT Systems, in accordance with any Guidelines.

**'National Native Title Tribunal'** means the entity established under Part 6 of the *Native Title Act 1993* (Cth).

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**'Newstart Allowance'** has the meaning given to the term 'newstart allowance' by the *Social Security Act 1991* (Cth).

**'Non-Attendance Report'** or **'NAR'** means an electronic report sent by You, through Our IT Systems, to DHS notifying of Your assessment that a SS Activity Tested Eligible Job Seeker has failed to attend an Appointment without a Valid Reason or a Reasonable Excuse.

**'Non-Payable Outcome'** means placement of an Eligible Job Seeker into any:

- (a) Employment in the sex industry, including retail positions;
- (b) Employment involving nudity;
- (c) Activities undertaken as part of Work for the Dole or any other unpaid work;
- (d) training course
- (e) job that involves taking up Employment in another country, regardless of whether the salary is paid in Australian Dollars or by an Australian company;
- (f) job involving illegal activity;
- (g) Pre-Existing Employment, unless the requirements for an Upgrade in relation to that Employment are satisfied or the Employment is otherwise allowed in any Guidelines;
- (h) programme funded by the Australian Government, or a State or Territory government;
- (i) Recurring Employment;
- (j) Employment that has already contributed to a claim for an Employment Outcome Payment for a 13 Week Period or a related 26 Week Period for an Eligible Job Seeker in the same Period of Activities;
- (k) Employment in the same or a similar position vacated in the previous 14 days by an Eligible Job Seeker who attracted an Employment Outcome Payment, unless otherwise agreed by Us;
- (l) Employment that contravenes Commonwealth, State or Territory legislation or provides terms and conditions of Employment which are inconsistent with the relevant workplace relations laws, or any instrument made under such laws;
- (m) Employment that pays a commission as either the entire remuneration or part of the remuneration, except where the commission being paid to the Eligible Job Seeker is in

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addition to an amount which is paid to the Eligible Job Seeker in accordance with any applicable Commonwealth, State or Territory legislation and any applicable modern award or a national minimum wage order; or

(n) situation that We may Notify, from time to time, or as specified in any Guidelines.

**'Non-remote Provider'** means a provider of employment services in a non-remote area.

**'Non-vocational Barriers'** means the range of barriers that can prevent a person from obtaining and sustaining employment or education or from undertaking further skills development, including but not limited to homelessness, mental illness, drug or alcohol addiction, sexual abuse or violence and physical or mental abuse.

**'Notice'** means a written notice sent from one party to the other party in accordance with the requirements of clause 60 [Notices] of the General Terms and Conditions and **'Notify'**, **'Notified'** and **'Notification'** means the action of sending a Notice in accordance with the requirements of clause 60 [Notices].

**'Notifiable Incident'** has the meaning given in the WHS Act.

**'Objectives'** means the objectives of the Services as described in this Agreement.

**'Other Offence Record'** means a record of conviction, finding of guilt or court order for an Other Offence.

**'Other Offence'** means any criminal offence that is not a Serious Offence.

**'Our Security Policy'** means the document at: <http://foi.deewr.gov.au/documents/deewr-external-security-policy-contracted-service-providers-and-users>, or such other website as may be advised by Us, or any other policy which replaces that policy from time to time in accordance with clause 17.23.

**'Our IT Systems'** means:

- (a) the Department of Employment's information technology (IT) computer system accessible by You, through which information is exchanged between You, Your subcontractors, DHS, DHS Assessment Services and Us in relation to the Services; or
- (b) any other IT computer system Notified by Us to You from time to time.

**'Outcome'** means an Employment Outcome.

**'Outcome Period'** means the period for which Employment Outcome Payments and Employer Incentive Funding are payable in respect of an Employment Outcome achieved by an Eligible Job Seeker, in accordance with clause 46 [Employment Outcome Payments] of RAC1.

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**'Outcome Start Date'** means the first day of Employment which, when completed by the Eligible Job Seeker, meets the requirement of an Employment Outcome and which day is recorded on Our IT Systems in accordance with any Guidelines.

**'Own Organisation'** means:

- (a) You, if Your whole entity is involved in conducting Services under this Agreement, or that part of You that delivers Services under this Agreement; and
- (b) any entity that You subcontract any of Your obligations under this Agreement to.

**'Paid Work Arrangement'** means:

- (a) Employment; or
- (b) another type of arrangement, if any, specified in any Guidelines.

**'Parenting Payment'** has the meaning given to the term 'parenting payment' by the *Social Security Act 1991* (Cth).

**'Partial Capacity to Work' or 'PCW'** has the meaning of 'partial capacity to work' as defined in the *Social Security Act 1991* (Cth).

**'Partial Capacity to Work Eligible Job Seeker' or 'PCW Eligible Job Seeker'** means an Eligible Job Seeker who has a Partial Capacity to Work.

**'Participation Report'** means an electronic report sent by You through Our IT System to DHS detailing a SS Activity Tested Eligible Job Seeker's act or acts of potential non-compliance with his or her Social Security Activity Test Requirements, as specified in any Guidelines.

**'Particulars'** means the document of that name in which the Parties are identified and execute this Agreement.

**'Party'** means a party to this Agreement.

**'Part-time Employment Outcome'** means, for the duration of:

- (a) a 13 Week Period; or
- (b) a 26 Week Period,

an Eligible Job Seeker meets the requirements in clause 46.3 [Employment Outcome Payments] of RAC1 for a Part-time Employment Outcome.

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**'Payment'** means any amount payable by Us to You under this Agreement, other than Funding.

**'Performance Target'** means a specific, measurable, achievable, relevant and timed target level of performance against one or more measures within the Key Performance Indicators, as set out in any Guidelines, or as Notified to You by Us from time to time.

**'Period of Activities'** means a period during which You must conduct Services for the Eligible Job Seeker which:

- (a) starts on the Commencement of an Eligible Job Seeker; and
- (b) runs continuously until the Eligible Job Seeker is either:
  - (i) Exited; or
  - (ii) otherwise ceases to be an Eligible Job Seeker, subject to the following limitations:
  - (iii) where the Eligible Job Seeker is Suspended; or
  - (iv) where clause 32 [Exits] of RAC1 applies.

**'Period of Unemployment'** means the period which commences on the date on which a SS Activity Tested Eligible Job Seeker registers with DHS or directly with You as unemployed, and concludes when the SS Activity Tested Eligible Job Seeker is Exited in accordance with clause 32 [Exits] of RAC1.

**'Personal Information'** has the same meaning as it has in section 6 of the Privacy Act.

**'Police Check'** means a formal inquiry by an Australian police authority or CrimTrac accredited agency to establish whether a person has any disclosable Other Offence Record or Serious Offence Record or pending charges for one or more Other Offences or Serious Offences.

**'Post-placement Support'** means the support and assistance You must provide to Eligible Job Seekers in accordance with clause 17 [Post-placement Support] of RAC1.

**'Pre-Existing'** means having started before the Commencement of the relevant Eligible Job Seeker.

**'Principal Carer'** has the meaning given to the term 'principal carer' in the *Social Security Act 1991* (Cth).

**'Privacy Act'** means the *Privacy Act 1988* (Cth).

**'Protected Information'** has the same meaning as under section 23 of the *Social Security Act 1991* (Cth).

**'Provider Appointment Report'** or **'PAR'** means an electronic report sent by You, through Our IT

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Systems, recommending that a financial penalty be investigated and applied to a SS Activity Tested Eligible Job Seeker for non-attendance at an Appointment, where You have assessed the SS Activity Tested Eligible Job Seeker has failed to attend without a Valid Reason or a Reasonable Excuse.

**'Provider Exit'** means the manual exiting of an Eligible Job Seeker from Remote Services by You, through the recording of the exit and relevant reasons on Our IT Systems, in accordance with this Agreement including any Guidelines.

**'RAC1' or 'Remote Conditions 1 – Remote Services' or 'Remote Activity Conditions 1 – Remote Employment and Participation Activities'** means the Remote Conditions which set out Your specific obligations in relation to Remote Services and includes any Annexures to those Remote Conditions.

**'RAC2' or 'Remote Conditions 2 - Remote Youth Leadership and Development Corps' or 'Remote Activity Conditions 2 – Remote Youth Leadership and Development Corps'** means the Remote Conditions which set out Your specific obligations in relation to Remote Youth Leadership and Development Corps and includes any Annexures to those Remote Conditions.

**'Reasonable Excuse'** has the same meaning as 'reasonable excuse' in the Social Security Law.

*Note: The Guidelines will provide further guidance in relation to 'Reasonable Excuse' for the purposes of this Agreement.*

**'Recipient Created Tax Invoice' or 'RCTI'** means a recipient created tax invoice as defined in section 195-1 of the GST Act.

**'Reconnection'** means a form of Re-engagement, that follows a DHS decision to apply a connection failure to an SS Activity Tested Eligible Job Seeker record, whereby the SS Activity Tested Eligible Job Seeker is given a requirement to reconnect with You and, if he or she fails to attend the relevant Appointment without a Reasonable Excuse, he or she will lose Income Support Payments from the date of the Appointment until the date he or she reconnects with You.

**'Records'** includes documents, information and data stored by any means and all copies and extracts of the same.

**'Records Management Instructions'** means any Guidelines in relation to the management, retention and disposal of Records.

**'Recurring Employment'** means Employment in relation to which You have already claimed:

- (a) a related 13 Week Outcome Payment; or
- (b) a related 26 Week Outcome Payment,

for the same Eligible Job Seeker, during the same Period of Activities, in the same Employment position, and with the same Employer or Labour Hire Employer.

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**'Re-engagement'** means the process by which DHS re-engages an SS Activity Tested Eligible Job Seeker with employment services or refers the SS Activity Tested Eligible Job Seeker to a more appropriate programme for assessment following an incident (or incidents) of non-compliance with his or her Social Security Activity Test Requirements, a period of Exemption or the completion of an approved activity.

**'Re-engagement Appointment'** means an Appointment for the purposes of Re-engagement that You book when contact is made with a SS Activity Tested Eligible Job Seeker following non-attendance at an Appointment, where You have made an assessment that the SS Activity Tested Eligible Job Seeker did not have a Valid Reason or Reasonable Excuse and a determination to report the non-attendance to DHS through a Non-Attendance Report or Provider Appointment Report.

**'Referral'** or **'Referred'** means a referral of a person to You by DHS, the Department of Employment or DHS Assessment Services.

**'Region'** means one of the CDP geographical areas identified and displayed at: <http://lmip.gov.au/> from time to time, or on such other website as advised by Us from time to time at Our absolute discretion.

**'Regional Employment Target'** means a Performance Target which is a target number of Eligible Job Seekers in a Region who achieve a 26 Week Employment Outcome during a six month period, as determined by Us in accordance with the Guidelines, and Notified to You before the start of the six month period.

**'Register', 'Registration' or 'Registered'** means the act of registering the creation or activation of an Eligible Job Seeker's record on Our IT Systems.

**'Registered Training Organisation' or 'RTO'** means a training organisation which meets the Australian Qualifications Framework *Essential Standards for Registrations* and is registered through the Australian Skills Quality Authority.

**'Regulator'** means the person who is the regulator within the meaning of the WHS Act.

**'Reimbursement'** means any amount paid by You to a third party, for which We have agreed to pay You an equivalent amount under this Agreement, and **'Reimbursed'** has an equivalent meaning where the context admits.

**'Related Entity'** means:

- (a) 'entities connected with a corporation' as defined in section 64B of the *Corporations Act 2001* (Cth) with the word 'You' substituted for every occurrence of the word 'corporation' in that section;



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- (b) if You are a company, an entity that:
- (i) is a holding company of You;
  - (ii) is a subsidiary of You;
  - (iii) is a subsidiary of a holding company of You;
  - (iv) has one or more directors who are also directors of You; or
  - (v) without limiting paragraphs (b)(i) to (b)(iv) of this definition, controls You; or
- (c) or any other type of entity defined in any Guidelines or Notified by Us.

**'Relocation Assistance'** means the assistance provided in accordance with clause 18 [Relocation Assistance] of RAC1, which is only required to be provided to the level described in the Guidelines.

**'Remote Employment Services'** means the Services to be undertaken by You which are described in Part C of RAC1, including the conducting and/or arranging of Activities and the placement and monitoring and support of WfD Participants in those Activities.

**'Remote Conditions'** or **'Remote Activity Conditions'** means those parts of this Agreement that are so named and that contain the specific terms and conditions relating to Remote Services, and Remote Youth Leadership and Development Corps, respectively, and includes any Annexures to those documents.

**'Community Development Programme'** or **'CDP'** means the Commonwealth programme of this name (or such other name as advised by Us from time to time).

**'Remote Services'** means the Services You must provide under RAC1, including Basic Services and Remote Employment Services.

**'Remote Youth Leadership and Development Corps'** or **'RYLDC'** means the Services and Activities of that name set out in RAC2.

**'Report'** means Services Material that is provided by You to Us for the purposes of reporting on the Services in accordance with clause 26 of the General Terms and Conditions.

**'CDP-Ineligible Participant'** means any person who:

- (a) resides in Your Region(s);
- (b) is not an Eligible Job Seeker; and

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- (c) wishes to receive Basic Services, and/or participate in Activities as if they were an Eligible Job Seeker,

but excludes overseas visitors on working holiday visas and persons who are prohibited by law from working in Australia.

**‘CDP Provider’** means a provider of CDP other than You.

**‘RYLDC 20 Week Payment’** means the payment of Funding of that name paid in relation to RYLDC under clause 22 of RAC2.

**‘RYLDC Activities’** means the Services and Activities You must provide in accordance with Part G of RAC2.

**‘RYLDC Eligible’** means eligible to participate in RYLDC in accordance with any Guidelines or as otherwise advised by Us.

**‘RYLDC Exit Survey’** means, for RAC2, a form as advised by Us, which must be completed by You when an RYLDC Participant exits RYLDC.

**‘RYLDC Funds’** means Funding of that name as set out in Part L of RAC2.

**‘RYLDC Initial Payment’** means the payment of Funding of that name paid in relation to RYLDC under clause 21 of RAC2.

**‘RYLDC Participant’** means an Eligible Job Seeker who is RYLDC Eligible and who is participating in RYLDC in accordance with RAC2.

**‘RYLDC Place’** means a place, allocated by Us to You in accordance with RAC2, in which one or more RYLDC Participants can complete an RYLDC Placement.

**‘RYLDC Placement’** means a placement, as specified under clause 6 of RAC2, of an RYLDC Participant:

- (a) in one or more RYLDC Places; and
- (b) for a maximum of 52 weeks.

**‘RYLDC Post-placement Support’** means the support and assistance You must provide to RYLDC Participants in accordance with clause 16 of RAC2.

**‘Security Contact’** means one or more of Your personnel with responsibility:

- (a) for ensuring Your compliance with Our Security Policies;

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- (b) to use the online identity and access management tool to manage system access; and
- (c) to communicate with Us in relation to IT security related matters.

**'Semester'** means a semester (or equivalent) as defined by an education or training institution, where the semester (or equivalent) is 26 weeks in duration but not shorter than 13 weeks and is within at least one half of a 12 month period of Full-Time Study.

**'Serious Incident'** means any circumstance or incident that occurs during, or as a result of, the Services:

- (a) in which a person suffers an injury for which treatment from a doctor or other health practitioner was sought or ought reasonably to have been sought; (b) that draws the attention of the police; or (c) where a person dies.

**'Serious Offence'** means:

- (a) an offence involving the death of, or serious injury to, a person;
- (b) a sex-related offence, including an offence relating to child pornography;
- (c) an offence against a Minor; or
- (d) any other offence Notified by Us.

**'Serious Offence Record'** means a record of conviction, finding of guilt or court order for a Serious Offence.

**'Service Guarantee'** means the document of that name that will be advised by Us to You.

**'Services'** means all of the services to be provided by You under this Agreement.

**'Services End Date'** means the later of:

- (a) the end date of this Agreement specified at item 4 of the Activity Schedule; or
- (b) if the Agreement is extended in accordance with the General Terms and Conditions, the day on which the last extension ends,

unless this Agreement is terminated earlier, in which case the Services End Date is the day on which this Agreement is terminated.

**'Services Material'** means:

- (a) any Material specified to be 'Services Material' or 'Activity Material' in any Guidelines;

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- (b) any other Material (including Reports) produced by, or for, You in carrying out Your obligations under this Agreement; and
- (c) any other Material incorporated in, or supplied with, or as part of the Material referred to in paragraphs (a) and (b),

but does not include Existing Material. 'Services Material' may also be called or otherwise known as **'Activity Material'**.

**'Services Start Date'** means the day on which We sign a copy of this Agreement signed by You or the date specified at item 3 of the Activity Schedule, whichever is the later.

**'Simulated Workplace Experience'** means Activities under RAC2 where You simulate work experience by acting in the role of an employer and providing tasks similar to what would be undertaken in an Employment opportunity.

**'Site'** means the one or more physical locations in Your Region(s) from which You provide Services as specified in item 6.2 of the Activity Schedule.

**'Social Security Activity Test Requirements'** or **'SS Activity Test Requirements'** means the activity test or participation requirements that an Eligible Job Seeker must meet in order to receive an Income Support Payment.

**'Social Security Activity Tested Eligible Job Seeker'** or **'SS Activity Tested Eligible Job Seeker'** means an Eligible Job Seeker with Social Security Activity Test Requirements.

**'Social Security Appeals Process'** means reviews and appeals of decisions made under the Social Security Law.

**'Social Security Law'** means the *Social Security Act 1991* (Cth), the *Social Security (Administration) Act 1999* (Cth), and includes all relevant subordinate legislation, as amended from time to time.

**'Special Benefit'** has the meaning given to the term 'special benefit' in the Social Security Law.

**'Specified Acts'** means any of the following acts or omissions by or on behalf of Us:

- (a) using, reproducing, adapting or exploiting all or any part of the Services Material, with or without attribution of authorship;
- (b) supplementing the Services Material with any other Material; or

## General Terms and Conditions

- (c) using the Services Material in a different context to that originally envisaged, but does not include false attribution of authorship.

**‘Supervisor’** means a person who has the responsibility for supervising Eligible Job Seekers who are participating in an Activity.

**‘Supported Wage System’** or **‘SWS’** means the Australian Government programme that makes provision for eligible people with disability to access a productivity based wage assessment.

**‘Suspension’** means a period of time of that name, as recorded by either You (in accordance with this Agreement) or DHS on Our IT System, during which the requirement to provide Remote Services to an Eligible Job Seeker is suspended. **‘Suspend’** or **‘Suspended’** means the act of imposing a Suspension.

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

**‘Taxable Supply’** has the same meaning a ‘taxable supply’ in section 195-1 of the GST Act.

**‘Term of this Agreement’** means the period of time specified in clause 5 of the General Terms and Conditions.

**‘Torres Strait Regional Authority’** or **‘TSRA’** means a body corporate of that name established under the *Aboriginal and Torres Strait Islander Act 2005*.

**‘Training’** means any training Activity unless otherwise advised by Us.

**‘Transition Period’** means the period or periods, if any, which is:

- (a) Notified by Us to You in accordance with clause 50 [Transition out and cooperation to enable continuation of Services] of the General Terms and Conditions; or
- (b) otherwise specified in clause 50) of the General Terms and Conditions.

**‘Unpaid Work Experience Placement Activities’** means a short-term unpaid work experience placement under RAC2 that allows an Eligible Job Seeker to gain vocational skills.

**‘Unsubsidised Self-Employment’** means self-employment where an Eligible Job Seeker does not receive a personal income subsidy of any kind.

**‘Upgrade’** means a change, as specified in any Guidelines, in an Eligible Job Seeker’s Employment, where the change:

- (a) occurs after You have recorded, on Our IT System, the completion of the Initial Interview with that Eligible Job Seeker;
- (b) occurs as a result of additional Remote Services provided by You, as specified in any Guidelines, in relation to an Employer and/or Eligible Job Seeker which are directly

## General Terms and Conditions

responsible for an increase in the Eligible Job Seeker's earnings, or number of hours worked in the relevant Employment;

- (c) is permanent and results in:
  - (i) the Employment satisfying the requirements for a Full Employment Outcome; and
  - (ii) an Effective Exit, and
- (d) is recorded on Our IT System within 28 days of the day on which the change occurred in accordance with any Guidelines.

**'Vacancy'** means any one or more vacant positions for paid Employment with an Employer, that are obtained and recorded on Our IT Systems by You in accordance with clause 16 [Job Matching, Referral and Placement] of RAC1, and that are not:

- (a) positions involving nudity or in the sex industry, including retail positions;
- (b) an Activity or any other unpaid work, including a placement in Unpaid Work Experience Placement Activities;
- (c) positions in contravention of Commonwealth, State or Territory legislation or which involve terms and conditions of employment which are inconsistent with the relevant workplace relations laws, or any instrument made under such laws;
- (d) positions in a training course;
- (e) positions in a programme funded by the Commonwealth or by a State or Territory government;
- (f) in another country, regardless of whether the salary is paid in Australian dollars or by an Australian company; or
- (g) positions that We have advised, from time to time, are not acceptable.

**'Valid Reason'** means a valid and acceptable reason as specified in any Guidelines.

**'Vocational Barriers'** means a lack of appropriate training, skills or qualifications for employment.

**'Voluntary Work Activities'** means the Activities as specified in any Guidelines.

**'Volunteer Eligible Job Seeker (Activity Tested)'** means an Eligible Job Seeker who is subject to an Exemption from an SS Activity Test Requirement or who otherwise satisfies their SS Activity Test Requirement and who volunteers to participate in Remote Services.

## General Terms and Conditions

**‘Volunteer Eligible Job Seeker (Non-activity Tested)’** means an Eligible Job Seeker who does not have SS Activity Test Requirements.

**‘Vulnerable Person’** means an individual who is, or may be, unable to fully take care of themselves, or is unable to protect themselves against harm or exploitation by reason of age, illness, trauma, disability or any other reason, or are otherwise in a position of vulnerability due to the nature of a particular set of circumstances or relationship, and includes a Minor.

**‘We’, ‘Us’, ‘Our’** means the Commonwealth as represented by the Department of the Prime Minister and Cabinet, or any other government agency or department as may administer or perform the functions of that department from time to time.

**‘WfD Participant’** means an Eligible Job Seeker who:

- (a) is required to participate in Work for the Dole because they meet the participation criteria for WfD Participants as set out in the Guidelines; or
- (b) does not satisfy paragraph (a), but has otherwise voluntarily elected to participate in Work for the Dole.

**‘WHS Act’** means the *Work Health and Safety Act 2011* (Cth) and any corresponding WHS law within the meaning of section 4 of the WHS Act.

**‘WHS Code of Practice’** means any code of practice approved for the purposes of the WHS Act.

**‘WHS Entry Permit Holder’** has the same meaning as that given in the WHS Act.

**‘WHS Laws’** means the WHS Act and WHS Regulations.

**‘WHS Regulations’** means the regulations made under the WHS Act.

**‘Work Assignment’** means one or more work opportunities, where an Eligible Job Seeker’s or Eligible Job Seekers’ services are provided to a Labour Hire Employer following the placement of that Eligible Job Seeker or Eligible Job Seekers into a Paid Work Arrangement with a labour hire organisation or a group training organisation, that are obtained and recorded on Our IT Systems by You in accordance with clause 16 [Job Matching, Referral and Placement] of RAC1, and that are not:

- (a) positions involving nudity or in the sex industry, including retail positions;
- (b) an Activity or any other unpaid work, including as described in the Guidelines;
- (c) positions in contravention of Commonwealth, State or Territory legislation or which involve terms and conditions of employment which are inconsistent with the relevant workplace relations laws, or any instrument made under such laws;

## General Terms and Conditions

- (d) positions in a training course;
- (e) positions in a programme funded by the Commonwealth or by a State or Territory government, such as the Community Jobs Programme, and as advised by Us from time to time;
- (f) in another country, regardless of whether the salary is paid in Australian Dollars or by an Australian company; or
- (g) positions that We have advised, from time to time, are not acceptable.

**‘Workplace Activities’** means activities in accordance with clause 13 of RAC2 and which include Work Trials, Unpaid Work Experience Placement Activities, voluntary activities and Simulated Workplace Experience.

**‘Workplace Buddy’** means an employee of the workplace in which an RYLDC Participant has been placed into Employment who is tasked by the relevant Employer with providing workplace support to the RYLDC Participant.

**‘Work for the Dole’** means the program of work of that name which is an ‘approved program of work for income support payment’ (as that term is defined in the *Social Security Act 1991* (Cth)) as it applies to CDP, or any other approved program of work for income support payment which We Notify to You.

**‘Work for the Dole Payment’** means a Payment of that name described in clause 44 [Work for the Dole Payments] of RAC1.

**‘Work Trial’** means a short period of paid employment on a trial or probation basis.

**‘Work with a Vulnerable Person’** means the performance by You, or on Your behalf, of any of Your obligations under this Agreement which involves Contact with a Vulnerable Person.

**‘Year 12’** means, depending on the State or Territory, the final year of compulsory education, or the first or second year of post-compulsory education.

**‘You’** means the funding recipient under this Agreement, and includes Your personnel, successors and assigns, and any constituent entities of Your organisation, and includes reference to an Application Group contracted under this Agreement, where applicable, and **‘Your’** has an equivalent meaning.

**‘Your Region Coverage’** means the portions of Your Region(s) in which You must provide the Services, as identified at item 7.2 of Your Activity Schedule.

**‘Your Region(s)’** means the Regions identified at items 6.1 and 7.1 of Your Activity Schedule.



## General Terms and Conditions

**'Youth Allowance'** has the meaning given to the term 'youth allowance' by the *Social Security Act 1991* (Cth).

## General Terms and Conditions

### ANNEXURE 2 to the Remote General Terms and Conditions

#### NON-DISCLOSURE DEED (CLAUSE 17.11)

#### DEED POLL as to CONFIDENTIALITY & PRIVACY

I,

Full name in block letters

of:

Full residential address

employed by:

Name of organisation/company/agency

being a person who is authorised to represent and bind the above named organisation/company /agency (**'the Recipient'**), agree on behalf of the Recipient for the benefit of the [insert the name of the Provider] (**'the Provider'**), in connection with any services performed by the Recipient for the Provider (**'the Works'**) as follows:

1. For the purpose of the Works, the Recipient will receive and have access to information which:
  - (a) is identified as confidential;
  - (b) the Recipient knows or ought to know is confidential;

## General Terms and Conditions

(c) is by its nature confidential; or

(d) is Personal Information,

collectively, '**Confidential Information**'.

For the purpose of this clause, '**Personal Information**' means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

2. Subject to clause 3 of this deed, the Recipient must:

(a) at all times treat as confidential and must not disclose to any person any Confidential Information;

(b) at all times keep all Confidential Information securely stored in accordance with any directions by the Provider;

(c) deliver up to the Provider all Confidential Information in its possession or control, as directed by the Provider; and

(d) not:

(i) copy or duplicate or reproduce in any manner whatsoever, or evolve translations of or extractions from, any portion of the Confidential Information; or

(ii) modify, create or recreate by any means in whole or in part any aspect or version of the Confidential Information or cause or permit any other person to do any of the foregoing.

3. The restrictions under clause 2 of this deed do not apply to disclosure of any information:

(a) to the extent to which it is required or authorised by law;

(b) to the extent to which it is absolutely necessary to enable the Recipient to lawfully complete the Works; or

(c) which is in, or comes into, the public domain otherwise than by disclosure in breach of this deed.

4. The Recipient must:

(a) take all action as may be necessary to satisfy its obligations under this deed;

(b) promptly notify the Provider of any unauthorised possession, disclosure, use or knowledge of the Confidential Information and take all steps necessary to prevent the recurrence of such possession, disclosure, use or knowledge;

## General Terms and Conditions

- (c) co-operate with the Provider in any litigation against third parties which might be considered necessary or appropriate by the Provider to protect the Confidential Information; and
- (d) do, or cause to be done, all acts, matters and things, and execute or cause to be executed all agreements, deeds and other documents as may be necessary to give effect to this deed.

### General Terms and Conditions

EXECUTED as a deed poll

DATED: \_\_\_\_\_ day of \_\_\_\_\_, 20 .

SIGNED SEALED AND DELIVERED by

.....

(Signature)

in the presence of:

.....

(Signature of witness)

.....

(Name of witness in full)



**ATTACHMENT 2: NEW RAC 1**







# FUNDING AGREEMENT 2013 – 2018

## Community Development Programme

### RAC 1

**Reader's Guide: Information about Remote Services**

This RAC1 sets out what You must do as Remote Services from 1 July 2015.

There are 2 categories of Remote Services that You must provide:

- (a) **'Basic Services'**: These are Remote Services You must provide in respect of all Eligible Job Seekers, to provide them with the integrated case management and support they need in order to find and keep a job. It includes:
- i. Making regular contact with Eligible Job Seekers, including referral and registration services, undertaking Initial Interviews, Assessments and ongoing Contacts;
  - ii. Providing services designed to help Eligible Job Seekers find and keep a job, including preparation and maintenance of Job Plans, undertaking general employer and community engagement activities, maintaining Jobsearch Facilities and providing employment assistance (including Mentoring) to Eligible Job Seekers;
  - iii. Supporting Eligible Job Seekers to meet the requirements in their Job Plan;
  - iv. Providing additional support for Eligible Job Seekers with a disability;
  - v. Undertaking compliance monitoring and reporting in respect of Eligible Job Seekers;
  - vi. Managing the Exit of Eligible Job Seekers from the CDP;
  - vii. activities and assistance under RAC2, where You are satisfied that such activities and assistance are suitable for the Eligible Job Seeker and that Eligible Job Seeker is RYLDC Eligible; and
  - viii. undertaking general activities that support economic development of the communities in Your Region(s).

These Basic Services are described in **Part B** of this RAC 1.

- (b) **'Remote Employment Services'**: You must provide Remote Employment Services in respect of all **'WfD Participants'**. These are Eligible Job Seekers who:
- i. are aged 18-49 years and meet the other criteria for participation in Work for the Dole which are specified in the Guidelines; and
  - ii. do not meet those criteria for participation, but choose to participate in Work for the Dole.

For all other Eligible Job Seekers (these are called **'Basic Participants'**), You are only required to provide Basic Services.

## Remote Conditions 1 (RAC 1)

As part of Remote Employment Services:

- i. You must establish and conduct Activities which allow WfD Participants to meet their requirement to participate in Work for the Dole.

Some Activities can be provided through You arranging a Host to undertake them (a placement in an Activity that is Hosted is known as a '**Hosted Placement**').

Irrespective of whether placements are Hosted or not, You will remain responsible for ensuring they are properly supervised, safe and otherwise comply with the Guidelines for Activities.

- ii. You must place each WfD Participant in Activities that allow them to meet the requirements in their Job Plan to participate in Work for the Dole, up to their Assessed capacity to work.

- iii. You must monitor and support WfD Participants' attendance in their Activities in accordance with this Agreement.

Further information about the Remote Employment Services and Activities is in **Part C** of this RAC1.

**Part D** of this RAC 1 sets out:

- (a) the Payments that will be made to You as a result of undertaking the Remote Services:

- i. there are two types of monthly payments associated with the provision of Basic Services and Remote Employment Services to Eligible Job Seekers:

- A. Work for the Dole Payments – payable where You provide both Basic Services and Remote Employment Services to Eligible Job Seekers; and

- B. Basic Payments – payable where You only provide Basic Services to Eligible Job Seekers; and

- ii. Employment Outcomes Payments are payable on achievement of Employment Outcomes for all Eligible Job Seekers (ie, both Basic Participants and WfD Participants); and

- (b) how You must use any Employer Incentive Funding that is provided to You.

In some circumstances, We may also pay You a one-off amount of Funding in relation to Your strengthening organisation governance obligations, or make Ancillary Payments.

CDP Remote Conditions 1 – Remote Services

## REMOTE CONDITIONS 1 - Remote Services

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CDP Remote Conditions 1 –Remote Services  
Execution version: 27 May 2015

Effective Date: 1 July 2015

## **OPERATIVE PROVISIONS**

### **PART A INTRODUCTION**

#### **1. Application**

1.1 The Remote Services include Basic Services and Remote Employment Services. The Remote Services also include receiving and using Employer Incentive Funding in accordance with this RAC1 and the Agreement.

1.2 You must provide Basic Services to, or in respect of, all Eligible Job Seekers, who are Referred to, or who Directly Register with, You. The Basic Services are further described in in **Part B** of this RAC1, but include the following:

- (a) providing individual integrated case management and support to each Eligible Job Seeker:
  - (i) to build their 'job readiness' and make them more employable over the longer term so as to lead them into sustainable employment;
  - (i) that is tailored to their needs, and the needs of the communities in Your Region(s) and the local labour market;
  - (ii) within a framework that recognises and is sensitive to all factors relevant to the Eligible Job Seeker, including their cultural and community context, parental and caring responsibilities, age, language, skills and experience; and
  - (iii) if they are with disability, that takes into account their disability, its effect on their capacity to work and any relevant barriers;
- (b) engaging with:
  - (i) Employers;
  - (ii) other programmes, services and organisations in Your Region(s); and
  - (iii) Eligible Job Seekers;



**Remote Conditions 1 (RAC 1)**

- (c) actively assisting each Eligible Job Seeker to obtain employment in the communities in Your Region(s), elsewhere in Your Region(s) or in other locations (should they wish to move to take up opportunities in other locations);
- (d) providing additional and tailored assistance for Eligible Job Seekers with disability, including seeking assistance for relevant Eligible Job Seekers and Employers to apply for assistance from the Employment Assistance Fund and the Supported Wage System;

## Remote Conditions 1 (RAC 1)

- (e) undertaking compliance and reporting activities in relation to Eligible Job Seekers;
- (f) managing the Exit of Eligible Job Seekers from the CDP;
- (g) until all RYLDC Participants have exited their RYLDC Placement, undertaking RYLDC Activities in accordance with RAC2; and
- (h) undertaking general activities that support economic development of the communities in Your Region(s).

1.3 You must provide Remote Employment Services to, or in respect of, all of Your Eligible Job Seekers who are WfD Participants (You must provide Remote Employment Services in addition to providing Basic Services to, or in respect of, those persons). The Remote Employment Services are further described in in **Part C** of this RAC1, but include following:

- (a) establishing and conducting (or arranging for a Host to establish and conduct) Activities which allow WfD Participants to meet their requirement to participate in Work for the Dole;
- (b) placing each WfD Participant in Activities that allow them to meet the requirements in their Job Plan; and
- (c) monitoring and supporting WfD Participants' attendance in their Activities in accordance with this Agreement.

1.4 You must undertake all Remote Services in accordance with:

- (a) this Agreement;
- (b) for each Eligible Job Seeker:
  - (i) their Job Plan;
  - (ii) their most recent Assessment of work capacity by DHS Assessment Services, if relevant;
  - (iii) their SS Activity Test Requirements, if they are a SS Activity Tested Eligible Job Seeker; and
- (c) any other requirements Notified to You by Us, from the Eligible Job Seeker's Commencement until:
- (d) they Exit (subject to any Suspension); or

## Remote Conditions 1 (RAC 1)

(e) they otherwise cease to be an Eligible Job Seeker.

### 2. CDP Ineligible Participants

2.1 An CDP Ineligible Participant is a person who resides in Your Region(s) and is not an Eligible Job Seeker but who wishes to receive Basic Services and/or participate in Activities as if they were an Eligible Job Seeker. A person who is an overseas visitor or on a working holiday visa or is prohibited by law from working in Australia is not an CDP Ineligible Participant and You must not provide any Remote Services to, or in respect of, that person.

2.2 Unless the Guidelines provide to the contrary:

- (a) if a person presents to You without a Referral and is not an Eligible Job Seeker, but is an CDP Ineligible Participant, You must Directly Register the person in accordance with the Guidelines, and begin providing Services to them as set out in this clause and the Guidelines;
- (b) You must make Your JobSearch Facilities available to CDP Ineligible Participants, as if they were an Eligible Job Seekers;
- (c) You may provide Remote Services to or in respect of CDP Ineligible Participants as if they were Eligible Job Seekers, but only in accordance with the Guidelines;
- (d) if the Guidelines specify that You must provide particular Remote Services to CDP Ineligible Participants as if they were Eligible Job Seekers, You must provide those Remote Services in accordance with the Guidelines;
- (e) You must ensure that:
  - (i) any CDP Ineligible Participants who participate in CDP do so of their own free will; and
  - (ii) any opportunities that You provide for CDP Ineligible Participants do not have the effect of displacing or replacing paid workers, Eligible Job Seekers or reducing the amount of paid work available to workers;
- (f) You must comply with the Guidelines which specify how or when an CDP Ineligible Participant is or must be Exited; and
- (g) No Monies are payable for Remote Services provided to, or in respect of, CDP Ineligible Participants under paragraphs (a), (b), (e) or (f) of this clause (and You are not entitled to receive, and must not claim, any such Monies);
- (h) You may be paid Monies for Remote Services provided to, or in respect of, CDP Ineligible Participants under paragraphs (c) or (d) of this clause if:

- (i) the Guidelines specify that Monies are payable for those Remote Services; and
- (ii) You comply with any processes or conditions associated with that payment which are set out in those Guidelines.

## **Remote Conditions 1 (RAC 1)**

### **PART B BASIC SERVICES**

#### **Contact with Eligible Job Seekers**

### **3. Referral and Registration of Eligible Job Seekers**

#### *Referrals*

3.1 You must only accept Referrals of Eligible Job Seekers made:

- (a) through Our IT Systems; or
- (b) directly by DHS Assessment Services.

*Note: Our IT Systems will alert You to Referrals by recording an Appointment for Eligible Job Seekers in Your Electronic Diary.*

3.2 Where an Eligible Job Seeker is Referred to You, You must:

- (a) conduct an Initial Interview with them at the relevant Appointment made by DHS in Your Electronic Diary; and
- (b) begin servicing them thereafter in accordance with this Agreement.

#### *Direct Registration of Eligible Job Seekers without a Referral*

3.3 Where a person presents to You without a Referral, You must:

- (a) determine if the person is an Eligible Job Seeker in accordance with the Guidelines;
- (b) if the person is an Eligible Job Seeker, immediately:
  - (i) Directly Register the person in accordance with the Guidelines;
  - (ii) conduct an Initial Interview with them; and
  - (iii) begin servicing them in accordance with this Agreement; and

## Remote Conditions 1 (RAC 1)

- (c) within four weeks of the Direct Registration, and if appropriate, refer each Eligible Job Seeker to DHS to determine the Eligible Job Seeker's eligibility for Income Support Payment.

### *Relocation of Eligible Job Seekers and transfer from You*

3.4 If an Eligible Job Seeker changes residential address and:

- (a) at the time of the change, is Registered with You; and
- (b) their new residential address is outside Your Region(s),

We or DHS may transfer the Eligible Job Seeker to an CDP Provider or to a Non-remote Provider, if relevant, and You must facilitate the transfer and provide sufficient assistance and cooperation to enable this to occur.

## Remote Conditions 1 (RAC 1)

### *Transfer of Eligible Job Seekers to You*

- 3.5 If an Eligible Job Seeker is transferred to You from another Region, You must:
- (a) immediately arrange an initial Contact and start providing Remote Services to the Eligible Job Seeker in accordance with this Agreement;
  - (b) at the initial Contact with the Eligible Job Seeker:
    - (i) explain the Remote Services that You will provide; and
    - (ii) review and update his or her Job Plan, in accordance with this Agreement; and
    - (iii) record completion of the initial Contact in Our IT Systems in accordance with the Guidelines; and
  - (c) provide sufficient assistance and cooperation to any relevant person, including as nominated by Us, so as to enable Remote Services to be provided or continue to be provided to the Eligible Job Seeker.

3.6 The sufficient assistance and cooperation that You must provide under clauses 3.4 and 3.5(c) includes, as a minimum, complying with Our directions, if any, in relation to:

- (a) the transfer of Eligible Job Seeker Services Records and any relevant Commonwealth Material; and
- (b) the redirection of Eligible Job Seekers, from  
or to You (as relevant).

## **4. Appointments with Eligible Job Seekers**

### *General*

- 4.1 Unless We have otherwise agreed, You must ensure that Your Electronic Diary has, at all times, capacity to receive an Appointment for an Eligible Job Seeker, at a location appropriate to that Eligible Job Seeker, within the next two business days, for the purposes of:
- (a) conducting an Initial Interview; or

## Remote Conditions 1 (RAC 1)

(b) Re-engagement.

4.2 Where:

- (a) an Eligible Job Seeker Directly Registers with You; or
- (b) an Eligible Job Seeker does not attend an Appointment; or

## Remote Conditions 1 (RAC 1)

(c) You or the Eligible Job Seeker needs to reschedule an Appointment,

You must make an Appointment with the Eligible Job Seeker at the next available opportunity, unless clause 24 of this RAC1 or the Guidelines specify otherwise.

### *Conducting Appointments*

4.3 Where an Eligible Job Seeker has an Appointment with You, You must, in accordance with this Agreement including the Guidelines, meet with the Eligible Job Seeker on the date of the Appointment as recorded in Your Electronic Diary.

## 5. Initial Interviews

5.1 During an Initial Interview with an Eligible Job Seeker, You must, in accordance with the Guidelines:

- (a) confirm the Eligible Job Seeker's identity;
- (b) explain the Remote Services that You will provide, including, where applicable, which Activities will make the Eligible Job Seeker eligible to receive an Approved Program of Work Supplement;
- (c) for SS Activity Tested Eligible Job Seekers and DSP Recipients (Compulsory), explain their rights and obligations under the Social Security Law and the consequences of not meeting their obligations;
- (d) use the JSCI to assist with identifying the Eligible Job Seekers' individual circumstances;
- (e) conduct an Assessment of the Eligible Job Seeker and record their work history, qualifications and identified skills;
- (f) provide a copy of the Code of Practice to the Eligible Job Seeker and explain its use;

- (g) explain the use of Jobsearch Facilities and where those facilities are available;
- (h) provide advice about the best ways to look for and find work and discuss local Employment opportunities;
- (i) provide information about skill shortage areas and jobs available within and outside Your Region(s);
- (j) discuss the Eligible Job Seeker's potential participation in Work for the Dole, including whether the Eligible Job Seeker meets the participation criteria specified in the Guidelines; and
- (k) prepare, or where one already exists, update a Job Plan with each Eligible Job Seeker, which meets the requirements of clause 10 of this RAC1.

5.2 You must record completion of the Initial Interview in Our IT Systems in accordance with the Guidelines.

## 6. Ongoing Contacts

6.1 Subject to clauses 6.2 and 6.3, You must provide each Eligible Job Seeker with monthly Contacts during their Period of Activities to discuss their progress and review the Activities they are engaged in.

*Note: The timing and duration of a Contact within a particular month is not specified and will depend on the individual circumstances of each Eligible Job Seeker, as determined by You.*

6.2 In addition to the requirements in clause 6.1, You must provide each Eligible Job Seeker with the number of Contacts required to ensure successful completion of any Activity being undertaken by the Eligible Job Seeker pursuant to his or her Job Plan, including any required attendance in Activities.

*Note: See Part C below and the Guidelines for further information about Activities.*

6.3 We may require You, by Notice, to increase the frequency of Contacts beyond that specified in clause 6.1 for any reason.

## 7. Content of ongoing Contacts

7.1 You must tailor the timing, location and duration of Contacts to meet the circumstances of each Eligible Job Seeker.

7.2 Issues covered during Contacts must be appropriate to the circumstances of each Eligible Job Seeker and may include:

- (a) identification and recording of any relevant changes in Our IT Systems;



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- (b) identification of, and referral to, any relevant Activities;
- (c) a discussion regarding an Eligible Job Seeker's progress in relation to his or her Job Plan since his or her last Contact;
- (d) assistance in identifying appropriate job vacancies and opportunities;
- (e) a review of an Eligible Job Seeker's progress towards overcoming identified Vocational Barriers and Non-vocational Barriers to Employment;
- (f) a review and update of an Eligible Job Seeker's Job Plan, if relevant; and
- (g) any other matters specified in relation to Contacts in the Guidelines.

### 8. Mode of Contacts

8.1 Where You are required to provide a Contact, the Contact must be physically face to face, except:

- (a) where the Eligible Job Seeker resides in an area which is affected by extreme weather conditions or a natural disaster; or

- (b) when the Eligible Job Seeker is participating in:
  - (i) full-time Training, education or Employment; or
  - (ii) another activity outside of their community in accordance with his or her Job Plan,

and their participation in those activities restricts their availability to physically participate in the Contact; or

*Note: The mere fact that an Eligible Job Seeker is participating in Activities to meet a requirement to participate in Work for the Dole is not automatically a reason why a Contact should not be physically face-to-face.*

- (c) where the Eligible Job Seeker requires a Re-engagement appointment to be booked by DHS within 48 hours and You are not going to be in the relevant location/ community; or
- (d) in any other circumstance described in the Guidelines or as advised by Us from time to time.

## **9. Assessments**

9.1 An Assessment should consider and address the Eligible Job Seeker's:

- (a) Non-vocational Barriers which might affect their chance to gain Employment and which require assistance to address;
- (b) current literacy and numeracy needs, qualifications and educational achievements;
- (c) job readiness and previous participation history, including any unpaid work experience;
- (d) participation in voluntary activities and programme participation skills and experience in direct relation with the labour market, including future skill requirements; and
- (e) job search experience, resume and any previous written applications.

9.2 In addition to the Assessment referred to at clause 5.1(e), You must conduct an Assessment if at any time an Eligible Job Seeker:

- (a) completes an activity under their Job Plan;
- (b) experiences a significant change in circumstances; or

(c) discloses information that relates to that Eligible Job Seeker's skills or barriers to Employment,

such that their most recent Assessment is no longer accurate, and You must conduct a new Assessment in accordance with the Guidelines.

9.3 You must:

- (a) record the new Assessment referred to in clause 9.2 in Our IT Systems, including updating the JSCL, if required; and
- (b) review and update the Eligible Job Seeker's Job Plan, as appropriate.

9.4 In addition to Your obligations under clauses 9.1 to 9.3, if an Eligible Job Seeker:

- (a) experiences a significant change in circumstances; or
- (b) discloses information,

that indicates that an ESAt might be required, You may, if appropriate, refer them to DHS Assessment Services for further assessment in accordance with the Guidelines.

### **Helping Eligible Job Seekers to find and retain a job**

## **10. Job Plans**

### **Reader's Guide: Information about Job Plans**

The Job Plan underpins the provision of Remote Services to an Eligible Job Seeker. The Job Plan, which will be recorded on Our IT Systems, is the key record which will set out an individualised pathway to Employment for each Eligible Job Seeker.

You are responsible for tailoring each Job Plan to the needs and participation requirements of individual Eligible Job Seekers. Each Job Plan must outline the agreed activities to be undertaken to gain sustainable Employment or, for Early School Leavers, a Year 12 or equivalent qualification.

You must comply with all requirements in the Guidelines about Job Plans. Each Job Plans will include elements such as:

- (a) a requirement for Contact between You and the Eligible Job Seeker; and
- (b) details of the Eligible Job Seeker's mutual obligations.

The Job Plan for all WfD Participants must include a requirement in their Job Plan to participate in Work for the Dole, up to a maximum of 25 hours per week or their Assessed capacity to work. You

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must use the method specified in the Guidelines (eg the Activity Diary) for all WfD Participants to record the specific details (including timing) of the Activities that will be used to meet the requirement in their Job Plan to participate in Work for the Dole, and to record their attendance in those Activities.

You will need to update the Job Plan regularly throughout the Eligible Job Seeker's Period of Activities. You are required to retain a copy of the signed Job Plan.

For SS Activity Tested Eligible Job Seekers, a Job Plan is an 'employment pathway plan' for the purposes of the Social Security Law, and is the principal tool used in setting the participation requirements for SS Activity Tested Eligible Job Seekers to meet their SS Activity Test Requirements. For DSP Recipients (Compulsory), the Job Plan is a 'participation plan' under the Social Security Law.

- 10.1 You must ensure that, at all times, each Eligible Job Seeker has a current Job Plan.
- 10.2 You must take reasonable steps to ensure that each Eligible Job Seeker has an Appointment with You as soon as possible after 1 July 2015, and enters into a Job Plan at that Appointment. Until this first Appointment:
- (a) You will be deemed to have complied with clause 10.1 if the Eligible Job Seeker has an "Individual Pathway Plan", which complied with this RAC 1 as it applied on 30 June 2015; and
  - (b) clause 10.7 will not apply to a plan described in paragraph (a) above; and
  - (c) references in this Agreement to a "Job Plan" will include a reference to a plan described in paragraph (a) above.

*Note: You will not be able to create a new Individual Pathway Plan, or update an existing Individual Pathway Plan, after 30 June 2015 (You will need to create a new Job Plan using Our IT Systems).*

- 10.3 You must ensure that a Delegate reviews, and, if appropriate, updates the terms of any existing Job Plan:
- (a) when the SS Activity Test Requirements in an SS Activity Tested Eligible Job Seeker's Job Plan are completed or expire;
  - (b) if an Eligible Job Seeker's circumstances change such that the Job Plan is inaccurate or becomes out of date, including where the Eligible Job Seeker transfers from another Region or where the change in circumstances affects whether the Eligible Job Seeker is required to participate in Work for the Dole;
  - (c) when an Eligible Job Seeker leaves the Remote Youth Leadership and Development Corps;

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- (d) following a failure of an SS Activity Tested Eligible Job Seeker to fully comply with their SS Activity Test Requirements;
- (e) in accordance with this Agreement; or
- (f) as We otherwise require.

*Contents of a Job Plan*

10.4 Subject to this clause 10, You must determine the most appropriate activities to include in the Job Plan of each Eligible Job Seeker.

10.5 Each Job Plan must:

- (a) comply with any requirements in the Guidelines about Job Plans;
- (b) be in a form We have approved;

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contain terms that are specifically tailored to address the Eligible Job Seeker's level of disadvantage, individual needs, barriers to Employment and Partial Capacity to Work;

- (d) specify when each activity specified in the Job Plan will start and finish;
- (e) draw from a mix of vocational and non-vocational activities that the Eligible Job Seeker is to undertake during their current Period of Activities, with a particular focus on developing the skills that the Eligible Job Seeker needs to improve his or her chances of obtaining sustainable Employment or Unsubsidised Self-Employment;
- (f) specify any Intervention for Non-vocational Barriers that the Eligible Job Seeker needs to complete to overcome a Non-vocational Barrier;
- (g) specify any activities being undertaken by the Eligible Job Seeker in the Remote Youth Leadership and Development Corps; and
- (h) include a requirement for Contact between the Eligible Job Seeker and You during their current Period of Activities.

### 10.6 The Job Plan for an SS Activity Tested Eligible Job Seeker must:

- (a) contain terms with which they must comply in order to satisfy their SS Activity Test Requirements; and
- (b) be amended to include details of additional voluntary activities, if they:
  - (i) are fully meeting their SS Activity Test Requirements; and
  - (ii) agree to participate in additional activities; and
- (c) contain any other matters which are specified in the Guidelines.

### 10.7 The Job Plan for a WfD Participant must:

- (a) include a requirement to participate in Work for the Dole, up to their Assessed capacity to work, which must be described as a compulsory activity unless the WfD Participant does not satisfy all of the participation criteria for Work for the Dole specified in the Guidelines (for these types of WfD Participants, references in this Agreement to a 'requirement' in their Job Plan to participate in Work for the Dole include references to their agreement in their Job Plan to do so); and

- (c)
- (b) specify the number of hours each week during which the WfD Participant will participate in Work for the Dole, which must be consistent with any maximum and minimum number of hours set out in the Guidelines.

10.8 The relevant Delegate must:

- (a) undertake any matter concerning entering, and implementing, a Job Plan;
- (b) sign each Job Plan, and then provide a signed copy to the Eligible Job Seeker (unless the Guidelines specify otherwise);
- (c) take steps to ensure that the Eligible Job Seeker complies with the terms of his or her Job Plan;
- (d) review and, where appropriate, amend existing Job Plans;
- (e) cancel or suspend Job Plans, as appropriate;
- (f) create and maintain documentation in relation to Job Plans; and
- (g) enter information into Our IT Systems in relation to Job Plans, and do so in accordance with any requirements in the Guidelines.

## 11. Engagement with Employers

11.1 You must:

- (a) build linkages with Employers ranging from private-sector businesses, large and small, to all levels of government inside and outside of Your Region(s) that achieve employer engagement that best enables You to deliver Remote Services under this Agreement;
- (b) work with Employers in Your Region(s) and in adjacent Regions to identify emerging job opportunities and the skills needed to do those jobs within sufficient lead time so that the skills of Eligible Job Seekers can be developed to the levels required by Employers so as to fill those opportunities;
- (c) provide Post-placement Support to Eligible Job Seekers placed in Employment, as required;
- (d) work with Employers and communities in Your Region(s) to support all Activities, so as to create ongoing jobs and provide training and work experience as pathways to Employment,

in accordance with the Guidelines.

**12. Engagement with other programmes, services and organisations in Your Region(s)**

12.1 You must:

- (a) work cooperatively with the Commonwealth, State and local government; private and community services; and stakeholders who provide other programmes in Your Region(s);
- (b) develop linkages with non-government organisations that have existing resources, social capital, and expertise in delivering services; and after performing Your obligations in accordance with clauses 12.1(a) and 12.1(b), identify programmes that would help to address Eligible Job Seekers' needs and, where appropriate, refer Eligible Job Seekers to those programmes as an activity the Eligible Job Seekers undertake pursuant to their Job Plan,

so that Remote Services occur in conjunction with those programmes, projects, services and organisations.

**13. Jobsearch Facilities**

13.1 You must, during business hours, in at least one Full-Time Site in each of Your Region(s):

- (a) make Jobsearch Facilities available; and
- (b) provide guidance, training and assistance in the use of Jobsearch Facilities,

for the purpose of enabling Eligible Job Seekers to search for work, investigate work related matters and create online resumes.

13.2 At all times throughout the Term of this Agreement, You must:

- (a) comply with any of Our directions concerning the location, maintenance and operation of Jobsearch Facilities and the installation of additional Jobsearch Facilities;
- (b) ensure that Jobsearch Facilities are kept secure, protected, clean, well maintained, and fully operational (unless prevented by circumstances beyond Your control);
- (c) put in place reasonable measures to prevent vandalism to Jobsearch Facilities; and
- (d) ensure that, consistent with the Guidelines and Our instructions, Eligible Job Seekers are prevented from accessing web sites that contain inappropriate material, including but not limited to, gambling web sites, web sites that contain



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- (c) pornography, and sites that are otherwise not relevant to the purposes of clause 13.1(a).

### 14. Employment Assistance

- 14.1 You must actively assist Eligible Job Seekers to obtain and keep Employment in the communities in Your Region(s), elsewhere in Your Region(s), or in other Regions (should they wish to move to take up opportunities in other Regions) including by:
- (a) providing one-on-one help in applying for jobs and preparing for interviews;
  - (b) job matching, referrals and placement in accordance with clause 16;
  - (c) providing Mentoring and on-the-job training to assist Eligible Job Seekers with keeping jobs;
  - (d) where necessary, providing or arranging basic skills training which directly meets the needs of an Employer, including arranging for driver's licence and language, numeracy or literacy training as appropriate;
  - (e) providing Post-placement Support to Eligible Job Seekers placed in Employment, as required; and
  - (f) working with Employers and communities in Your Region(s) to support Activities, so as to create ongoing jobs and provide training and work experience as pathways to Employment,

in accordance with the Guidelines.

### 15. Mentoring, and essential skills training

- 15.1 You must deliver to each Eligible Job Seeker:
- (a) Mentoring where You consider it necessary and appropriate; and
  - (b) driver's licence or language, numeracy or literacy training as needed to improve the job-readiness of the Eligible Job Seeker, to assist the Eligible Job Seeker to participate in an Activity if they are or become a WfD Participant, or which directly meets the needs of an Employer,
- and which is:
- (c) tailored to their individual needs; and

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- (d) aimed at developing specific skills and knowledge so as to enhance their professional and personal growth.

15.2 You must before engaging any person as a Mentor, ensure that they:

- (a) meet any requirements set out in the Guidelines;
- (b) have demonstrated skills in supporting and motivating people;
- (c) have an understanding of the relevant work environment; and
- (d) are able to offer culturally appropriate Mentoring to Eligible Job Seekers, including with regard to gender and any other cultural considerations.

*Note: You must comply with clause 19 of the General Terms and Conditions in relation to all Mentors.*

15.3 Where there are no suitable Mentors available within an Eligible Job Seeker's community, You must as required recruit Mentors from outside the Eligible Job Seeker's community to deliver the Mentoring.

15.4 Where You provide Mentoring, You must:

- (a) take all reasonable steps to match Mentors with Eligible Job Seekers to complement their identified employment pathway;
- (b) monitor the mentoring relationship for each relevant Eligible Job Seeker to gauge its effectiveness;  
make all reasonable efforts to resolve any relationship issue that arises between an Eligible Job Seeker and their Mentor; and
- (d) identify a method by which, or a person in which, each relevant Eligible Job Seeker can comfortably raise concerns about their mentoring relationship and communicate this method to each such Eligible Job Seeker.

15.5 We may give Notice requiring You to remove one or more Mentors from work in connection with this Agreement. On receipt of such Notice, You must, at Your own cost, promptly arrange for the removal of such Mentors from work in connection with this Agreement and for their replacement with Mentors acceptable to Us.

## 16. Job matching, referral and placement

16.1 You must canvass:

- (a) Employers for Vacancies; and

- (c)
- (b) Labour Hire Employers for Paid Work Assignments.

*Recording Vacancies and Paid Work Assignments*

- 16.2 You must record Vacancies and Paid Work Assignments on Our IT Systems, and do so in accordance with the Guidelines, before You refer an Eligible Job Seeker to the relevant Employer or Labour Hire Employer.

*Referral*

- 16.3 You must:
- (a) screen and match suitable Eligible Job Seekers with Vacancies and Paid Work Assignments;
  - (b) before making a referral, make personal contact with each suitable Eligible Job Seeker and discuss the relevant Vacancy or Paid Work Assignment and a possible referral; and
  - (c) refer the Eligible Job Seeker(s) to the relevant Employer or Labour Hire Employer.

**17. Post-placement Support**

- 17.1 You must provide support and assistance to Eligible Job Seekers who You place in Employment in order to help ensure that they can achieve an Employment Outcome.
- 17.2 Post-placement Support may include, but is not limited to:
- (a) additional training to meet Employers' requirements;
  - (b) Mentoring;
  - (c) time management training;
  - (d) financial management training; and

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- (e) any other assistance specified in the Guidelines.

### 18. Relocation Assistance

18.1 You must, in accordance with the Guidelines, provide:

- (a) practical assistance; and
- (b) Post-placement Support,

to help Eligible Job Seekers to relocate to take up employment outside of Your Region(s) and to stay in their jobs, while maintaining linkages with their community if they wish to.

### Eligible Job Seekers with a Disability

### 19. Additional Remote Services for Eligible Job Seekers with disability

19.1 You must:

- (a) take into account the impact of disability on the capacity of Eligible Job Seekers with disability to find and maintain employment;
- (b) help Eligible Job Seekers with disability to address relevant Vocational Barriers and Non-vocational Barriers, and to build their capacity to work;
- (c) work with Employers to negotiate the necessary flexibilities in job design that would successfully accommodate employment of Eligible Job Seekers with disability; and
- (d) provide Eligible Job Seekers with disability with relevant support in a workplace, if they are placed into a Vacancy or Paid Work Assignments,

and do so in accordance with any requirements in the Guidelines.

### 20. Employment Assistance Fund

20.1 You may apply for assistance, or assist or act on behalf of an Employer to apply for assistance, under the Employment Assistance Fund with respect to an Eligible Job Seeker.

20.2 If You make an application for assistance in accordance with clause 20.1 You must, in accordance with the Guidelines for the Employment Assistance Fund:

- (a) submit the application to a JobAccess Provider;

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- (b) upon notification from the JobAccess Provider that the application has been approved, arrange for the purchase, from Your own funds, of the Approved Assistance for the Eligible Job Seeker who is the subject of the application; and
- (c) submit a claim for Reimbursement of the Approved Assistance Amount through the Department of Employment IT systems.

20.3 We will Reimburse Approved Assistance Amounts to You in accordance with, and subject to, the requirements for payment under the Employment Assistance Fund Guidelines and subject to Your compliance with this clause 20.

20.4 You must do all things necessary to ensure that:

- (a) all payments to third parties with monies approved for expenditure under the Employment Assistance Fund are authorised and made in accordance with this Agreement and the Guidelines, including the Employment Assistance Fund Guidelines; and
- (b) You maintain proper and diligent control over the incurring of all liabilities.

### 21. Supported Wage System

21.1 You may assist or act on behalf of an Employer to make an online application to the Australian Government Department of Social Services Supported Wage Management Unit or JobAccess in respect of the Supported Wage System, in accordance with the requirements at [www.jobaccess.gov.au](http://www.jobaccess.gov.au) and the Guidelines.

### **Compliance and Reporting**

#### **Reader's Guide: Information on Compliance and Reporting**

You are required to regularly and actively monitor each SS Activity Tested Eligible Job Seeker's compliance with their SS Activity Test Requirements (and each DSP Recipient (Compulsory)'s compliance with their participation requirements) and to support and encourage them to participate appropriately.

If SS Activity Tested Eligible Job Seekers fail to comply with their SS Activity Test Requirements,

You must take action in accordance with this Agreement, including submitting Non-Attendance Report or Provider Appointment Report to DHS, and arranging and monitoring Compliance

Activities in accordance with clause 29.

### **22. Job Search Requirements**

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You must also provide all reasonable assistance to the Commonwealth in relation to the Social

22.1 This clause 22 applies only to SS Activity Tested Eligible Job Seekers who have a Job Search Security Appeals Process in accordance with clause 30.

Requirement, as specified or described in the Guidelines.

### 22. Job Search Requirements

22.1 This clause 22 applies only to SS Activity Tested Eligible Job Seekers who have a Job Search Requirement, as specified or described in the Guidelines.

*Note: Not all SS Activity Tested Eligible Job Seekers will have a Job Search Requirement. The Guidelines will specify how to determine whether a particular SS Activity Tested Eligible Job Seeker will have a Job Search Requirement, and what that Job Search Requirement will be.*

22.2 You must ensure that a Delegate:

- (a) specifies the Job Search Requirement for each SS Activity Tested Eligible Job Seeker (in accordance with their SS Activity Test Requirements) in their Job Plan; and
- (b) ensures that the Job Search Requirement is appropriately recorded in the SS Activity Tested Eligible Job Seeker's Job Plan at all times during their Period of Activities.

22.3 You must ensure that each SS Activity Tested Eligible Job Seeker is aware at all times:

- (a) of their current Job Search Requirement;
- (b) that they must record and provide details of their Job Searches directly to You and the frequency of such provision, and do so as specified in the Guidelines; and
- (c) how they can record their Job Searches for the purposes of clause 22.3(b).

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22.4 Each month of the Term of this Agreement, You must:

- (a) actively monitor and determine whether each SS Activity Tested Eligible Job Seeker has appropriately met their Job Search Requirement during each Job Search Period;
- (b) to the extent that a SS Activity Tested Eligible Job Seeker does not use Australian JobSearch to record their Job Searches, obtain from the SS Activity Tested Eligible Job Seeker all Records required to document each Job Search in accordance with the Guidelines, retain those Records in accordance with this Agreement and provide them to Us on request; and
- (c) use Your best endeavours to ensure that each SS Activity Tested Eligible Job Seeker meets their Job Search Requirement.

### 23. Monitoring

23.1 You must:

- (a) regularly and actively monitor:
  - (i) the compliance of each SS Activity Tested Eligible Job Seeker with their SS Activity Test Requirements; and
  - (ii) the participation of DSP Recipients (Compulsory) in activities in accordance with their Job Plan,
 

including their attendance at Appointments, entering into a current Job Plan, undertaking Job Searches as required and fulfilling compulsory activities included in their Job Plan (such a requirement to participate in Work for the Dole) and as notified to them; and
- (b) where You determine that:
  - (i) a SS Activity Tested Eligible Job Seeker has failed to comply with their SS Activity Test Requirements; or
  - (ii) a DSP Recipient (Compulsory) has not attended an Appointment, entered into a Job Plan or appropriately participated in activities in accordance with their Job Plan,

promptly take action in accordance with this Agreement and the Guidelines.

### 24. Non-compliance action for SS Activity Test Requirements

## Remote Conditions 1 (RAC 1)

### Non-compliance in relation to Appointments, compulsory activities included in the Job Plan and job interviews

24.1 Where a SS Activity Tested Eligible Job Seeker has not:

- (a) attended an Appointment (including a Re-engagement Appointment); or
- (b) attended, or participated appropriately in:
  - (i) a compulsory activity included in their Job Plan; or
  - (ii) a job interview with a prospective Employer,

You must, on the same business day on which You become aware of the event, and in accordance with the Guidelines:

- (c) confirm that the SS Activity Tested Eligible Job Seeker did not contact You prior to the requirement and give a Valid Reason for not being able to comply;
- (d) if they did not give a Valid Reason, as soon as possible on the same business day, attempt to contact the SS Activity Tested Eligible Job Seeker to assess if they had a Reasonable Excuse for not complying; and
- (e) record this in Our IT Systems.

*Note 1: The principal difference between a Valid Reason and a Reasonable Excuse is that a Valid Reason is notified to You before the event (i.e. if a SS Activity Tested Eligible Job Seeker contacts You to say they cannot meet their SS Activity Test Requirements outlined in their Job Plan before failing to do so), whereas Reasonable Excuse is notified after the event (i.e. when a SS Activity Tested Eligible Job Seeker has failed to meet their SS Activity Test Requirements outlined in their Job Plan but then notifies You after the event that they could not meet the requirements because of an acceptable reason.*

*Note 2: Instances of non-compliance with SS Activity Test Requirements outlined in their Job Plan will be detailed in Guidelines.*

24.2 If You assess that the relevant SS Activity Tested Eligible Job Seeker had a Valid Reason or a Reasonable Excuse for not complying, You must, in accordance with the Guidelines:

- (a) record the determination in Our IT Systems; and
- (b) use Your best endeavours to ensure that the SS Activity Tested Eligible Job Seeker complies with their SS Activity Test Requirements outlined in their Job Plan at the next available opportunity.



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### 24.3 If You:

- (a) have, on the same business day, made contact with the SS Activity Tested Eligible Job Seeker, and assessed that the SS Activity Tested Eligible Job Seeker does not have a Valid Reason or Reasonable Excuse for not complying; or
- (b) have not been able to make contact with the SS Activity Tested Eligible Job Seeker on the same business day on which You become aware of the event,

You must, in accordance with the Guidelines, comply with clauses 24.4 to 24.13 as relevant.

### *Appointments*

24.4 In relation to non-attendance at an Appointment (including a Re-engagement Appointment) by a SS Activity Tested Eligible Job Seeker, You must, on the same business day of becoming aware of the event, determine whether any action should be taken under the Job Seeker Compliance Framework in relation to the event in accordance with the Guidelines. You must take any actions specified in the Guidelines if You determine that no action should be taken under the Job Seeker Compliance Framework.

24.5 If You determine that action as specified in clause 24.4 should be taken, You must document any information relevant to the event in Our IT Systems; and

- (a) if clause 24.3(a) applies:
  - (i) submit a Non-Attendance Report or Provider Appointment Report, as relevant, to DHS via Our IT Systems on the same business day as the Appointment was scheduled to occur; and
  - (ii) unless otherwise specified in the Guidelines, in consultation with the SS Activity Tested Eligible Job Seeker, book a Re-engagement Appointment for them to occur within the next two business days and advise them of the Appointment; and
- (b) if clause 24.3(b) applies:
  - (i) submit a Non-Attendance Report to DHS via Our IT Systems on the same business day that the Appointment was scheduled to occur;
  - (ii) on making contact with the SS Activity Tested Eligible Job Seeker, assess whether they had a Reasonable Excuse for not complying;

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- (iii) if You assess that the SS Activity Tested Eligible Job Seeker did not have a Reasonable Excuse, determine whether any further action should be taken under the Job Seeker Compliance Framework in relation to the event; and
- (iv) if You determine that such action should be taken:
  - (A) document any information relevant to the event in Our IT Systems and submit a Provider Appointment Report to DHS via Our IT Systems on the same business day; and
  - (B) unless otherwise specified in the Guidelines, in consultation with the SS Activity Tested Eligible Job Seeker, book a Re-engagement Appointment for them to occur within the next two business days and advise them of the Appointment; and
  - (v) if You determine that such action should not be taken, unless otherwise specified in the Guidelines, in consultation with the SS Activity Tested Eligible Job Seeker, book a Re-engagement Appointment for the SS Activity Tested Eligible Job Seeker to occur within the next two business days and advise them of the Appointment.

24.6 Where You have, in accordance with this Agreement, reported non-compliance of a SS Activity Tested Eligible Job Seeker relating to Appointments (including Re-engagement Appointments) to DHS, You must ensure that the SS Activity Tested Eligible Job Seeker has, in accordance with the Guidelines, an adequate opportunity to book another Appointment with You.

*Failure to attend, or participate appropriately in, compulsory activities included in a Job Plan or at a job interview*

- 24.7 In relation to a failure by a SS Activity Tested Eligible Job Seeker to attend, or to participate appropriately in:
- (a) a compulsory activity included in their Job Plan; or
  - (b) a job interview with a prospective Employer,

You must, on the same business day of becoming aware of the event, determine whether any action should be taken under the Job Seeker Compliance Framework in relation to the event in accordance with the Guidelines.

<sup>24.8</sup> If You determine that action as specified in clause 24.7 should be taken, You must on the same business day of becoming aware of the event, document any information relevant to

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the event in Our IT Systems and regardless of whether clause 24.3(a) or clause 24.3(b) applies, report the non-compliance to DHS via Our IT Systems.

<sup>24.9</sup> If You determine that action referred to in clause 24.7 should not be taken, You must, in accordance with the Guidelines:

- (a) record the determination; and
- (b) use Your best endeavours to ensure that the SS Activity Tested Eligible Job Seeker complies with their SS Activity Test Requirements outlined in their Job Plan at the next available opportunity.

### Non-compliance with Job Search Requirements

24.10 You must, in accordance with the Guidelines:

- (a) within ten business days of the end of each Job Search Period, determine whether each SS Activity Tested Eligible Job Seeker who has a Job Search Requirement has appropriately met their Job Search Requirement for that Job Search Period;
- (b) if You determine that the relevant Job Search Requirement has been appropriately met, You must continue to monitor the SS Activity Tested Eligible Job Seeker's compliance with their Job Search Requirement in accordance with clause 22 and use Your best endeavours to ensure that the SS Activity Tested Eligible Job Seeker meets their Job Search Requirement;
- (c) if You determine that the relevant Job Search Requirement has not been appropriately met, You must, on the same business day, determine whether any action should be taken under the Job Seeker Compliance Framework in relation to the event; and
- (d) if You determine that such action should be taken, on the same business day:
  - (i) document that the SS Activity Tested Eligible Job Seeker has not appropriately met their Job Search Requirement and submit any information relevant to the event in Our IT Systems; and
  - (ii) report the non-compliance to DHS via Our IT Systems; and
- (e) if You determine that such action should not be taken, on the same business day:
  - (i) record Your determination in Our IT Systems;
  - (ii) continue to monitor the SS Activity Tested Eligible Job Seeker's compliance with their Job Search Requirement in accordance with clause 22; and

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- (iii) use Your best endeavours to ensure that the SS Activity Tested Eligible Job Seeker meets their Job Search Requirement.

### Non-compliance with any other SS Activity Test Requirements

24.11 Where You determine that a SS Activity Tested Eligible Job Seeker has not met one or more of their SS Activity Test Requirements other than a requirement to attend an appointment, to attend, or participate appropriately in, compulsory activities included in a Job Plan or at a job interview, or to meet a Job Search Requirement, You must:

- (a) on the same business day on which You become aware of the event, and in accordance with the Guidelines, attempt to contact the SS Activity Tested Eligible Job Seeker to assess if they have a Reasonable Excuse for not complying; and
- (b) record the attempt(s) in Our IT Systems.

24.12 Where You have, on the same business day, made contact with the SS Activity Tested Eligible Job Seeker) and assessed that the SS Activity Tested Eligible Job Seeker does not have a Reasonable Excuse for not complying, You must, in accordance with the Guidelines:

- (a) determine whether any action should be taken under the Job Seeker Compliance Framework in relation to the event; and
- (b) if You determine that such action should be taken, on the same business day of becoming aware of the event, document any information relevant to the event in Our IT Systems and report the non-compliance to DHS via Our IT Systems.

24.13 Where You have not been able to make contact with the SS Activity Tested Eligible Job Seeker on the same business day on which You become aware of the event, You must:

- (a) determine whether any action should be taken under the Job Seeker Compliance Framework in relation to the event; and
- (b) if You determine that such action should be taken, on the same business day of becoming aware of the event, document any information relevant to the event in Our IT Systems and report the non-compliance to DHS via Our IT Systems.

### Delegate Obligations

24.14 In relation to each SS Activity Tested Eligible Job Seeker and DSP Recipient (Compulsory), You must ensure that Delegates:

## Remote Conditions 1 (RAC 1)

- (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, including in relation to:
- (i) preparation, approval and variation of Job Plans;
  - (ii) specifying SS Activity Test Requirements and other mutual obligations in Job Plans; and
  - (iii) notifying SS Activity Tested Eligible Job Seekers and DSP Recipients (Compulsory) about the impact on their Income Support Payments if You submit a Non-Attendance Report or a Provider Appointment Report;
- (b) have, prior to taking action under the Job Seeker Compliance Framework in relation to any SS Activity Tested Eligible Job Seeker or DSP Recipient (Compulsory), undertaken any Job Seeker Compliance Framework training which is required by the Guidelines (for example, via the online Learning Centre);
- (c) for the purposes of clause 24.14(a)(iii), confirm, at least once every six months following the Commencement of the relevant SS Activity Tested Eligible Job Seeker or DSP Recipient (Compulsory), that all of their relevant contact details are accurately reflected in Our IT Systems, including their phone number(s), email address and postal address; and
- (d) comply with the Social Security Law.

### 25. Recording Attendance

25.1 You must, as relevant and in accordance with the Guidelines:

- (a) record all attendance for Appointments (including Re-engagement Appointments) in Your Electronic Diary by close of business on the day that the Appointment is scheduled to occur; and
- (b) ensure that Records of attendance for activities specified in a SS Activity Tested Eligible Job Seeker's Job Plan are kept in accordance with this Agreement including the Guidelines and provided to Us on request; and
- (c) comply with any particular method specified in the Guidelines for making or keeping Records of attendance in Activities.

### 26. Issuing and recording Notification

26.1 Where:

- (a) an SS Activity Tested Eligible Job Seeker or a DSP Recipient (Compulsory) must meet a certain requirement to remain eligible for Income Support Payments;

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- (b) the full details of the requirement (for example, the time, date and location that the requirement is to be undertaken) are not specified in their Job Plan; and (c) they have not otherwise been notified of the full details of that requirement,

You must, in accordance with the Guidelines:

- (d) notify them of the full details of their requirements; and
- (e) where Our IT Systems are not used to generate the notice to the SS Activity Tested Eligible Job Seeker or DSP Recipient (Compulsory), document the details of the relevant notice in Our IT Systems, retain Records of the notice and provide those Records to Us on request.

*Note: An SS Activity Tested Eligible Job Seeker's Job Search Requirement in their Job Plan is considered to be sufficient notice of their Job Search Requirement.*

### 27. Non-compliance action for DSP Recipients (Compulsory)

- 27.1 Where a DSP Recipient (Compulsory) has not attended an Appointment, entered into a current Job Plan or appropriately participated in any Activities as specified in the Guidelines, You must attempt to contact the DSP Recipient (Compulsory) on the same business day that You become aware of the non-compliance.
- 27.2 If You have been able to make contact with the DSP Recipient (Compulsory), You must, within 10 business days of the non-compliance and in accordance with the Guidelines:
  - (a) determine whether the non-compliance should be reported to DHS;
  - (b) if You determine that such action should be taken, document any information relevant to the event in Our IT Systems and report the non-compliance to DHS using Our IT Systems;
  - (c) if You determine that no such action should be taken, use Your best endeavours to ensure that the DSP Recipient (Compulsory) complies with their compulsory requirements.
- 27.3 If You have been unable to contact the DSP Recipient (Compulsory), You must, within 10 business days of the non-compliance and in accordance with the Guidelines:
  - (a) determine whether any action should be taken under the Job Seeker Compliance Framework in relation to the non-compliance; and

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- (b) if You determine that such action should be taken, document any information relevant to the event in Our IT Systems and report the non-compliance to DHS using Our IT Systems.

### 28. Comprehensive Compliance Assessment

- 28.1 You may request that a Comprehensive Compliance Assessment be undertaken by DHS using Our IT Systems, but must do so in accordance with the Guidelines.

### 29. Compliance activities

- 29.1 Where directed by DHS to do so, You must, in accordance with the Guidelines:
  - (a) immediately arrange for a SS Activity Tested Eligible Job Seeker to participate in Compliance Activities, as directed by DHS;
  - (b) ensure that a Delegate updates the SS Activity Tested Eligible Job Seeker's Job Plan accordingly;
  - (c) closely monitor the SS Activity Tested Eligible Job Seeker's participation in the Compliance Activities; and
  - (d) notify DHS via Our IT Systems if the SS Activity Tested Eligible Job Seeker does not attend the Compliance Activities as required.

### 30. Other Social Security matters

- 30.1 You must provide all reasonable assistance to the Commonwealth in relation to the Social Security Appeals Process including ensuring the availability of Your personnel, agents and subcontractors to appear at hearings (including appeals to any court) and providing witness or other statements or other relevant information as required by Us.
- 30.2 You must, if relevant, notify DHS of any change in the circumstances of an Eligible Job Seeker which might affect their eligibility for Income Support Payments, within five business days of becoming aware of the change in circumstances. In so notifying, You must comply with relevant requirements in the Guidelines.
- 30.3 You must respond within five business days to any request for information by DHS or by Us about any change in circumstances referred to in clause 30.2.

#### **Eligible Job Seeker Suspension And Exit**

### 31. Suspensions

- 31.1 Eligible Job Seekers may be Suspended in accordance with the Guidelines.
- 31.2 When an Eligible Job Seeker is Suspended, their current Period of Activities is halted, and recommences at the end of the Suspension.

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31.3 Where an Eligible Job Seeker is Suspended, You must take action in accordance with the Guidelines, as relevant to the reason for the Suspension and the circumstances of the relevant Eligible Job Seeker.

### 32. Exits

*Note: For provisions relating to exiting RYLDC Participants from RYLDC, see RAC2.*

32.1 An Eligible Job Seeker is Exited when:

- (a) an Effective Exit occurs;
- (b) a Provider Exit occurs; or
- (c) any other event that We may advise You of from time to time occurs.

32.2 Subject to clauses 32.3 and 32.4, when an Eligible Job Seeker is Exited in accordance with this clause 32 their current Period of Activities ends, and You may cease providing Remote Services to them.

32.3 Where an Exit occurs for an Eligible Job Seeker, but the Eligible Job Seeker returns for Remote Services less than 13 consecutive weeks after the date of the Exit, the Eligible Job Seeker's Period of Activities continues from the date of the return, and You must, as soon as You become aware of the return:

- (a) resume providing Remote Services to the Eligible Job Seeker; and
- (b) record the resumption of Remote Services on Our IT Systems, in accordance with the Guidelines.

32.4 Where an Exit occurs and the Eligible Job Seeker subsequently returns to for Remote Services at 13 consecutive weeks or more after the date of the Exit, the Eligible Job Seeker begins a new Period of Activities.

### **RYLDC Activities**

### 33. Provision of RYLDC Activities under RAC2

33.1 Until all RYLDC Participants have exited their RYLDC Placement, You must provide activities and assistance under RAC2 in relation to those RYLDC Participants, where You are satisfied that such activities and assistance are suitable for the Eligible Job Seeker and that Eligible Job Seeker is RYLDC Eligible.



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*Note: Under RAC2, there will be no RYLDC Placements made after 30 June 2015.*

### **Supporting the economic development of the communities in Your Region(s)**

#### **34. Assistance to be provided to communities in Your Region(s) - General**

34.1 For the purpose of meeting the Objectives, You must:

- (a) work with the communities in Your Region(s) to identify the strategies and resources needed to address their barriers to employment and participation;
- (b) help the communities in Your Region(s) to build strong social foundations that lead to better economic opportunities; and
- (c) otherwise assist the communities in Your Region(s) with community development and participation, economic development and strengthening of community capacity.

#### **35. Other funding sources**

35.1 You must, in accordance with the Guidelines, investigate and advise the communities in Your Region(s) in relation to any available sources of funding.

35.2 Where appropriate, and in consultation with the communities in Your Region(s), You may:

- (a) develop proposals to provide additional support to the communities in Your Region(s) to drive employment, participation and community development outcomes; and
- (b) apply for the relevant funding on behalf of the communities in Your Region(s) in relation to those proposals.

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### PART C REMOTE EMPLOYMENT SERVICES

#### Reader's Guide: Information about Part C (Remote Employment Services)

As part of Remote Employment Services, You must:

- (a) establish and conduct Activities which allow WfD Participants to meet their requirement to participate in Work for the Dole, or arrange for Hosts to establish and conduct those Activities;
- (b) place each WfD Participant in Activities that allow them to meet that requirement; and
- (c) monitor and support WfD Participants' attendance in their Activities.

For Eligible Job Seekers who are not WfD Participants ('**Basic Participants**'), You must provide Basic Services.

This **Part C** also sets out some specific obligations that apply to Activities, and particular types of Activities.

### 36. Establishment and conduct of Activities

36.1 You must, in accordance with the Guidelines and in consultation with the communities in Your Region(s):

- (a) establish and conduct Activities Yourself (including, if applicable, by Your Material Subcontractor on Your behalf); or

*Note: The reference to subcontracting in paragraph (a) is to a situation where You have subcontracted the delivery of a significant part of this Agreement and that subcontracted entity conducts an Activity themselves (these are sometimes informally known as 'project-based' Activities). It is not intended to include a Host who is deemed to be a subcontractor as a result of clause 38.4 below.*

- (b) arrange new or existing suitable Activities to be established and conducted by a Host,

in order to allow WfD Participants to meet the requirement in their Job Plan to participate in Work for the Dole.

36.2 An Activity must:

- (a) individually, or as part of a WfD Participant's mix of Activities, set a daily routine for the WfD Participant;

## Remote Conditions 1 (RAC 1)

- (b) have attendance in the activity guided by a Supervisor; and
- (c) meet any other criteria or requirements set out in the Guidelines.

36.3 Without limiting clause 36.2(c), the Guidelines may specify:

- (a) that WfD Participants must be able to participate in an Activity for a minimum or maximum number of hours per day or per week;
- (b) a requirement that the entity conducting an Activity must have an ABN;
- (c) limits on the time during which any one WfD Participant may be placed in any one Activity; and
- (d) limits on the time that any one Activity may continue.

For clarity, the Guidelines may specify general rules, and any situations where there is an exception to those general rules.

36.4 Activities may include providing, or arranging the provision of:

- (a) work-like experiences that include skills that reflects local Employment opportunities or are relevant to community aspirations or meet community needs (including taking up Training relevant to, or a pre-requisite for, the Activity that is being undertaken);
- (b) appropriate accredited and non-accredited vocational Training (including as applicable self employment training which is in accordance with the Guidelines, and arranging for driver's licence, language, numeracy or literacy training);
- (c) assistance to overcome Non-vocational Barriers; and
- (d) other Activities specified or described in the Guidelines.

36.5 Subject to the Guidelines or Our written permission to the contrary, You must not conduct or arrange an Activity if:

- (a) You have or will receive any payment (other than under this Agreement) in relation to, or as a result of, the conduct of the Activity, including:
  - (i) any funding under a Commonwealth, State, Territory or local government programme; or
  - (ii) any payment or other benefit from a third party, including under a commercial arrangement,

or if any part of the Activity:

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- (b) fulfils a function which would normally otherwise be undertaken by You under this Agreement, or any other contract or arrangement between You and the Commonwealth;
- (c) supports any operations, activities or infrastructure of Yours which would otherwise have been acquired or in place had the Activity not occurred;
- (d) would have been undertaken by a paid worker if the Activity had not been established or conducted;
- (e) results in reduced hours for a paid worker, where those hours would not have been reduced if the Activity had not been established or conducted;
- (f) does not comply with all laws, including those relating to work health and safety requirements and applicable Commonwealth policies;
- (g) could reasonably be expected to bring a WfD Participant, You or Us into disrepute;
- (h) causes a WfD Participant to be involved, in any way, in:
  - (i) the sex industry or anything which involves any nudity by any person or any form of pornography;
  - (ii) the gambling industry; or
  - (iii) any form of illegal activity;
- (i) involves any contact with a Vulnerable Person which would contravene clause 19 of the General Terms and Conditions; or
- (j) involves activities which the Guidelines specify must not be undertaken as part of an Activity without Our approval, including because the relevant activity is excluded from Our insurance coverage.

*Note: Our approval will not be granted unless We are satisfied that appropriate insurance arrangements are in place.*

36.5A Where permission for an Activity is given under clause 36.5, You must comply with the Guidelines at all times in relation to that Activity and any payments received in relation to, or as a result of, the Activity.

36.6 References in clause 36.5(a) to a 'payment' include a payment in cash or in-kind. Where an Activity is conducted by You through a Material Subcontractor, clauses 36.5(a) and 36.5A

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apply to that Activity and any payment or benefit received by the Material Subcontractor, other than a payment by You to them under the relevant subcontracting agreement.

36.7 You must:

- (a) take full responsibility for each Activity in which You place a WfD Participant, including ensuring that, where an Activity is conducted by a Host, the Host complies fully with all relevant obligations in this RAC1 and the Guidelines;
- (b) ensure that WfD Participants are supervised in accordance with clause 41 and the Guidelines;
- (c) ensure that all Activities meet all applicable Commonwealth, State and Territory legal requirements including all WHS Laws;
- (d) regularly liaise with Us and Hosts (where relevant) to ensure that the Activities are successfully managed;
- (e) ensure that WfD Participants are sufficiently engaged in Activities to meet their SS Activity Test Requirements, as relevant; and
- (f) otherwise conduct Activities in accordance with this Agreement including any Guidelines.

36.8 Unless otherwise provided by the relevant Host or another source, You must provide WfD Participants with:

- (a) all things necessary for their participation in an Activity, including materials, tools, safety and other equipment and appropriate clothing, at no cost to the WfD Participant; and
- (b) all support and training that the WfD Participant will need to fully participate in the Activity.

36.9 Subject to the Guidelines, You may arrange for WfD Participants to participate in different Activities concurrently or sequentially.

36.10 Except as permitted under the Guidelines, You must not make any payment in cash or in kind to WfD Participants (or any Basic Participant).

## 37. Training

37.1 Any Training provided as an Activity, or as part of an Activity, must:

- (a) be needed to allow or assist the WfD Participant to participate in an Activity; or
- (b) directly meet the needs of an Employer.

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37.2 For the purposes of clause 37.1, You must make use of a range of existing Australian Government foundation skills, pre-vocational and work-skills training programmes and facilities to assist WfD Participants.

37.3 For the purposes of clause 37.1, You:

- (a) may provide non-accredited training for WfD Participants; but
- (b) must not provide accredited training for WfD Participants unless You are a Registered Training Organisation.

### 38. Hosts

38.1 Subject to this Agreement, You may subcontract or otherwise engage Hosts to conduct an Activity, unless the Guidelines specify that that type of Activity may not be Hosted.

38.2 You must actively engage with potential Hosts in Your Region, including Employers, government organisations (both at the State or Territory and local government levels) and non-government organisations and encourage them to become Hosts.

38.3 Prior to engaging an entity as a Host, You must:

- (a) ensure that it is suitable and appropriate to act as a Host, and do so in accordance with the Guidelines; and
- (b) ensure that You have entered into a suitable contractual arrangement with the Host, which complies with any requirements in the Guidelines in relation to such a contractual arrangement; and
- (c) comply with any other requirements in the Guidelines.

38.4 All Hosts are deemed to be approved subcontractors for the purposes of clause 13.1 of the General Terms and Conditions in relation to their role as a Host.

38.5 Without limiting clause 38.3(b), the Guidelines may include requirements that any contractual arrangement with a Host must include:

- (a) payment by You of a minimum amount to the Host for placement of WfD Participants in an Activity conducted by that Host;
- (b) limits on the time during which any one WfD Participant may be placed in an Activity conducted by the Host (and those limits must be consistent with the maximum timeframes specified in, or calculated in accordance with, the Guidelines);

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- (c) limits on the time during which an Activity conducted by a Host can continue; and
- (d) an acknowledgement and agreement that if the Host is unable to employ an appropriate number of suitable WfD Participants at the end of their placement in the Activity conducted by the Host, or if the Host otherwise acts in a manner which You or We consider to be exploitative, inappropriate or inconsistent with the Guidelines, You will not place any further WfD Participants in any Activity conducted by that Host.

38.6 If an entity conducts a selection process for a potential Hosted Placement with that entity or otherwise selects a WfD Participant to participate in an activity to be conducted by them as a Hosted Placement, and the selected WfD Participant is willing to participate in that Activity, You must take the necessary actions to place the WfD Participant into that Activity unless:

- (a) We have confirmed in writing that You do not need to make that placement; or
- (b) the Guidelines specify conditions under which You do not need to make a placement in accordance with this clause, and You meet those conditions.

### 39. Limiting liability

39.1 You must ensure that each WfD Participant and Host is aware that, to the extent allowed by law, the Host, You or We may terminate any Activity at any time.

39.2 You must ensure that, to the extent allowed by law, there is no intention or understanding on the part of a Host, a Registered Training Organisation or a WfD Participant that any Activity will create legal relations between a WfD Participant and:

- (a) Us;
- (b) You;
- (c) a Registered Training Organisation; or
- (d) a Host,

including any Employment relationship.

### 40. Placement of WfD Participants into Activities

40.1 You must record all Activities, any available places in those Activities, and any placements of WfD Participants into Activities on Our IT Systems, in accordance with the Guidelines. You must also comply with any particular method specified in the Guidelines for making or keeping Records of attendance in Activities.

40.2 You must:

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- (a) screen and, to the extent possible, match suitable WfD Participants with available placements in Activities, including discussing available placements in Activities with the WfD Participant;
- (b) make sure that WfD Participants clearly understand their requirement to attend Activities, and clearly set this out in their Job Plans (and/or the Activity Diary where applicable) in accordance with the Guidelines; and
- (c) place WfD Participants into appropriate Activities, or arrange for a Host to do so.

40.3 You must place each WFD Participant in sufficient Activities to allow them to meet their requirement to participate in Work for the Dole.

40.4 You must ensure that the Activities, or mix of Activities, in which a WfD Participant is placed:

- (a) build, over time, a set of skills and experience that provide a pathway to real Employment; and
- (b) set a daily routine for the WfD Participant, in accordance with any requirements in the Guidelines,

and You must otherwise comply with the Guidelines about placement of WfD Participants in Activities, including any Guidelines which specify criteria and requirements that must be met before particular types of WfD Participants can be placed in an Activity or type of Activity.

40.5 Unless permitted by the Guidelines, or We give You Our written permission, You must not place, or arrange for the placement of, a WfD Participant into an Activity if:

- (a) the placement would involve the WFD Participant working with, or assisting in any way, an organisation which is owned or controlled by the WfD Participant; or
- (b) the Activity contravenes clause 36.5 or any other requirement for Activities in the Guidelines; or
- (c) We give You notice that You must not place, or arrange for the placement of a WfD Participant into an Activity, including because We consider that the entity conducting the Activity has otherwise acted in a manner which We consider to be exploitative, inappropriate or inconsistent with the Guidelines.

40.6 You must only place WfD Participants in Activities as allowed by law. If the law does not allow a WfD Participant to be placed in a particular Activity, You must ensure that alternative Activities are made available to that WfD Participant.



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### 41. Supervision of Activities

41.1 You must ensure that WfD Participants participating in an Activity are adequately and appropriately supervised at all times, including with regard to the age, health, welfare and safety of WfD Participants while undertaking that Activity.

41.2 You may employ, subcontract or otherwise engage Supervisors for the purposes of clause 41.1. Without limiting clause 41.1:

- (a) an Activity must have a nominated Supervisor, unless the Guidelines specify that that Activity is a type which does not require a nominated Supervisor; and
- (b) You must ensure that there is a greater level of supervision if an Activity involves WfD Participants who are Vulnerable Persons or involves WfD Participants having direct contact with one or more Vulnerable Persons, in accordance with the Guidelines.

41.3 All Supervisors who are not otherwise employees of You, are deemed to be approved subcontractors for the purposes of clause 13.1 of the General Terms and Conditions.

41.4 In accordance with this Agreement including the Guidelines, You must ensure that all personnel and Supervisors involved in delivering Activities:

- (a) are fit and proper persons to be involved in the Activity;
- (b) have an appropriate level of skill/knowledge, training and/or experience in:
  - (i) the part of each Activity in which they are engaged;
  - (ii) working with, training and supervising persons in such activities;
  - (iii) work health and safety requirements both generally and specifically for each Activity in which they are involved; and
  - (iv) as relevant, addressing the special needs of WfD Participants who are:
    - (A) Aboriginal or Torres Strait Islander persons;
    - (B) Principal Carers;
    - (C) from culturally and linguistically diverse backgrounds;
    - (D) persons with disability; or
    - (E) Minors; and

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- (c) immediately receive any relevant Guidelines and other information as reasonably required by Us and Notified to You from time to time.

*Note: You must comply with clause 19 of the General Terms and Conditions in relation to all Supervisors.*

- 41.5 If We have reasonable grounds related to the performance of the Activities, We may give You a Notice which requires You to remove one or more Supervisors from participating in Activities. If We do so, You must, at Your own cost, promptly arrange for the removal of those Supervisors from work on the relevant Activities and for their replacement with Supervisors acceptable to Us.
- 41.6 You must implement strategies to ensure that the participation of WfD Participants in any Activity is not disrupted or adversely affected by any absence of Supervisors.

### 42. Directions by Us

- 42.1 We may, at any time and at Our absolute discretion, give You a written direction in relation to a particular Activity, a proposed Activity or a type of Activity, including a direction that:
- (a) an activity may not be undertaken, or continue, as part of an Activity;
  - (b) an Activity be varied; and/or
  - (c) an Activity be managed directly by You, rather than by a Material Subcontractor or a Host.
- 42.2 If We give a direction to You in accordance with clause 42.1, You must immediately take any action required by the direction.
- 42.3 We may, from time to time, Notify You that We consider that there is a need to establish and conduct an Activity within Your Region(s) of a particular type, which has particular characteristics and/or is in a particular location.
- 42.4 If We issue You with a Notice under clause 42.3, You must co-operate and work with Us to:
- (a) determine the most suitable way to implement the proposed Activity;
  - (b) determine whether the proposed Activity is feasible, including providing Us with reasons and evidence if You consider that the proposed Activity would involve significant and unacceptable risks, or would impose significant and unreasonable costs (in excess of the usual risks and costs involved in establishing and conducting a typical Activity in Your Region); and

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- (c) unless We are satisfied that the proposed Activity is unfeasible or unreasonable (and We must act reasonably and in good faith when considering whether a proposed Activity is unfeasible or unreasonable), establish and conduct the proposed Activity, and place WfD Participants into that Activity in accordance with this Agreement.

42.5 We are not liable for any costs incurred by You attributable to:

- (a) any non-commencement, suspension, variation or termination of an Activity under clause 42.1; or
- (b) Your establishment or conduct of an Activity under clause 42.4.

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### PART D PAYMENTS

#### Reader's Guide: Information about Part D (Payments)

This **Part D** sets out the:

- (a) Work for the Dole Payments (which are payable for Basic Services and Remote Employment Services provided to, or in respect of, WfD Participants);
- (b) Basic Payments (which are payable for Basic Services provided to, or in respect of, Basic Participants and those WfD Participants who are on a permitted break from Work for the Dole and are to be treated as Basic Participants); and
- (c) Employment Outcome Payments (which are payable for Employment Outcomes achieved by any Eligible Job Seeker),

that We will pay You under this Agreement from 1 July 2015, and how those amounts will be calculated.

It also sets out how Employer Incentive Funding will be calculated and paid to You, and that You must use that Funding to make payments to Employers who have employed an Eligible Job Seeker for a 26 Week Period.

We may also pay You a one-off amount of Funding in relation to strengthening organisational governance, and make Ancillary Payments in accordance with this RAC1.

### 43. General – Applicable to all Payments and Funding

43.1 Subject to this Agreement, We will pay You:

- (a) Work for the Dole Payments;
- (b) Basic Payments; and
- (c) Employment Outcome Payments,

for Remote Services You provide to, or in respect of, Eligible Job Seekers, as set out in this RAC1 and the Guidelines.

43.2 We will also pay You the Employer Incentive Funding, as set out in this RAC1 and the Guidelines.

## Remote Conditions 1 (RAC 1)

43.3 You are only entitled to Basic Payments or Work for the Dole Payments for periods during which You provided Remote Services to, or in respect of, Eligible Job Seekers. These Payments will be reduced on a pro rata basis if You do not provide Remote Services in respect of an Eligible Job Seeker for a full calendar month.

*Note: For example, if an Eligible Job Seeker moves to, or leaves, Your Region part-way through the month so that You do not provide Remote Services for the full calendar month, the relevant Payments will be adjusted on a pro rata basis.*

43.4 In respect of any particular Eligible Job Seeker:

- (a) You are only entitled to either a Basic Payment or a Work for the Dole Payment for a single period of time (not both types of Payment);
- (b) the type of Payment You will receive depends on whether You provided Remote Employment Services or only Basic Services (that is, Basic Payment applies for the period during which You only provided Basic Services; and Work for the Dole Payment applies for the period during which You provided both Basic Services and Remote Employment Services); and
- (c) the amount of each monthly Payment type will be adjusted on a pro rata basis to reflect the periods of time described in paragraph (b) above.

43.5 You are only entitled to receive Monies in respect of:

- (a) Remote Services provided to, or in respect of, Eligible Job Seekers; and
- (b) Remote Services provided to, or in respect of, CDP Ineligible Participants only if the Guidelines expressly authorise the payment of Monies for those Remote Services.

### *Suspensions*

43.6 The Guidelines will also set out whether, and if so how, a Payment will be affected if the relevant Eligible Job Seeker is subject to a Suspension. We will adjust any Payments calculated under this RAC1 in respect of an Eligible Job Seeker who is the subject of a Suspension in accordance with those Guidelines.

### *Our IT Systems*

43.7 Where a clause in this **Part D** of RAC1 indicates a date on which Our IT Systems will calculate a Payment or Funding, but it is not possible or practicable for Our IT Systems to use that date, the calculation may be done on the next available date (selected by Us in Our absolute discretion).

43.8 The Guidelines will set out the situations in which You may make a special claim for Payment or Funding because You consider that Our IT Systems have incorrectly calculated a Payment

## Remote Conditions 1 (RAC 1)

or Funding amount. You must follow any processes in the Guidelines for making such a claim.

### *Transitional arrangements*

43.9 If after 30 June 2015 You would have been entitled to receive an Outcome Payment under the version of this RAC1 which was in force on 30 June 2015 ('**Previous RAC1**'), because:

- (a) the Outcome Period for an Eligible Job Seeker commenced before 30 June 2015; but
- (b) the Outcome was achieved after 30 June 2015,

then We will pay You that Outcome Payment as if the Previous RAC1 had continued in force.

43.10 If:

- (a) before 1 July 2015 You were entitled to receive a reimbursement under the Previous RAC1 from the flexible pool of funds known as the 'Participation Account'; and
- (b) You met, and/or continue to meet, all eligibility criteria for payment of that reimbursement amount under the Previous RAC1; and
- (c) You entered a commitment for that reimbursement amount in Our IT Systems on or before 30 June 2015, in accordance with any instructions for entering that commitment issued by Us; and
- (d) You submitted Your claim for that reimbursement amount in accordance with the Previous RAC1 on or before 22 August 2015,

then We will pay You that reimbursement amount as if the Previous RAC1 had continued in force. All clauses in the Previous RAC1 in relation to Our ability to recover money, or to conduct audits, or to require records or documents to be produced, in relation to any commitments or claims in relation to the Participation Account, including those made under this clause 43.10, will continue to apply as if the Previous RAC1 had continued in force.

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

### *General*

44.1 There will be different arrangements for Work for the Dole Payments which will apply during the period from 1 July 2015 until 31 December 2015 (inclusive), or any longer period Notified to You by Us ('**Start-Up Period**').

## Remote Conditions 1 (RAC 1)

44.2 Clauses 44.3 to 44.7 only apply during the Start-Up Period, and clauses 44.8 to 44.11 only apply after the end of the Start-Up Period.

### *During the Start-Up Period*

44.3 During the first week of each month, We will pay You the total initial amount of Your Work for the Dole Payments for that month. Your initial Work for the Dole Payments will be calculated in accordance with clause 44.4, based on the total number of Your WfD Participants identified in Our IT Systems on the last Wednesday of the previous month.

44.4 For each of Your WfD Participants identified in Our IT Systems, We will pay You an initial monthly Work for the Dole Payment of **\$780.00** (exclusive of GST).

44.5 In addition to the amount calculated under clauses 44.3 and 44.4, We will pay You a supplementary amount of Work for the Dole Payment after the end of the applicable month, if more than 75% of Your WfD Participants met the following requirements for that month:

(a) the WfD Participant was placed into sufficient Activities to meet their requirement to participate in Work for the Dole, or had an approved reason for non-placement as specified in the Guidelines; and

(b) for each day of the month, where the WfD Participant was required to attend Activities:

(i) the WfD Participant met all of those attendance requirements; or

(ii) You took all actions required under this Agreement in relation to the non-attendance by the WfD Participant.

44.6 We will calculate the supplementary amount of Work for the Dole Payment for each month by:

(a) working out what You would have been paid as Your total Work for the Dole Payments for that month, if the month had occurred after the end of the Start-Up Period; and

(b) paying You the difference between the amount in paragraph (a), and the amount paid under clauses 44.3 and 44.4.

44.7 We will pay the Work for the Dole Payments into Your bank account in accordance with clause 20.2 of the General Terms and Conditions.

### *After Start-Up Period (from 1 January 2016)*

## Remote Conditions 1 (RAC 1)

44.8 After the Start-Up Period, We will calculate Your Work for the Dole Payments using the following principles and those in clauses 43.3 to 43.5:

- (a) We will pay You the total amount of Your Work for the Dole Payments monthly in arrears, for each calendar month.
- (b) Work for the Dole Payments are only payable for periods during which Remote Employment Services are provided to, or in respect of, WfD Participants in accordance with this Agreement.
- (c) Work for the Dole Payments in respect of each WfD Participant will be calculated at the end of each month, based on the level of attendance of that WfD Participant in their required Activities.
- (d) You will not be disadvantaged if a WfD Participant did not attend Activities because they had a Valid Reason or Reasonable Excuse or because of another reason specified in the Guidelines, and You complied with all requirements of this Agreement in relation to that non-attendance. That is, if You have ensured that:

- (i) the WfD Participant was placed into sufficient Activities to meet their requirement to participate in Work for the Dole or there was an approved reason for non-placement as specified in the Guidelines;

and for each day of the month:

- (ii) where the WfD Participant was required to attend Activities on that day, they met all of those attendance requirements; or
- (iii) where the WfD Participant did not meet all of the requirements for attendance on that day:
  - (A) You took all actions required under this Agreement in relation to that non-attendance; and
  - (B) where the action You took was submission of a Participation Report, the WfD Participant has returned to attendance in the Activities within 14 days of You submitting the Participation Report (or any longer period specified in the Guidelines),

then, subject to paragraph (f) below, You will be paid the maximum monthly Work for the Dole Payment for that WfD Participant.

- (e) The maximum monthly Work for the Dole Payment for Remote Services provided to, or in respect of, a WfD Participant will be reduced on a pro rata basis, to reflect the extent of non-attendance where You did not take the required action under this



## Remote Conditions 1 (RAC 1)

Agreement and manage return to attendance in Activities, as described in paragraph (d) above.

*Note: The Guidelines will give examples of how this calculation will be done.*

- (f) Where a WfD Participant was on a permitted break from Work for the Dole (as agreed with You in accordance with the Guidelines), that WfD Participant will be treated as a Basic Participant for the purposes of calculating Your Payments and for the period of the break:
  - (i) Your monthly Work for the Dole Payment for that WfD Participant will be reduced on a pro rata basis; but
  - (ii) You will be paid a monthly Basic Payment for that WfD Participant on a pro rata basis (see clause 45.3 below).
- (g) The maximum monthly Work for the Dole Payment for Remote Services provided to, or in respect of, each WfD Participant is **\$1,037.50** (exclusive of GST).

*Note: You are required to make payments to any Hosts as specified in the Guidelines.*

44.9 As soon as practicable after the end of each calendar month, Our IT Systems will use the principles in clause 44.8 to calculate the total Work for the Dole Payment payable to You for that month, using the information in Our IT System about each WfD Participant.

44.10 We will pay the Work for the Dole Payments into Your bank account in accordance with clause 20.2 of the General Terms and Conditions.

44.11 For clarity:

- (a) the amount of the Work for the Dole Payment is not affected by whether or not the WfD Participant has a Partial Capacity to Work; and
- (b) Your monthly Work for the Dole Payment may be reduced to \$0 if during the month there was no attendance by the WfD Participant or required compliance activity by You in relation to the non-attendance; and
- (c) You will not receive any monthly Work for the Dole Payment for a WfD Participant who was not placed into sufficient Activities to allow them to meet their requirement to participate in Work for the Dole.

## 45. Basic Payments

*Calculation of Basic Payments*

## Remote Conditions 1 (RAC 1)

- 45.1 On same day that We calculate Your monthly Work for the Dole Payments, We will calculate the total amount of Your Basic Payments for the applicable calendar month. The Basic Payments will be calculated by Our IT System in accordance with this clause 45 and clauses 43.3 to 43.5, using the information in Our IT System about each Eligible Job Seeker.
- 45.2 The monthly Basic Payment for services Basic Services provided to, or in respect of, Basic Participants for a calendar month is **\$333.33** (exclusive of GST).
- 45.3 We will also pay You a proportion of the monthly Basic Payment amount in accordance with clause 44.8(f), in respect of any WfD Participant who meets the requirements of that clause.
- 45.4 We will pay the Basic Payments into Your bank account in accordance with clause 20.2 of the General Terms and Conditions.

### 46. Employment Outcome Payments

#### *General*

- 46.1 Subject to this Agreement, We will pay You an Employment Outcome Payment (calculated in accordance with clause 46.8 below) in respect of an Eligible Job Seeker if We are satisfied that:
- (a) the requirements in clause 46.3 for either a Full Employment Outcome or a Part-time Employment Outcome have been met; and
  - (b) the Eligible Job Seeker has satisfied the relevant Outcome Period in clauses 46.5 and 46.6.
- 46.2 No Employment Outcome Payment is payable:
- (a) on a pro rata basis in relation to an Employment Outcome;
  - (b) in relation to a Non-Payable Outcome; or
  - (c) in relation to an Upgrade, unless all the requirements of the definition of Upgrade in Annexure 1 to the General Terms and Conditions are satisfied. You must comply with any requirements in the Guidelines in relation to claiming an Employment Outcome Payment if there has been an Upgrade.

## Remote Conditions 1 (RAC 1)

### *Requirements for a Full Employment Outcome and a Part Time Employment Outcome*

46.3 The requirements for a Full Employment Outcome and a Part-time Employment Outcome are as follows:

Eligible Job Seeker	Requirements for Full Employment Outcome	Requirements for Part-time Employment Outcome
In receipt of Newstart Allowance (NSA) or Youth Allowance (YA)(other)	Eligible Job Seeker remains in Employment that generates sufficient income to cause income support to cease or remains in an apprenticeship or traineeship that is full-time.	Eligible Job Seeker gains Employment that generates sufficient income to reduce their Income Support Payments by an average of at least 60 per cent.
Not in receipt of NSA or YA (other)	Eligible Job Seeker remains in Employment* for at least 20 hours in each week.	Eligible Job Seeker gains Employment* for an average of 15 hours or more in each week.
In receipt of NSA, YA (other) or Parenting Payment (Partnered or Single) and is identified as a Principal Carer (as recorded on Our IT Systems) or is in receipt of Carer Payment	Eligible Job Seeker remains in Employment* for at least 30 hours in each fortnight.	Eligible Job Seeker remains in Employment* for an average of 10 or more hours per week.
Has Partial Capacity to Work (PCW)	Eligible Job Seeker remains in Employment* that equals or exceeds their minimum number of hours per week in a range as assessed through an ESAt or JCA, as recorded on Our IT Systems (but is not less than 8 hours per week).	Eligible Job Seeker gains Employment* for an average of at least 70 per cent or more of their minimum number of hours per week in a range as assessed through an ESAt or JCA, as recorded on Our IT Systems (but is not less than 8 hours per week).

**\* In the table above, Employment refers to ‘Employment or Unsubsidised Self-Employment or an apprenticeship or a traineeship’.**

46.4 Once a Part-time Employment Outcome has been paid to You in relation to an Eligible Job Seeker, You are not subsequently entitled to be paid any additional amount if the Eligible Job Seeker subsequently satisfies the requirements for a Full Employment Outcome.

*Note: Our IT Systems will delay payment of Employment Outcome Payments for Part Time Employment Outcomes, to allow You to place a special claim for the higher amount if a Full Employment Outcome is achieved, as specified in the Guidelines.*

CDP Remote Conditions 1 –Remote Services

## Remote Conditions 1 (RAC 1)

### Outcome Periods

- 46.5 The Outcome Period for a 13 Week Employment Outcome is a 13 Week Period (subject to any allowable breaks in Employment set out in the Guidelines). This Outcome Period starts on the Outcome Start Date or any Moved Outcome Start Date. An Outcome Period must not overlap with any other 13 Week Period.
- 46.6 The Outcome Period for a 26 Week Employment Outcome is a 13 Week Period over a maximum of 26 consecutive weeks (subject to any allowable breaks in Employment set out in the Guidelines) which follows immediately after the end of a previous 13 Week Period. An Outcome Period for a 26 Week Employment Outcome must not overlap with any other 13 Week Period.
- 46.7 The Outcome Period must:
  - (a) be entered by You on Our IT Systems in accordance with the Guidelines; and
  - (b) occur after Commencement.

### Amount of the Employment Outcomes Payments

- 46.8 The amount of the Employment Outcome Payment will be calculated for each Eligible Job Seekers who achieves an Employment Outcome in accordance with the following table:

Employment Outcome	Amount of Employment Outcome Payment (GST exclusive)
<b>13 Week Employment Outcome</b>	
Full Employment Outcome	<b>\$2,250.00</b>
Part-time Employment Outcome	<b>\$1,125.00</b>
<b>26 week Employment Outcome</b>	

Full Employment Outcome	<b>\$5,250.00</b>
Part-time Employment Outcome	<b>\$2,625.00</b>

46.9 Employment Outcome Payments will be paid into Your bank account in accordance with clause 20.2 of the General Terms and Conditions, at the times specified in the Guidelines.

CDP Remote Conditions 1 –Remote Services

## Remote Conditions 1 (RAC 1)

### 47. Employer Incentive Funding

**Reader’s Guide: Information about Employer Incentive Funding**

Employer Incentive Funding will be calculated in accordance with this clause 47 and provided to You to assist You to stimulate job creation and increase demand for Employment of Eligible Job Seekers, strengthen Your relationship with Employers, and increase Eligible Job Seekers’ chances of achieving Employment Outcomes.

Employer Incentive Funding will not be paid automatically to You in the same way as Provider Outcome Payments. Employer Incentive Funding must be manually claimed by You through Our IT Systems.

You must use the Employer Incentive Funding in accordance with this clause 47.

*General*

47.1 We will provide Employer Incentive Funding to You in accordance this clause 47 and the Guidelines. Employer Incentive Funding is Funding for the purposes of PART C [Monies paid under this Agreement] of the General Terms and Conditions.

*Claiming Employer Incentive Funding*

- 47.2 Our IT Systems will alert You when You may be eligible for an amount of Employer Incentive Funding. You may claim an amount of Employer Incentive Funding in relation to an Eligible Job Seeker (using Our IT Systems), where You are satisfied that:
- (a) an Eligible Job Seeker has been employed by one Employer during a 26 Week Period (subject to any allowable breaks in Employment set out in the Guidelines) so as to satisfy a category set out in clause 47.8; and
  - (b) that Employer satisfies the eligibility requirements as set out in the Guidelines, and You must comply with the requirements in the Guidelines about the Documentary Evidence You must hold in order to be satisfied in accordance with this clause.
- 47.3 You may only claim an amount of Employer Incentive Funding in respect of an Eligible Job Seeker once.
- 47.4 You must not claim an amount of Employer Incentive Funding where You are the Employer, unless We have given You Our approval to do so.

*Using Employer Incentive Funding*

- 47.5 Where You receive an amount of Employer Incentive Funding, You must ensure that:
- (a) the Employer of the relevant Eligible Job Seeker is paid an equivalent amount, within 10 business days of You receiving the Employer Incentive Funding;
  - (b) an Employer is only paid once for each Eligible Job Seeker; and

CDP Remote Conditions 1 – Remote Services

## Remote Conditions 1 (RAC 1)

- (c) the Employer Incentive Funding is otherwise used in accordance with the Guidelines.
- 47.6 If You do not pay the Employer in accordance with clause 47.5(a) within 10 business days of receiving an Employer Incentive Funding, You must return the Employer Incentive Funding to Us in accordance with the Guidelines.

*Note: It is not intended that You will hold Employer Incentive Funding as Our agent, or otherwise hold it for or on Our behalf.*

*Documentary Evidence*

47.7 If We require, You must supply to Us Documentary Evidence that You have used the Employer Incentive Funding in accordance with this Agreement.

*Amount of Employer Incentive Funding*

47.8 The amount of the Employer Incentive Funding will be calculated for each Eligible Job Seeker as follows:

Eligible Job Seeker	Extent of Employment during a 26 Week Period	Amount of Employer Incentive Funding (GST exclusive)
In receipt of Newstart Allowance (NSA) or Youth Allowance (YA)(other)	Eligible Job Seeker remains in Employment that generates sufficient income to cause income support to cease or remains in an apprenticeship or traineeship that is full-time.	<b>\$7,500.00</b>
	Eligible Job Seeker gains Employment that generates sufficient income to reduce their Income Support Payments by an average of at least 60 per cent.	<b>\$3,750.00</b>
Not in receipt of NSA or YA (other)	Eligible Job Seeker remains in Employment* for at least 20 hours in each week.	<b>\$7,500.00</b>
	Eligible Job Seeker gains Employment* for an average of 15 hours or more in each week.	<b>\$3,750.00</b>
In receipt of NSA, YA (other) or Parenting Payment (Partnered or Single) and is identified as a Principal Carer (as recorded on Our IT Systems) or is in receipt of Carer Payment	Eligible Job Seeker remains in Employment* for at least 30 hours in each fortnight.	<b>\$7,500.00</b>
	Eligible Job Seeker remains in Employment* for an average of 10 or more hours per week.	<b>\$3,750.00</b>

CDP Remote Conditions 1 –Remote Services

**Remote Conditions 1 (RAC 1)**

Eligible Job Seeker	Extent of Employment during a 26 Week Period	Amount of Employer Incentive Funding (GST exclusive)
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Has Partial Capacity to Work (PCW)	Eligible Job Seeker remains in Employment* that equals or exceeds their minimum number of hours per week in a range as assessed through an ESAt or JCA, as recorded on Our IT Systems (but is not less than 8 hours per week).	<b>\$7,500.00</b>
	Eligible Job Seeker gains Employment* for an average of at least 70 per cent or more of their minimum number of hours per week in a range as assessed through an ESAt or JCA, as recorded on Our IT Systems (but is not less than 8 hours per week).	<b>\$3,750.00</b>

**\* In the table above, Employment refers to ‘employment or Unsubsidised Self-Employment or an apprenticeship or a traineeship’.**

*Changes to Employer Incentive Funding*

47.9 Despite anything else in this **Part D** of RAC 1, We may, by giving You Notice in writing:

- (a) change the amount of the Employer Incentive Funding;
- (b) change the eligibility requirements which must be satisfied by all, or certain types of, employers;
- (c) impose a different mechanism for payment of Employer Incentive Funding; or
- (d) cease providing any Employer Incentive Funding.

47.10 If We give You a Notice under clause 47.9:

- (a) clause 47 [Employer Incentive Funding] of this RAC1 will automatically be changed in the way set out in the Notice to implement those changes, from the date specified in the Notice; and
- (b) any transitional provisions specified in the Notice will apply.

47.11 We will not issue a Notice under clause 47.9(c) above before We have consulted with You, and taken any comments or concerns raised by You into account. We must act reasonably when considering any comments or concerns.

**48. Strengthening Organisational Governance – one off payment**

48.1 If You have been required to become incorporated in accordance with clause 58.11 to 58.15 of the General Terms and Conditions [Compliance with Strengthening Organisational Governance policy], We will pay You a one-off amount of **\$10,000.00** (exclusive of GST) following:

- (a) You changing Your incorporation status in accordance with clause 58.11 to 58.15 of the General Terms and Conditions; and
- (b) You providing proof of the change in incorporation status to Us.



## Remote Conditions 1 (RAC 1)

48.2 You agree that this amount represents a genuine pre-estimate of the costs likely to be incurred by You in complying with the incorporation requirement, and that We are not liable for any further amount. This amount is a one-off payment, and will be made only if You have not received a similar payment under another agreement with the Commonwealth. This payment is 'Funding' for the purposes of the General Terms and Conditions.

### 49. Ancillary Payments

49.1 From time to time, We may, in Our absolute discretion, decide to pay You Ancillary Payments.

49.2 If We make any Ancillary Payments, those Ancillary Payments will be subject to You satisfying any terms and conditions which are Notified to You, and meeting any requirements specified in the Guidelines.

CDP Remote Conditions 1 –Remote Services



**ATTACHMENT 3: NEW RAC 2**

[Execution Version: 27 May 2015]

# **FUNDING AGREEMENT 2013 – 2018**

## **Community Development Programme**

### **Remote Conditions 2 (RAC2)**

# Remote Conditions 2 (RAC 2)

CDP REMOTE CONDITIONS 2 – REMOTE YOUTH LEADERSHIP AND DEVELOPMENT CORPS

## REMOTE CONDITIONS 2 - Remote Youth Leadership and Development Corps

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# Remote Conditions 2 (RAC 2)

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## Remote Conditions 2 (RAC 2)

### OPERATIVE PROVISIONS

#### PART A Introduction

##### 1. Objective

- 1.1 The Objective of the Remote Youth Leadership and Development Corps ('RYLDC') is to assist young people in remote Australia, aged 24 years and under, and especially those under 21 years, to transition successfully from school to work and to build foundational and vocational skills to secure sustainable employment. The goal of RYLDC is that all RYLDC Participants that successfully 'graduate' from the 'programme' will secure sustainable local employment or be placed in employment outside of their community, if they wish. It is expected that young people that successfully obtain employment on exiting from RYLDC will become role models to other young people in the community and effect a positive change.

##### 2. Application

- 2.1 The Parties agree that:

- (a) the services, activities and assistance under this RAC2 are Basic Services for the purposes of Part B of RAC1 and all relevant provisions of Part B of RAC1 apply to this RAC2; but
- (b) RYLDC Activities:
  - (i) must be supervised in accordance with clause 41 [Supervision of Activities] of RAC1;
  - (ii) may be Hosted in accordance with clause 38 [Hosts] of RAC1; and
  - (iii) must be conducted in accordance with clause 39 [Limiting Liability] of RAC1, as if RYLDC Activities were Activities and RYLDC Participants were WfD Participants; and
- (c) RYLDC Funds:
  - (i) are separate from, and in addition to, any Payments under RAC1; and
  - (ii) are Funding for the purposes of PART C [Monies paid under this Agreement] of the General Terms and Conditions.

## Remote Conditions 2 (RAC 2)

### PART B RYLDC Places

#### Readers guide: Information about RYLDC Places and RYLDC Placements

The Remote Youth Leadership and Development Corps (RYLDC) will be phased out from 1 July 2015.

No new RYLDC Places will be allocated or reallocated to You after 1 July 2015. You must continue to undertake RYLDC Activities under this RAC2 in relation to RYLDC Participants who occupied their RYLDC Place on 30 June 2015. You must stop undertaking RYLDC Activities in relation to such RYLDC Participants if they exit their RYLDC Placement.

You must not register or replace a RYLDC Participant in an RYLDC Place after 1 July 2015.

In relation to RYLDC Participants who occupied their RYLDC Place on 30 June 2015, You continue to be responsible for managing the RYLDC Places allocated to You, and continuing to provide suitable assistance and activities to those young persons.

### 3A. Transition out arrangements

- 3A.1 From 1 July 2015, no RYLDC Places will be allocated or reallocated to You, and You must not register or replace a RYLDC Participant in an RYLDC Place from that date.
- 3A.2 You must continue to provide all RYLDC Activities in accordance with this RAC2 only to RYLDC Participants who:
- (a) were placed in an RYLDC Placement on or before 30 June 2015; and
  - (b) who have not exited the RYLDC Place (in accordance with any Guidelines that define when a RYLDC Participant will be considered to have exited their RYLDC Place).
- 3A.3 We will only provide RYLDC Funds for RYLDC Activities in respect of RYLDC Participants who satisfy clause 3A.2.

### 3. RYLDC Places

- 3.1 We may, at any time and at Our absolute discretion, by Notice to You, vary the number of RYLDC Places allocated to You for a particular financial year.

## Remote Conditions 2 (RAC 2)

*Note: Where We Notify You of a variation of the number of RYLDC Places for a particular financial year, item 9.2 of the Activity Schedule is automatically varied accordingly.*

### 4. Delivery of RYLDC Places

4.1 Subject to clause 3A of this RAC2, You:

- (a) must put each RYLDC Participant into a RYLDC Place; but
- (b) may only put one RYLDC Participant into a RYLDC Place at a time.

4.2 You may use various activities and assistance in accordance with Part F [Activities and assistance under RYLDC], and different RYLDC Participants, to fill a RYLDC Place.

### 5. Continuous Occupation

5.1 Subject to the periods allowed under clause 5.2, You must ensure that each RYLDC Place is Continuously Occupied by the RYLDC Participant for 52 weeks from the Establishment Date, and do so in accordance with any Guidelines.

5.2 For the purposes of determining whether a RYLDC Place is Continuously Occupied:

- (a) any period of up to 20 consecutive business days between the Establishment Date and the date of the commencement of activities for the first RYLDC Participant in the RYLDC Place; and
- (b) any period of absence of an RYLDC Participant from the date of their commencement of activities for the RYLDC Participant of:
  - (i) less than 8 weeks in total; or
  - (ii) any other length as agreed with Us,

is treated by Us as Continuous Occupation of the RYLDC Place.

*Note: For the avoidance of doubt, the periods specified in clause 5.2 are permitted i.e. they are not considered to be a break in Continuous Occupation.*

## Remote Conditions 2 (RAC 2)

### **PART C [Not used]**

### **PART D Participation in RYLDC**

#### **6. RYLDC Placements**

6.1 Subject to clause 3A of this RAC2, You must:

- (a) provide each RYLDC Participant with an appropriate RYLDC Placement taking into account their assessed needs and capacity; and
- (b) use Your best endeavours to ensure that each RYLDC Participant commences in activities or assistance for their RYLDC Placement within 20 consecutive business days of their registration in a RYLDC Place in Our IT Systems.

6.2 If an RYLDC Participant is not going to commence in activities or assistance for their RYLDC Placement immediately after their registration in a RYLDC Place, You must provide them with appropriate alternative activities until they commence in the relevant activities or assistance.

6.3 You must immediately exit from RYLDC each RYLDC Participant who:

- (a) completes an RYLDC Placement; or
- (b) subject to Our approval in writing to the contrary, is absent from RYLDC for more than eight weeks in total.

6.4 Where an RYLDC Participant exits RYLDC, You must complete an RYLDC Exit Survey and record the reason for the exit in Our IT Systems.

#### **7. Participation requirements**

7.1 You must:

- (a) update the Job Plan for each RYLDC Participant:
  - (i) at Your initial contact with them; and
  - (ii) throughout their RYLDC Placement,

to include activities being undertaken by them in RYLDC;

## Remote Conditions 2 (RAC 2)

- (b) ensure that the activities satisfy the following requirements for the following types of RYLDC Participants:
- (i) SS Activity Tested Eligible Job Seekers, other than those specified at clause 7.1(b)(ii), participate in RYLDC for up to, but no more than 50 hours each

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fortnight, and otherwise in accordance with their SS Activity Test Requirements; and

- (ii) PCW Eligible Job Seekers and Principal Carers, participate in RYLDC for up to, but no more than 50 hours each fortnight, consistent with their level of assessed work capacity or SS Activity Test Requirements, as relevant;
- (c) review the progress of each RYLDC Participant on at least a monthly basis and record their hours of participation in Our IT Systems; and
- (d) unless We Notify You otherwise, manage the participation of RYLDC Participants in accordance with clauses 22 [Job Search Requirements], 23 [Monitoring] and 25 [Recording Attendance] of RAC1.

7.2 You must take compliance action in accordance with clauses 22 to 30 [Compliance and Reporting] of RAC1 if an RYLDC Participant:

- (a) is 18 years of age or older; and
- (b) does not comply with their SS Activity Test Requirements or DSP Recipients (Compulsory) obligations (as applicable).

7.3 You may exit from RYLDC an RYLDC Participant who is under 18 years of age, if they do not participate in RYLDC in accordance with any Guidelines.

7.4 If an RYLDC Participant is participating in another programme as a part of activities under RYLDC and is exited from that programme, You must use Your best endeavours to ensure that they immediately commence in other activities in order to fulfil their SS Activity Test Requirements.

## 8. Ceasing and resuming involvement in RYLDC due to criminal conduct

8.1 You must immediately Notify Us if any RYLDC Participant or person with an involvement with RYLDC is the subject of credible allegations, as determined by You, relating to:

- (a) violence;

- (b) any sexual offence;
- (c) any criminal offence involving pornography;
- (d) any criminal offence involving the trafficking or dealing of illegal drugs; or
- (e) any other criminal offence where a reasonable person would consider it prudent to cease the involvement in RYLDC of a person who has been charged or convicted with that offence,

and immediately cease the involvement of that person in RYLDC until:

- (f) any formal investigation into the matter is complete and no charges are laid, or no further action is required; or

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## Remote Conditions 2 (RAC 2)

(g) We otherwise Notify You that the person can resume involvement in RYLDC.

8.2 Where a person referred to in clause 8.1 is formally charged with or convicted of an Other Offence, deal with the RYLDC Participant in accordance with clause 19.5 of the General Terms and Conditions.

8.3 Where a person referred to in clause 8.1, is formally charged with or convicted of a Serious Offence, deal with the RYLDC Participant in accordance with clause 19.6 of the General Terms and Conditions.

### **PART E Engagement with stakeholders**

#### **9. Engagement with stakeholders**

9.1 Throughout the Term of this Agreement, You must engage with Employers to:

- (a) identify skilled jobs that may become available in 6–24 months from that time, so that activities under RYLDC can be tailored to support a 12 month pathway to these jobs;
- (b) ensure that the activities under RYLDC are tailored to future jobs, workplaces and training environments;
- (c) promote and build Employers' confidence in RYLDC; and
- (d) negotiate the placement of RYLDC Participants in Workplace Activities and in Employment,

in accordance with any Guidelines.

9.2 You should make Yourself aware of other initiatives and programmes relevant to RYLDC Participants which are available in Your Region(s) (including, in particular, government funded youth programmes and language literacy and numeracy programmes) and work collaboratively with relevant other providers to ensure that activities under RYLDC are complementary to their initiatives and programmes and are not duplicated or leading to double payments.

### **PART F Activities and assistance under RYLDC**

#### **10. Activities and assistance**

10.1 As appropriate to each RYLDC Participant, You must provide:

## Remote Conditions 2 (RAC 2)

- (a) RYLDC Activities;
- (b) assistance with transition from school to work, and where required, literacy and numeracy support;
- (c) RYLDC Post-placement Support;
- (d) Relocation Assistance;
- (e) Mentoring; and
- (f) other activities as required, including Interventions for Non-vocational Barriers and youth engagement activities,

to all RYLDC Participants, in accordance with this Agreement, including any Guidelines.

### PART G RYLDC Activities

#### Readers guide: Information about RYLDC Activities

RYLDC is designed to provide a strong pathway from school to work and help young people in remote communities to build the skills necessary for sustainable employment. The aim is for young people participating in RYLDC to have a job at the end of the RYLDC program.

You must ensure that You provide intensive support for RYLDC Participants for the full term of their RYLDC Placement in line with individual participation requirements and commensurate with the funding provided including, but not limited to:

- mentoring by local leaders, including RYLDC group activities
- transition assistance from school, including assistance with literacy and numeracy and other life skills
- other help to overcome barriers to employment
- activities that are work-focused, such as paid or unpaid work experience in industries relevant to their local area
- vocational training at the Certificate II or equivalent level aimed at local jobs
- assistance in travelling or moving to take up employment, education or training opportunities
- on-the-job mentoring and post-employment support.

Training and other activities, either in the classroom or through work-experience placements, must be tailored to the needs of each participant to allow them to access employment or education opportunities identified through the normal conduct of activities under RYLDC.

## Remote Conditions 2 (RAC 2)

### 11. General

11.1 You must deliver activities which:

- (a) build the capacity of RYLDC Participants to access employment or education linked opportunities identified through the normal conduct of activities under RYLDC;
- (b) are tailored to the individual circumstances and goals of each RYLDC Participant;
- (c) are work focused and as work-like as possible; and
- (d) are designed in a manner that is accessible to any RYLDC Participant with Partial Work Capacity.

11.2 RYLDC Activities may:

- (a) be undertaken as a single activity or as a combination of activities;
- (b) be undertaken on an individual or group basis; and
- (c) include, but are not limited to, the activities specified in any Guidelines.

### 12. Training

12.1 You:

- (a) must assist RYLDC Participants to participate in studies at Certificate II level or higher; and
- (b) may provide vocational training, as approved in writing by Us, which is aligned to a skill set for a job opportunity identified through the normal conduct of activities under RYLDC,

in accordance with any Guidelines.

12.2 When designing vocational training, You must:

- (a) consider training and assessment methods that are likely to encourage participation; and
- (b) ensure that the training:

## Remote Conditions 2 (RAC 2)

- (i) is integrated with relevant work like activities; and
- (ii) where required, includes literacy and numeracy support.

*Note: Vocational training may be a mix of classroom based and 'on the job' training.*

### 13. Workplace Activities

- 13.1 You must use your best endeavours to deliver Workplace Activities which provide an opportunity for RYLDC Participants to gain work experience in a workplace and to demonstrate their abilities to potential Employers.
- 13.2 Where RYLDC Participants undertake Workplace Activities, You must, prior to commencement of the RYLDC Participants in those activities, negotiate the conditions of any unpaid or paid work experience or Voluntary Work Activities with the Host Employer, including suitable support in the workplace for each RYLDC Participant which may include, but is not limited to, the examples specified in any Guidelines.
- 13.3 You must be satisfied that any Workplace Activities do not:
- (a) reduce hours usually worked, or reduce the overtime, of an existing worker;
  - (b) primarily promote a particular religious or political view;
  - (c) involve violence towards people or damage to property;
  - (d) involve activity associated with the sex industry, including retail positions;
  - (e) bring the RYLDC Participants, You or Us into disrepute; or
  - (f) otherwise offend any prohibition specified in any Guidelines.
- 13.4 Unless otherwise approved by Us in writing, You may only place an RYLDC Participant with a Host Employer who has not previously employed the RYLDC Participant.
- 13.5 You must immediately end Workplace Activities if, at any time, You consider that a work environment is not suitable for a RYLDC Participant.
- 13.6 On completion of a Workplace Activity, You must work with the relevant RYLDC Participant to update their resume to reflect the type of work undertaken and the skills and experience gained.

#### *Simulated Work Experience*

## Remote Conditions 2 (RAC 2)

- 13.7 You may arrange for RYLDC Participants to participate in Simulated Workplace Experience, but You must ensure that any such activity does not:
- (a) compete with an established business;
  - (b) fulfil a function that is part of a commercial contract or enterprise; or
  - (c) provide any benefit or gain to You or a Related Entity, unless it is approved in writing by Us or is in accordance with any Guidelines.

### *Voluntary Work Activities*

- 13.8 You may arrange for RYLDC Participants to participate in Voluntary Work Activities, but You must ensure that RYLDC Participants only participate in Voluntary Work Activities that:
- (a) have a community benefit focus; and
  - (b) are undertaken in a voluntary work position in an Approved Not-for-Profit Community Organisation.

## 14. Cultural activities

- 14.1 You may arrange for RYLDC Participants to participate in cultural activities in accordance with RAC1.

## PART H Literacy and Numeracy Support

### 15. Literacy and Numeracy Support

- 15.1 Where required, You must support all RYLDC Participants to achieve literacy and numeracy levels required for job and/or training opportunities identified through the normal conduct of activities under RYLDC in accordance with any Guidelines.
- 15.2 For the purposes of clause 15.1, You may:
- (a) provide literacy and numeracy training directly to RYLDC Participants, where You have relevant accredited qualifications;
  - (b) refer RYLDC Participants to relevant programmes including those funded by the Commonwealth, State and Territory governments; or
  - (c) fund participation in other literacy and numeracy programmes that focus on workplace needs.

## Remote Conditions 2 (RAC 2)

- 15.3 You should ensure that any literacy or numeracy support that You provide is tailored to the work environment being targeted in other activities under RYLDC to make the learning as practical, relevant and engaging as possible.

### **PART I RYLDC Post-placement Support**

#### **16. RYLDC Post-placement Support**

- 16.1 In addition to Post-placement Support under clause 17 of RAC1, You must, for the duration of each placement of a RYLDC Participant in Employment or in education:
- (a) provide Mentoring in accordance with Part J [Mentoring] of this RAC2;
  - (b) continue to provide any Training that the RYLDC Participant had commenced prior to the relevant placement;
  - (c) subject to clause 16.2, work with family members and the RYLDC Participant's community, as required, to foster understanding of the value of the RYLDC Participant's relevant placement;
  - (d) assist the RYLDC Participant to manage cultural, family, work or study commitments, as relevant; and
  - (e) provide any other assistance specified in any Guidelines.
- 16.2 Before undertaking Your obligation under clause 16.1(c), You must obtain the written consent of the RYLDC Participant to You:

(a)

(b)

contacting and working with the RYLDC Participant's family members and/or community, as required; and

disclosing the RYLDC Participant's Personal Information to his/her family members and/or community, as relevant.

*Note: You must also comply with clause 31 [Personal Information and Protected Information] of the General Terms and Conditions when dealing with RYLDC Participants' Personal Information and Protected Information.*

## 17. Relocation Assistance

- 17.1 In accordance with any Guidelines, You must, if required in any particular case, provide Relocation Assistance in accordance with clause 18 of RAC1 for RYLDC Participants who need to relocate outside of their community to take up an Employment opportunity or continued education.

## PART J Mentoring

### 18. Mentoring

- 18.1 You must deliver Mentoring to each RYLDC Participant for the duration of their RYLDC Placement in accordance with:

- (a) clause 15 [Mentoring] of RAC 1;
- (b) this clause 18; and
- (c) any Guidelines.

- 18.2 For each RYLDC Participant, You must provide a minimum of three Mentor contacts per fortnight, including at least one physical face to face contact, or as otherwise agreed to by Us.

- 18.3 You must ensure that Mentors have demonstrated skills in supporting and motivating young people.

(a)

(b)

18.4 You must continue to provide Mentoring during the course of each RYLDC Placement, including when a RYLDC Participant takes up an Employment, education or training opportunity, whether inside or outside Your Region(s).

**PART K Other activities**

**19. Youth engagement activities**

19.1 You may develop and provide youth engagement activities that support retention in the RYLDC and the overall wellbeing of RYLDC Participants, but You must ensure that such activities:  
do not average more than four hours a fortnight over a six month period for each RYLDC Participant; and  
are conducted in accordance with any Guidelines.

**20. Uniforms**

20.1 If this is supported by the communities in Your Region(s), You may provide a uniform to RYLDC Participants, but You must:  
(a) work with the communities to determine the uniform design, ensuring that the uniform design meets any of Our branding guidelines and is suitable for the activities being undertaken;  
(b) pay for the uniform from the RYLDC Payments; and  
(c) ensure that the uniforms are otherwise provided in accordance with any Guidelines.

**PART L RYLDC Funds**

**Readers guide: Information about RYLDC Funds**  
Providers will receive payment in two stages for RYLDC Places.

The RYLDC Initial Payment is made after the Placement is established and the RYLDC 20 Week Payment can be made after a Placement has been continuously occupied for 20 weeks from when it was established.



(a)

(b)

**21. RYLDC Initial Payments**

21.1 Subject to this Agreement, You may claim one RYLDC Initial Payment per RYLDC Place:

(a) on the Establishment Date for the RYLDC Place;

(b) if You have:

(i) amended the Job Plan of the first RYLDC Participant to be placed in the RYLDC Place in Our IT Systems, to reflect the activities to be undertaken by them in RYLDC; and

(ii) done so immediately prior to making the claim.

21.2 In accordance with clause 3A.3 of this RAC2, if an RYLDC Placement is not Established for a RYLDC Place by 30 June 2015

no RYLDC Initial Payments will be payable for that RYLDC Place.

**22. RYLDC 20 Week Payments**

22.1 Subject to this Agreement, You may claim one RYLDC 20 Week Payment per RYLDC Place if: the RYLDC Place is Continuously Occupied by an RYLDC Participant for 20 weeks after the Establishment Date for the RYLDC Place; and

You have:

(i) amended the Job Plan of the RYLDC Participant occupying the RYLDC Place in Our IT Systems, to update the activities to be undertaken by that RYLDC Participant in RYLDC;

(ii) and done so immediately prior to making the claim.

**23. Payment types, amounts and timing**

(a)

(b)

23.1 Subject to this Agreement, You may claim RYLDC Funds, in accordance with Table 1 below, for each RYLDC Place.

**Table 1: RYLDC Funds**

Funds per RYLDC Place	Amount (GST inclusive)	When payable
RYLDC Initial Payment	\$4,620	On the Establishment Date
RYLDC 20 Week Payment	\$3,080	At 20 weeks of Continuous Occupation after the Establishment Date
<b>Total</b>	<b>\$7,700</b>	

*Note 1: For the avoidance of doubt, these RYLDC Funds are in addition to other payments of Monies specified in RAC1.*

23.2 You agree that RYLDC Funds:

- (a) are intended to cover all costs associated with the provision of activities and assistance under RYLDC, as specified in this Agreement; and
- (b) may only be used by You for this purpose.

*Note: You are not entitled to receive any RYLDC Funds in relation to CDP Ineligible Participants.*

**24. Early Payments**

24.1 You may request an Early Payment from Us in order to accommodate the costs of a particular proposed activity under RYLDC.

24.2 We may, at Our absolute discretion, pay a RYLDC 20 Week Payment for one or more RYLDC Places:

- (a) at their respective Establishment Dates; or
- (b) at such other times prior to 20 weeks of Continuous Occupation for each RYLDC Place, as determined by Us at Our absolute discretion,

in order to accommodate the proposed activity under RYLDC referred to at clause 24.1.

- 24.3 In making an Early Payment, We may impose any conditions that We think fit.
- 24.4 If We decide to make an Early Payment, You must:
- (a) issue Us with a Tax Invoice for the Early Payment which identifies You, the number of RYLDC Places for which the Early Payment is claimed, the financial year to which the claim relates and to which of Your Region(s) it applies; and
  - (b) keep a copy of that Tax Invoice and any other Documentary Evidence for Early Payments as specified in any Guidelines.
- 24.5 On and from the date on which We pay an Early Payment to You, We will offset all valid claims for RYLDC Funds made under this Agreement, until the total of the offset of valid claims equals the total of all Early Payments paid to You.
- 24.6 If, at the completion of this Agreement, the total of the offset valid claims for RYLDC Funds is less than the amount of all Early Payments paid to You, the difference will constitute a debt owed to the Commonwealth for the purposes of clause 23 [Repayment of Monies paid under this Agreement] of the General Terms and Conditions, if and when the Commonwealth Notifies You that it elects to recover the difference as a debt.

**25. Acquittal and refund of RYLDC Funds**

- 25.1 You must acquit the RYLDC Funds by submitting to Us at the end of each financial year during the Term of this Agreement:
- (a) a statement detailing expenditure of the RYLDC Funds that has been certified by Your Chief Executive Officer or equivalent; and
  - (b) a statutory declaration stating:
    - (i) that the RYLDC Funds paid during the relevant financial year were spent in accordance with this Agreement; and
    - (ii) taking into account the allowances under clause 5, how many completed RYLDC Places delivered during the relevant financial year were:
      - (A) Continuously Occupied for 52 weeks; and
      - (B) not Continuously Occupied for 52 weeks, from their Establishment Dates.
- 25.2 If a completed RYLDC Place is declared as not being Continuously Occupied for 52 weeks from its Establishment Date in accordance with clause 25.1(b)(ii)(B), You must:

- (a) advise Us in writing of the number of weeks that the RYLDC Place was not Continuously Occupied; and
- (b) in accordance with any Notice from Us, refund to Us the RYLDC Funds paid in relation to the RYLDC Place for the number of weeks that the RYLDC Place was not Continuously Occupied.

*Note: Clause 5 applies to the calculation of the period that a RYLDC Place is Continuously Occupied for the purposes of clause 25.2.*

## 26. Auditing of RYLDC Funds

26.1 We may conduct random audits of You with regard to the expenditure of RYLDC Funds and the Continuous Occupation of RYLDC Places, to ensure that RYLDC Funds are being spent in accordance with this Agreement.

26.2 You must fully cooperate with any such audits in accordance with clauses 32 and 38 of the General Terms and Conditions.

26.3 You must:

- (a) have and retain Documentary Evidence, in accordance with any Guidelines, of:
  - (i) Your expenditure of RYLDC Funds; and
  - (ii) the Continuous Occupation of RYLDC Places; and
- (b) if requested by Us, within 10 business days of Our request, provide the Documentary Evidence referred to at clause 26.3(a) to Us.

26.4 If You do not comply with a request under clause 26.3(b), We may recover the relevant RYLDC Funds from You in accordance with clauses 20.12(d) and 20.12(e) of the General Terms and Conditions.

# Remote Conditions 2 (RAC 2)

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CDP REMOTE CONDITIONS 2 – REMOTE YOUTH LEADERSHIP AND DEVELOPMENT CORPS



CDP REMOTE CONDITIONS 2 – REMOTE YOUTH LEADERSHIP AND DEVELOPMENT CORPS

# **FUNDING AGREEMENT 2013 – 2018**

## **Community Development Programme**

**RAC 1**



## Reader's Guide: Information about Remote Services

This RAC1 sets out what You must do as Remote Services from 1 July 2015.

There are 2 categories of Remote Services that You must provide:

- (a) **'Basic Services'**: These are Remote Services You must provide in respect of all Eligible Job Seekers, to provide them with the integrated case management and support they need in order to find and keep a job. It includes:
- i. Making regular contact with Eligible Job Seekers, including referral and registration services, undertaking Initial Interviews, Assessments and ongoing Contacts;
  - ii. Providing services designed to help Eligible Job Seekers find and keep a job, including preparation and maintenance of Job Plans, undertaking general employer and community engagement activities, maintaining Jobsearch Facilities and providing employment assistance (including Mentoring) to Eligible Job Seekers;
  - iii. Supporting Eligible Job Seekers to meet the requirements in their Job Plan;
  - iv. Providing additional support for Eligible Job Seekers with a disability;
  - v. Undertaking compliance monitoring and reporting in respect of Eligible Job Seekers;
  - vi. Managing the Exit of Eligible Job Seekers from the CDP;
  - vii. activities and assistance under RAC2, where You are satisfied that such activities and assistance are suitable for the Eligible Job Seeker and that Eligible Job Seeker is RYLDC Eligible; and
  - viii. undertaking general activities that support economic development of the communities in Your Region(s).

These Basic Services are described in **Part B** of this RAC 1.

- (b) **'Remote Employment Services'**: You must provide Remote Employment Services in respect of all **'WfD Participants'**. These are Eligible Job Seekers who:
- i. are aged 18-49 years and meet the other criteria for participation in Work for the Dole which are specified in the Guidelines; and
  - ii. do not meet those criteria for participation, but choose to participate in Work for the Dole.

For all other Eligible Job Seekers (these are called **'Basic Participants'**), You are only required to provide Basic Services.

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# Remote Conditions 1 (RAC 1)

As part of Remote Employment Services:

- i. You must establish and conduct Activities which allow WfD Participants to meet their requirement to participate in Work for the Dole.

Some Activities can be provided through You arranging a Host to undertake them (a placement in an Activity that is Hosted is known as a **'Hosted Placement'**).

Irrespective of whether placements are Hosted or not, You will remain responsible for ensuring they are properly supervised, safe and otherwise comply with the Guidelines for Activities.

- ii. You must place each WfD Participant in Activities that allow them to meet the requirements in their Job Plan to participate in Work for the Dole, up to their Assessed capacity to work.
- iii. You must monitor and support WfD Participants' attendance in their Activities in accordance with this Agreement.

Further information about the Remote Employment Services and Activities is in **Part C** of this RAC1.

**Part D** of this RAC 1 sets out:

- (a) the Payments that will be made to You as a result of undertaking the Remote Services:
  - i. there are two types of monthly payments associated with the provision of Basic Services and Remote Employment Services to Eligible Job Seekers:
    - A. Work for the Dole Payments – payable where You provide both Basic Services and Remote Employment Services to Eligible Job Seekers; and
    - B. Basic Payments – payable where You only provide Basic Services to Eligible Job Seekers; and
  - ii. Employment Outcomes Payments are payable on achievement of Employment Outcomes for all Eligible Job Seekers (ie, both Basic Participants and WfD Participants); and
- (b) how You must use any Employer Incentive Funding that is provided to You.

In some circumstances, We may also pay You a one-off amount of Funding in relation to Your strengthening organisation governance obligations, or make Ancillary Payments.

## Remote Conditions 1 (RAC 1)

## REMOTE CONDITIONS 1 -

## Remote Services

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# Remote Conditions 1 (RAC 1)

## OPERATIVE PROVISIONS

### PART A INTRODUCTION

#### 1. Application

- 1.1 The Remote Services include Basic Services and Remote Employment Services. The Remote Services also include receiving and using Employer Incentive Funding in accordance with this RAC1 and the Agreement.
- 1.2 You must provide Basic Services to, or in respect of, all Eligible Job Seekers, who are Referred to, or who Directly Register with, You. The Basic Services are further described in in **Part B** of this RAC1, but include the following:
- (a) providing individual integrated case management and support to each Eligible Job Seeker:
    - (i) to build their 'job readiness' and make them more employable over the longer term so as to lead them into sustainable employment;
    - (i) that is tailored to their needs, and the needs of the communities in Your Region(s) and the local labour market;
    - (ii) within a framework that recognises and is sensitive to all factors relevant to the Eligible Job Seeker, including their cultural and community context, parental and caring responsibilities, age, language, skills and experience; and
    - (iii) if they are with disability, that takes into account their disability, its effect on their capacity to work and any relevant barriers;
  - (b) engaging with:
    - (i) Employers;
    - (ii) other programmes, services and organisations in Your Region(s); and
    - (iii) Eligible Job Seekers;
  - (c) actively assisting each Eligible Job Seeker to obtain employment in the communities in Your Region(s), elsewhere in Your Region(s) or in other locations (should they wish to move to take up opportunities in other locations);
  - (d) providing additional and tailored assistance for Eligible Job Seekers with disability, including seeking assistance for relevant Eligible Job Seekers and Employers to apply for assistance from the Employment Assistance Fund and the Supported Wage System;

**Remote Conditions 1 (RAC 1)**

- (e) undertaking compliance and reporting activities in relation to Eligible Job Seekers;
- (f) managing the Exit of Eligible Job Seekers from the CDP;
- (g) until all RYLDC Participants have exited their RYLDC Placement, undertaking RYLDC Activities in accordance with RAC2; and
- (h) undertaking general activities that support economic development of the communities in Your Region(s).

1.3 You must provide Remote Employment Services to, or in respect of, all of Your Eligible Job Seekers who are WfD Participants (You must provide Remote Employment Services in addition to providing Basic Services to, or in respect of, those persons). The Remote Employment Services are further described in in **Part C** of this RAC1, but include following:

- (a) establishing and conducting (or arranging for a Host to establish and conduct) Activities which allow WfD Participants to meet their requirement to participate in Work for the Dole;
- (b) placing each WfD Participant in Activities that allow them to meet the requirements in their Job Plan; and
- (c) monitoring and supporting WfD Participants' attendance in their Activities in accordance with this Agreement.

1.4 You must undertake all Remote Services in accordance with:

- (a) this Agreement;
- (b) for each Eligible Job Seeker:
  - (i) their Job Plan;
  - (ii) their most recent Assessment of work capacity by DHS Assessment Services, if relevant;
  - (iii) their SS Activity Test Requirements, if they are a SS Activity Tested Eligible Job Seeker; and
- (c) any other requirements Notified to You by Us,  
from the Eligible Job Seeker's Commencement until:
- (d) they Exit (subject to any Suspension); or
- (e) they otherwise cease to be an Eligible Job Seeker.

## Remote Conditions 1 (RAC 1)

### 2. CDP Ineligible Participants

- 2.1 An CDP Ineligible Participant is a person who resides in Your Region(s) and is not an Eligible Job Seeker but who wishes to receive Basic Services and/or participate in Activities as if they were an Eligible Job Seeker. A person who is an overseas visitor or on a working holiday visa or is prohibited by law from working in Australia is not an CDP Ineligible Participant and You must not provide any Remote Services to, or in respect of, that person.
- 2.2 Unless the Guidelines provide to the contrary:
- (a) if a person presents to You without a Referral and is not an Eligible Job Seeker, but is an CDP Ineligible Participant, You must Directly Register the person in accordance with the Guidelines, and begin providing Services to them as set out in this clause and the Guidelines;
  - (b) You must make Your JobSearch Facilities available to CDP Ineligible Participants, as if they were an Eligible Job Seekers;
  - (c) You may provide Remote Services to or in respect of CDP Ineligible Participants as if they were Eligible Job Seekers, but only in accordance with the Guidelines;
  - (d) if the Guidelines specify that You must provide particular Remote Services to CDP Ineligible Participants as if they were Eligible Job Seekers, You must provide those Remote Services in accordance with the Guidelines;
  - (e) You must ensure that:
    - (i) any CDP Ineligible Participants who participate in CDP do so of their own free will; and
    - (ii) any opportunities that You provide for CDP Ineligible Participants do not have the effect of displacing or replacing paid workers, Eligible Job Seekers or reducing the amount of paid work available to workers;
  - (f) You must comply with the Guidelines which specify how or when an CDP Ineligible Participant is or must be Exited; and
  - (g) No Monies are payable for Remote Services provided to, or in respect of, CDP Ineligible Participants under paragraphs (a), (b), (e) or (f) of this clause (and You are not entitled to receive, and must not claim, any such Monies);
  - (h) You may be paid Monies for Remote Services provided to, or in respect of, CDP Ineligible Participants under paragraphs (c) or (d) of this clause if:
    - (i) the Guidelines specify that Monies are payable for those Remote Services; and
    - (ii) You comply with any processes or conditions associated with that payment which are set out in those Guidelines.

## Remote Conditions 1 (RAC 1)

### PART B BASIC SERVICES

#### Contact with Eligible Job Seekers

### 3. Referral and Registration of Eligible Job Seekers

#### *Referrals*

3.1 You must only accept Referrals of Eligible Job Seekers made:

- (a) through Our IT Systems; or
- (b) directly by DHS Assessment Services.

*Note: Our IT Systems will alert You to Referrals by recording an Appointment for Eligible Job Seekers in Your Electronic Diary.*

3.2 Where an Eligible Job Seeker is Referred to You, You must:

- (a) conduct an Initial Interview with them at the relevant Appointment made by DHS in Your Electronic Diary; and
- (b) begin servicing them thereafter in accordance with this Agreement.

#### *Direct Registration of Eligible Job Seekers without a Referral*

3.3 Where a person presents to You without a Referral, You must:

- (a) determine if the person is an Eligible Job Seeker in accordance with the Guidelines;
- (b) if the person is an Eligible Job Seeker, immediately:
  - (i) Directly Register the person in accordance with the Guidelines;
  - (ii) conduct an Initial Interview with them; and
  - (iii) begin servicing them in accordance with this Agreement; and
- (c) within four weeks of the Direct Registration, and if appropriate, refer each Eligible Job Seeker to DHS to determine the Eligible Job Seeker's eligibility for Income Support Payment.

#### *Relocation of Eligible Job Seekers and transfer from You*

3.4 If an Eligible Job Seeker changes residential address and:

- (a) at the time of the change, is Registered with You; and
- (b) their new residential address is outside Your Region(s),

We or DHS may transfer the Eligible Job Seeker to an CDP Provider or to a Non-remote Provider, if relevant, and You must facilitate the transfer and provide sufficient assistance and cooperation to enable this to occur.



## Remote Conditions 1 (RAC 1)

### *Transfer of Eligible Job Seekers to You*

- 3.5 If an Eligible Job Seeker is transferred to You from another Region, You must:
- (a) immediately arrange an initial Contact and start providing Remote Services to the Eligible Job Seeker in accordance with this Agreement;
  - (b) at the initial Contact with the Eligible Job Seeker:
    - (i) explain the Remote Services that You will provide; and
    - (ii) review and update his or her Job Plan, in accordance with this Agreement; and
    - (iii) record completion of the initial Contact in Our IT Systems in accordance with the Guidelines; and
  - (c) provide sufficient assistance and cooperation to any relevant person, including as nominated by Us, so as to enable Remote Services to be provided or continue to be provided to the Eligible Job Seeker.
- 3.6 The sufficient assistance and cooperation that You must provide under clauses 3.4 and 3.5(c) includes, as a minimum, complying with Our directions, if any, in relation to:
- (a) the transfer of Eligible Job Seeker Services Records and any relevant Commonwealth Material; and
  - (b) the redirection of Eligible Job Seekers,  
from or to You (as relevant).

## **4. Appointments with Eligible Job Seekers**

### *General*

- 4.1 Unless We have otherwise agreed, You must ensure that Your Electronic Diary has, at all times, capacity to receive an Appointment for an Eligible Job Seeker, at a location appropriate to that Eligible Job Seeker, within the next two business days, for the purposes of:
- (a) conducting an Initial Interview; or
  - (b) Re-engagement.
- 4.2 Where:
- (a) an Eligible Job Seeker Directly Registers with You; or
  - (b) an Eligible Job Seeker does not attend an Appointment; or

## Remote Conditions 1 (RAC 1)

(c) You or the Eligible Job Seeker needs to reschedule an Appointment,

You must make an Appointment with the Eligible Job Seeker at the next available opportunity, unless clause 24 of this RAC1 or the Guidelines specify otherwise.

### *Conducting Appointments*

4.3 Where an Eligible Job Seeker has an Appointment with You, You must, in accordance with this Agreement including the Guidelines, meet with the Eligible Job Seeker on the date of the Appointment as recorded in Your Electronic Diary.

## **5. Initial Interviews**

5.1 During an Initial Interview with an Eligible Job Seeker, You must, in accordance with the Guidelines:

- (a) confirm the Eligible Job Seeker's identity;
- (b) explain the Remote Services that You will provide, including, where applicable, which Activities will make the Eligible Job Seeker eligible to receive an Approved Program of Work Supplement;
- (c) for SS Activity Tested Eligible Job Seekers and DSP Recipients (Compulsory), explain their rights and obligations under the Social Security Law and the consequences of not meeting their obligations;
- (d) use the JSCI to assist with identifying the Eligible Job Seekers' individual circumstances;
- (e) conduct an Assessment of the Eligible Job Seeker and record their work history, qualifications and identified skills;
- (f) provide a copy of the Code of Practice to the Eligible Job Seeker and explain its use;
- (g) explain the use of Jobsearch Facilities and where those facilities are available;
- (h) provide advice about the best ways to look for and find work and discuss local Employment opportunities;
- (i) provide information about skill shortage areas and jobs available within and outside Your Region(s);
- (j) discuss the Eligible Job Seeker's potential participation in Work for the Dole, including whether the Eligible Job Seeker meets the participation criteria specified in the Guidelines; and
- (k) prepare, or where one already exists, update a Job Plan with each Eligible Job Seeker, which meets the requirements of clause 10 of this RAC1.

## Remote Conditions 1 (RAC 1)

- 5.2 You must record completion of the Initial Interview in Our IT Systems in accordance with the Guidelines.

### 6. Ongoing Contacts

- 6.1 Subject to clauses 6.2 and 6.3, You must provide each Eligible Job Seeker with monthly Contacts during their Period of Activities to discuss their progress and review the Activities they are engaged in.

*Note: The timing and duration of a Contact within a particular month is not specified and will depend on the individual circumstances of each Eligible Job Seeker, as determined by You.*

- 6.2 In addition to the requirements in clause 6.1, You must provide each Eligible Job Seeker with the number of Contacts required to ensure successful completion of any Activity being undertaken by the Eligible Job Seeker pursuant to his or her Job Plan, including any required attendance in Activities.

*Note: See Part C below and the Guidelines for further information about Activities.*

- 6.3 We may require You, by Notice, to increase the frequency of Contacts beyond that specified in clause 6.1 for any reason.

### 7. Content of ongoing Contacts

- 7.1 You must tailor the timing, location and duration of Contacts to meet the circumstances of each Eligible Job Seeker.
- 7.2 Issues covered during Contacts must be appropriate to the circumstances of each Eligible Job Seeker and may include:
- (a) identification and recording of any relevant changes in Our IT Systems;
  - (b) identification of, and referral to, any relevant Activities;
  - (c) a discussion regarding an Eligible Job Seeker's progress in relation to his or her Job Plan since his or her last Contact;
  - (d) assistance in identifying appropriate job vacancies and opportunities;
  - (e) a review of an Eligible Job Seeker's progress towards overcoming identified Vocational Barriers and Non-vocational Barriers to Employment;
  - (f) a review and update of an Eligible Job Seeker's Job Plan, if relevant; and
  - (g) any other matters specified in relation to Contacts in the Guidelines.

### 8. Mode of Contacts

- 8.1 Where You are required to provide a Contact, the Contact must be physically face to face, except:
- (a) where the Eligible Job Seeker resides in an area which is affected by extreme weather conditions or a natural disaster; or

## Remote Conditions 1 (RAC 1)

- (b) when the Eligible Job Seeker is participating in:
  - (i) full-time Training, education or Employment; or
  - (ii) another activity outside of their community in accordance with his or her Job Plan,

and their participation in those activities restricts their availability to physically participate in the Contact; or

*Note: The mere fact that an Eligible Job Seeker is participating in Activities to meet a requirement to participate in Work for the Dole is not automatically a reason why a Contact should not be physically face-to-face.*

- (c) where the Eligible Job Seeker requires a Re-engagement appointment to be booked by DHS within 48 hours and You are not going to be in the relevant location/ community; or
- (d) in any other circumstance described in the Guidelines or as advised by Us from time to time.

### 9. Assessments

9.1 An Assessment should consider and address the Eligible Job Seeker's:

- (a) Non-vocational Barriers which might affect their chance to gain Employment and which require assistance to address;
- (b) current literacy and numeracy needs, qualifications and educational achievements;
- (c) job readiness and previous participation history, including any unpaid work experience;
- (d) participation in voluntary activities and programme participation skills and experience in direct relation with the labour market, including future skill requirements; and
- (e) job search experience, resume and any previous written applications.

9.2 In addition to the Assessment referred to at clause 5.1(e), You must conduct an Assessment if at any time an Eligible Job Seeker:

- (a) completes an activity under their Job Plan;
- (b) experiences a significant change in circumstances; or
- (c) discloses information that relates to that Eligible Job Seeker's skills or barriers to Employment,

such that their most recent Assessment is no longer accurate, and You must conduct a new Assessment in accordance with the Guidelines.

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9.3 You must:

- (a) record the new Assessment referred to in clause 9.2 in Our IT Systems, including updating the JSCL, if required; and
- (b) review and update the Eligible Job Seeker's Job Plan, as appropriate.

9.4 In addition to Your obligations under clauses 9.1 to 9.3, if an Eligible Job Seeker:

- (a) experiences a significant change in circumstances; or
- (b) discloses information,

that indicates that an ESAt might be required, You may, if appropriate, refer them to DHS Assessment Services for further assessment in accordance with the Guidelines.

### **Helping Eligible Job Seekers to find and retain a job**

## 10. Job Plans

### **Reader's Guide: Information about Job Plans**

The Job Plan underpins the provision of Remote Services to an Eligible Job Seeker. The Job Plan, which will be recorded on Our IT Systems, is the key record which will set out an individualised pathway to Employment for each Eligible Job Seeker.

You are responsible for tailoring each Job Plan to the needs and participation requirements of individual Eligible Job Seekers. Each Job Plan must outline the agreed activities to be undertaken to gain sustainable Employment or, for Early School Leavers, a Year 12 or equivalent qualification.

You must comply with all requirements in the Guidelines about Job Plans. Each Job Plans will include elements such as:

- (a) a requirement for Contact between You and the Eligible Job Seeker; and
- (b) details of the Eligible Job Seeker's mutual obligations.

The Job Plan for all WfD Participants must include a requirement in their Job Plan to participate in Work for the Dole, up to a maximum of 25 hours per week or their Assessed capacity to work. You must use the method specified in the Guidelines (eg the Activity Diary) for all WfD Participants to record the specific details (including timing) of the Activities that will be used to meet the requirement in their Job Plan to participate in Work for the Dole, and to record their attendance in those Activities.

You will need to update the Job Plan regularly throughout the Eligible Job Seeker's Period of Activities. You are required to retain a copy of the signed Job Plan.

For SS Activity Tested Eligible Job Seekers, a Job Plan is an 'employment pathway plan' for the purposes of the Social Security Law, and is the principal tool used in setting the participation requirements for SS Activity Tested Eligible Job Seekers to meet their SS Activity Test Requirements. For DSP Recipients (Compulsory), the Job Plan is a 'participation plan' under the Social Security Law.

**Remote Conditions 1 (RAC 1)**

- 10.1 You must ensure that, at all times, each Eligible Job Seeker has a current Job Plan.
- 10.2 You must take reasonable steps to ensure that each Eligible Job Seeker has an Appointment with You as soon as possible after 1 July 2015, and enters into a Job Plan at that Appointment. Until this first Appointment:
- (a) You will be deemed to have complied with clause 10.1 if the Eligible Job Seeker has an “Individual Pathway Plan”, which complied with this RAC 1 as it applied on 30 June 2015; and
  - (b) clause 10.7 will not apply to a plan described in paragraph (a) above; and
  - (c) references in this Agreement to a “Job Plan” will include a reference to a plan described in paragraph (a) above.

*Note: You will not be able to create a new Individual Pathway Plan, or update an existing Individual Pathway Plan, after 30 June 2015 (You will need to create a new Job Plan using Our IT Systems).*

- 10.3 You must ensure that a Delegate reviews, and, if appropriate, updates the terms of any existing Job Plan:
- (a) when the SS Activity Test Requirements in an SS Activity Tested Eligible Job Seeker’s Job Plan are completed or expire;
  - (b) if an Eligible Job Seeker’s circumstances change such that the Job Plan is inaccurate or becomes out of date, including where the Eligible Job Seeker transfers from another Region or where the change in circumstances affects whether the Eligible Job Seeker is required to participate in Work for the Dole;
  - (c) when an Eligible Job Seeker leaves the Remote Youth Leadership and Development Corps;
  - (d) following a failure of an SS Activity Tested Eligible Job Seeker to fully comply with their SS Activity Test Requirements;
  - (e) in accordance with this Agreement; or
  - (f) as We otherwise require.

*Contents of a Job Plan*

- 10.4 Subject to this clause 10, You must determine the most appropriate activities to include in the Job Plan of each Eligible Job Seeker.
- 10.5 Each Job Plan must:
- (a) comply with any requirements in the Guidelines about Job Plans;
  - (b) be in a form We have approved;

## Remote Conditions 1 (RAC 1)

- (c) contain terms that are specifically tailored to address the Eligible Job Seeker's level of disadvantage, individual needs, barriers to Employment and Partial Capacity to Work;
- (d) specify when each activity specified in the Job Plan will start and finish;
- (e) draw from a mix of vocational and non-vocational activities that the Eligible Job Seeker is to undertake during their current Period of Activities, with a particular focus on developing the skills that the Eligible Job Seeker needs to improve his or her chances of obtaining sustainable Employment or Unsubsidised Self-Employment;
- (f) specify any Intervention for Non-vocational Barriers that the Eligible Job Seeker needs to complete to overcome a Non-vocational Barrier;
- (g) specify any activities being undertaken by the Eligible Job Seeker in the Remote Youth Leadership and Development Corps; and
- (h) include a requirement for Contact between the Eligible Job Seeker and You during their current Period of Activities.

### 10.6 The Job Plan for an SS Activity Tested Eligible Job Seeker must:

- (a) contain terms with which they must comply in order to satisfy their SS Activity Test Requirements; and
- (b) be amended to include details of additional voluntary activities, if they:
  - (i) are fully meeting their SS Activity Test Requirements; and
  - (ii) agree to participate in additional activities; and
- (c) contain any other matters which are specified in the Guidelines.

### 10.7 The Job Plan for a WfD Participant must:

- (a) include a requirement to participate in Work for the Dole, up to their Assessed capacity to work, which must be described as a compulsory activity unless the WfD Participant does not satisfy all of the participation criteria for Work for the Dole specified in the Guidelines (for these types of WfD Participants, references in this Agreement to a 'requirement' in their Job Plan to participate in Work for the Dole include references to their agreement in their Job Plan to do so); and
- (b) specify the number of hours each week during which the WfD Participant will participate in Work for the Dole, which must be consistent with any maximum and minimum number of hours set out in the Guidelines.

### 10.8 The relevant Delegate must:

- (a) undertake any matter concerning entering, and implementing, a Job Plan;

## Remote Conditions 1 (RAC 1)

- (b) sign each Job Plan, and then provide a signed copy to the Eligible Job Seeker (unless the Guidelines specify otherwise);
- (c) take steps to ensure that the Eligible Job Seeker complies with the terms of his or her Job Plan;
- (d) review and, where appropriate, amend existing Job Plans;
- (e) cancel or suspend Job Plans, as appropriate;
- (f) create and maintain documentation in relation to Job Plans; and
- (g) enter information into Our IT Systems in relation to Job Plans,

and do so in accordance with any requirements in the Guidelines.

### 11. Engagement with Employers

11.1 You must:

- (a) build linkages with Employers ranging from private-sector businesses, large and small, to all levels of government inside and outside of Your Region(s) that achieve employer engagement that best enables You to deliver Remote Services under this Agreement;
- (b) work with Employers in Your Region(s) and in adjacent Regions to identify emerging job opportunities and the skills needed to do those jobs within sufficient lead time so that the skills of Eligible Job Seekers can be developed to the levels required by Employers so as to fill those opportunities;
- (c) provide Post-placement Support to Eligible Job Seekers placed in Employment, as required;
- (d) work with Employers and communities in Your Region(s) to support all Activities, so as to create ongoing jobs and provide training and work experience as pathways to Employment,

in accordance with the Guidelines.

### 12. Engagement with other programmes, services and organisations in Your Region(s)

12.1 You must:

- (a) work cooperatively with the Commonwealth, State and local government; private and community services; and stakeholders who provide other programmes in Your Region(s);
- (b) develop linkages with non-government organisations that have existing resources, social capital, and expertise in delivering services; and



## Remote Conditions 1 (RAC 1)

- (c) after performing Your obligations in accordance with clauses 12.1(a) and 12.1(b), identify programmes that would help to address Eligible Job Seekers' needs and, where appropriate, refer Eligible Job Seekers to those programmes as an activity the Eligible Job Seekers undertake pursuant to their Job Plan,

so that Remote Services occur in conjunction with those programmes, projects, services and organisations.

### 13. Jobsearch Facilities

13.1 You must, during business hours, in at least one Full-Time Site in each of Your Region(s):

- (a) make Jobsearch Facilities available; and  
(b) provide guidance, training and assistance in the use of Jobsearch Facilities,

for the purpose of enabling Eligible Job Seekers to search for work, investigate work related matters and create online resumes.

13.2 At all times throughout the Term of this Agreement, You must:

- (a) comply with any of Our directions concerning the location, maintenance and operation of Jobsearch Facilities and the installation of additional Jobsearch Facilities;  
(b) ensure that Jobsearch Facilities are kept secure, protected, clean, well maintained, and fully operational (unless prevented by circumstances beyond Your control);  
(c) put in place reasonable measures to prevent vandalism to Jobsearch Facilities; and  
(d) ensure that, consistent with the Guidelines and Our instructions, Eligible Job Seekers are prevented from accessing web sites that contain inappropriate material, including but not limited to, gambling web sites, web sites that contain pornography, and sites that are otherwise not relevant to the purposes of clause 13.1(a).

### 14. Employment Assistance

14.1 You must actively assist Eligible Job Seekers to obtain and keep Employment in the communities in Your Region(s), elsewhere in Your Region(s), or in other Regions (should they wish to move to take up opportunities in other Regions) including by:

- (a) providing one-on-one help in applying for jobs and preparing for interviews;  
(b) job matching, referrals and placement in accordance with clause 16;  
(c) providing Mentoring and on-the-job training to assist Eligible Job Seekers with keeping jobs;  
(d) where necessary, providing or arranging basic skills training which directly meets the needs of an Employer, including arranging for driver's licence and language, numeracy or literacy training as appropriate;

## Remote Conditions 1 (RAC 1)

- (e) providing Post-placement Support to Eligible Job Seekers placed in Employment, as required; and
- (f) working with Employers and communities in Your Region(s) to support Activities, so as to create ongoing jobs and provide training and work experience as pathways to Employment,

in accordance with the Guidelines.

### 15. Mentoring, and essential skills training

15.1 You must deliver to each Eligible Job Seeker:

- (a) Mentoring where You consider it necessary and appropriate; and
- (b) driver's licence or language, numeracy or literacy training as needed to improve the job-readiness of the Eligible Job Seeker, to assist the Eligible Job Seeker to participate in an Activity if they are or become a WfD Participant, or which directly meets the needs of an Employer,

and which is:

- (c) tailored to their individual needs; and
- (d) aimed at developing specific skills and knowledge so as to enhance their professional and personal growth.

15.2 You must before engaging any person as a Mentor, ensure that they:

- (a) meet any requirements set out in the Guidelines;
- (b) have demonstrated skills in supporting and motivating people;
- (c) have an understanding of the relevant work environment; and
- (d) are able to offer culturally appropriate Mentoring to Eligible Job Seekers, including with regard to gender and any other cultural considerations.

*Note: You must comply with clause 19 of the General Terms and Conditions in relation to all Mentors.*

15.3 Where there are no suitable Mentors available within an Eligible Job Seeker's community, You must as required recruit Mentors from outside the Eligible Job Seeker's community to deliver the Mentoring.

15.4 Where You provide Mentoring, You must:

- (a) take all reasonable steps to match Mentors with Eligible Job Seekers to complement their identified employment pathway;
- (b) monitor the mentoring relationship for each relevant Eligible Job Seeker to gauge its effectiveness;

## Remote Conditions 1 (RAC 1)

- (c) make all reasonable efforts to resolve any relationship issue that arises between an Eligible Job Seeker and their Mentor; and
- (d) identify a method by which, or a person in which, each relevant Eligible Job Seeker can comfortably raise concerns about their mentoring relationship and communicate this method to each such Eligible Job Seeker.

15.5 We may give Notice requiring You to remove one or more Mentors from work in connection with this Agreement. On receipt of such Notice, You must, at Your own cost, promptly arrange for the removal of such Mentors from work in connection with this Agreement and for their replacement with Mentors acceptable to Us.

### 16. Job matching, referral and placement

16.1 You must canvass:

- (a) Employers for Vacancies; and
- (b) Labour Hire Employers for Paid Work Assignments.

#### *Recording Vacancies and Paid Work Assignments*

16.2 You must record Vacancies and Paid Work Assignments on Our IT Systems, and do so in accordance with the Guidelines, before You refer an Eligible Job Seeker to the relevant Employer or Labour Hire Employer.

#### *Referral*

16.3 You must:

- (a) screen and match suitable Eligible Job Seekers with Vacancies and Paid Work Assignments;
- (b) before making a referral, make personal contact with each suitable Eligible Job Seeker and discuss the relevant Vacancy or Paid Work Assignment and a possible referral; and
- (c) refer the Eligible Job Seeker(s) to the relevant Employer or Labour Hire Employer.

### 17. Post-placement Support

17.1 You must provide support and assistance to Eligible Job Seekers who You place in Employment in order to help ensure that they can achieve an Employment Outcome.

17.2 Post-placement Support may include, but is not limited to:

- (a) additional training to meet Employers' requirements;
- (b) Mentoring;
- (c) time management training;
- (d) financial management training; and

## Remote Conditions 1 (RAC 1)

- (e) any other assistance specified in the Guidelines.

### 18. Relocation Assistance

18.1 You must, in accordance with the Guidelines, provide:

- (a) practical assistance; and  
 (b) Post-placement Support,

to help Eligible Job Seekers to relocate to take up employment outside of Your Region(s) and to stay in their jobs, while maintaining linkages with their community if they wish to.

### Eligible Job Seekers with a Disability

### 19. Additional Remote Services for Eligible Job Seekers with disability

19.1 You must:

- (a) take into account the impact of disability on the capacity of Eligible Job Seekers with disability to find and maintain employment;  
 (b) help Eligible Job Seekers with disability to address relevant Vocational Barriers and Non-vocational Barriers, and to build their capacity to work;  
 (c) work with Employers to negotiate the necessary flexibilities in job design that would successfully accommodate employment of Eligible Job Seekers with disability; and  
 (d) provide Eligible Job Seekers with disability with relevant support in a workplace, if they are placed into a Vacancy or Paid Work Assignments,

and do so in accordance with any requirements in the Guidelines.

### 20. Employment Assistance Fund

20.1 You may apply for assistance, or assist or act on behalf of an Employer to apply for assistance, under the Employment Assistance Fund with respect to an Eligible Job Seeker.

20.2 If You make an application for assistance in accordance with clause 20.1 You must, in accordance with the Guidelines for the Employment Assistance Fund:

- (a) submit the application to a JobAccess Provider;  
 (b) upon notification from the JobAccess Provider that the application has been approved, arrange for the purchase, from Your own funds, of the Approved Assistance for the Eligible Job Seeker who is the subject of the application; and  
 (c) submit a claim for Reimbursement of the Approved Assistance Amount through the Department of Employment IT systems.

20.3 We will Reimburse Approved Assistance Amounts to You in accordance with, and subject to, the requirements for payment under the Employment Assistance Fund Guidelines and subject to Your compliance with this clause 20.

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- 20.4 You must do all things necessary to ensure that:
- (a) all payments to third parties with monies approved for expenditure under the Employment Assistance Fund are authorised and made in accordance with this Agreement and the Guidelines, including the Employment Assistance Fund Guidelines; and
  - (b) You maintain proper and diligent control over the incurring of all liabilities.

### 21. Supported Wage System

- 21.1 You may assist or act on behalf of an Employer to make an online application to the Australian Government Department of Social Services Supported Wage Management Unit or JobAccess in respect of the Supported Wage System, in accordance with the requirements at [www.jobaccess.gov.au](http://www.jobaccess.gov.au) and the Guidelines.

### Compliance and Reporting

#### Reader's Guide: Information on Compliance and Reporting

You are required to regularly and actively monitor each SS Activity Tested Eligible Job Seeker's compliance with their SS Activity Test Requirements (and each DSP Recipient (Compulsory)'s compliance with their participation requirements) and to support and encourage them to participate appropriately.

If SS Activity Tested Eligible Job Seekers fail to comply with their SS Activity Test Requirements, You must take action in accordance with this Agreement, including submitting Non-Attendance Report or Provider Appointment Report to DHS, and arranging and monitoring Compliance Activities in accordance with clause 29.

You must also provide all reasonable assistance to the Commonwealth in relation to the Social Security Appeals Process in accordance with clause 30.

### 22. Job Search Requirements

- 22.1 This clause 22 applies only to SS Activity Tested Eligible Job Seekers who have a Job Search Requirement, as specified or described in the Guidelines.

*Note: Not all SS Activity Tested Eligible Job Seekers will have a Job Search Requirement. The Guidelines will specify how to determine whether a particular SS Activity Tested Eligible Job Seeker will have a Job Search Requirement, and what that Job Search Requirement will be.*

- 22.2 You must ensure that a Delegate:
- (a) specifies the Job Search Requirement for each SS Activity Tested Eligible Job Seeker (in accordance with their SS Activity Test Requirements) in their Job Plan; and
  - (b) ensures that the Job Search Requirement is appropriately recorded in the SS Activity Tested Eligible Job Seeker's Job Plan at all times during their Period of Activities.

- 22.3 You must ensure that each SS Activity Tested Eligible Job Seeker is aware at all times:

## Remote Conditions 1 (RAC 1)

- (a) of their current Job Search Requirement;
- (b) that they must record and provide details of their Job Searches directly to You and the frequency of such provision, and do so as specified in the Guidelines; and
- (c) how they can record their Job Searches for the purposes of clause 22.3(b).

22.4 Each month of the Term of this Agreement, You must:

- (a) actively monitor and determine whether each SS Activity Tested Eligible Job Seeker has appropriately met their Job Search Requirement during each Job Search Period;
- (b) to the extent that a SS Activity Tested Eligible Job Seeker does not use Australian JobSearch to record their Job Searches, obtain from the SS Activity Tested Eligible Job Seeker all Records required to document each Job Search in accordance with the Guidelines, retain those Records in accordance with this Agreement and provide them to Us on request; and
- (c) use Your best endeavours to ensure that each SS Activity Tested Eligible Job Seeker meets their Job Search Requirement.

### 23. Monitoring

23.1 You must:

- (a) regularly and actively monitor:
  - (i) the compliance of each SS Activity Tested Eligible Job Seeker with their SS Activity Test Requirements; and
  - (ii) the participation of DSP Recipients (Compulsory) in activities in accordance with their Job Plan,

including their attendance at Appointments, entering into a current Job Plan, undertaking Job Searches as required and fulfilling compulsory activities included in their Job Plan (such a requirement to participate in Work for the Dole) and as notified to them; and

- (b) where You determine that:
  - (i) a SS Activity Tested Eligible Job Seeker has failed to comply with their SS Activity Test Requirements; or
  - (ii) a DSP Recipient (Compulsory) has not attended an Appointment, entered into a Job Plan or appropriately participated in activities in accordance with their Job Plan,

promptly take action in accordance with this Agreement and the Guidelines.

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### 24. Non-compliance action for SS Activity Test Requirements

#### Non-compliance in relation to Appointments, compulsory activities included in the Job Plan and job interviews

24.1 Where a SS Activity Tested Eligible Job Seeker has not:

- (a) attended an Appointment (including a Re-engagement Appointment); or
- (b) attended, or participated appropriately in:
  - (i) a compulsory activity included in their Job Plan; or
  - (ii) a job interview with a prospective Employer,

You must, on the same business day on which You become aware of the event, and in accordance with the Guidelines:

- (c) confirm that the SS Activity Tested Eligible Job Seeker did not contact You prior to the requirement and give a Valid Reason for not being able to comply;
- (d) if they did not give a Valid Reason, as soon as possible on the same business day, attempt to contact the SS Activity Tested Eligible Job Seeker to assess if they had a Reasonable Excuse for not complying; and
- (e) record this in Our IT Systems.

*Note 1: The principal difference between a Valid Reason and a Reasonable Excuse is that a Valid Reason is notified to You before the event (i.e. if a SS Activity Tested Eligible Job Seeker contacts You to say they cannot meet their SS Activity Test Requirements outlined in their Job Plan before failing to do so), whereas Reasonable Excuse is notified after the event (i.e. when a SS Activity Tested Eligible Job Seeker has failed to meet their SS Activity Test Requirements outlined in their Job Plan but then notifies You after the event that they could not meet the requirements because of an acceptable reason.*

*Note 2: Instances of non-compliance with SS Activity Test Requirements outlined in their Job Plan will be detailed in Guidelines.*

24.2 If You assess that the relevant SS Activity Tested Eligible Job Seeker had a Valid Reason or a Reasonable Excuse for not complying, You must, in accordance with the Guidelines:

- (a) record the determination in Our IT Systems; and
- (b) use Your best endeavours to ensure that the SS Activity Tested Eligible Job Seeker complies with their SS Activity Test Requirements outlined in their Job Plan at the next available opportunity.

24.3 If You:

- (a) have, on the same business day, made contact with the SS Activity Tested Eligible Job Seeker, and assessed that the SS Activity Tested Eligible Job Seeker does not have a Valid Reason or Reasonable Excuse for not complying; or

## Remote Conditions 1 (RAC 1)

- (b) have not been able to make contact with the SS Activity Tested Eligible Job Seeker on the same business day on which You become aware of the event,

You must, in accordance with the Guidelines, comply with clauses 24.4 to 24.13 as relevant.

### *Appointments*

- 24.4 In relation to non-attendance at an Appointment (including a Re-engagement Appointment) by a SS Activity Tested Eligible Job Seeker, You must, on the same business day of becoming aware of the event, determine whether any action should be taken under the Job Seeker Compliance Framework in relation to the event in accordance with the Guidelines. You must take any actions specified in the Guidelines if You determine that no action should be taken under the Job Seeker Compliance Framework.
- 24.5 If You determine that action as specified in clause 24.4 should be taken, You must document any information relevant to the event in Our IT Systems; and
- (a) if clause 24.3(a) applies:
- (i) submit a Non-Attendance Report or Provider Appointment Report, as relevant, to DHS via Our IT Systems on the same business day as the Appointment was scheduled to occur; and
  - (ii) unless otherwise specified in the Guidelines, in consultation with the SS Activity Tested Eligible Job Seeker, book a Re-engagement Appointment for them to occur within the next two business days and advise them of the Appointment; and
- (b) if clause 24.3(b) applies:
- (i) submit a Non-Attendance Report to DHS via Our IT Systems on the same business day that the Appointment was scheduled to occur;
  - (ii) on making contact with the SS Activity Tested Eligible Job Seeker, assess whether they had a Reasonable Excuse for not complying;
  - (iii) if You assess that the SS Activity Tested Eligible Job Seeker did not have a Reasonable Excuse, determine whether any further action should be taken under the Job Seeker Compliance Framework in relation to the event; and
  - (iv) if You determine that such action should be taken:
    - (A) document any information relevant to the event in Our IT Systems and submit a Provider Appointment Report to DHS via Our IT Systems on the same business day; and
    - (B) unless otherwise specified in the Guidelines, in consultation with the SS Activity Tested Eligible Job Seeker, book a Re-engagement Appointment for them to occur within the next two business days and advise them of the Appointment; and
  - (v) if You determine that such action should not be taken, unless otherwise specified in the Guidelines, in consultation with the SS Activity Tested



## Remote Conditions 1 (RAC 1)

Eligible Job Seeker, book a Re-engagement Appointment for the SS Activity Tested Eligible Job Seeker to occur within the next two business days and advise them of the Appointment.

- 24.6 Where You have, in accordance with this Agreement, reported non-compliance of a SS Activity Tested Eligible Job Seeker relating to Appointments (including Re-engagement Appointments) to DHS, You must ensure that the SS Activity Tested Eligible Job Seeker has, in accordance with the Guidelines, an adequate opportunity to book another Appointment with You.

### Failure to attend, or participate appropriately in, compulsory activities included in a Job Plan or at a job interview

- 24.7 In relation to a failure by a SS Activity Tested Eligible Job Seeker to attend, or to participate appropriately in:

- (a) a compulsory activity included in their Job Plan; or
- (b) a job interview with a prospective Employer,

You must, on the same business day of becoming aware of the event, determine whether any action should be taken under the Job Seeker Compliance Framework in relation to the event in accordance with the Guidelines.

- 24.8 If You determine that action as specified in clause 24.7 should be taken, You must on the same business day of becoming aware of the event, document any information relevant to the event in Our IT Systems and regardless of whether clause 24.3(a) or clause 24.3(b) applies, report the non-compliance to DHS via Our IT Systems.

- 24.9 If You determine that action referred to in clause 24.7 should not be taken, You must, in accordance with the Guidelines:

- (a) record the determination; and
- (b) use Your best endeavours to ensure that the SS Activity Tested Eligible Job Seeker complies with their SS Activity Test Requirements outlined in their Job Plan at the next available opportunity.

### Non-compliance with Job Search Requirements

- 24.10 You must, in accordance with the Guidelines:

- (a) within ten business days of the end of each Job Search Period, determine whether each SS Activity Tested Eligible Job Seeker who has a Job Search Requirement has appropriately met their Job Search Requirement for that Job Search Period;
- (b) if You determine that the relevant Job Search Requirement has been appropriately met, You must continue to monitor the SS Activity Tested Eligible Job Seeker's compliance with their Job Search Requirement in accordance with clause 22 and use Your best endeavours to ensure that the SS Activity Tested Eligible Job Seeker meets their Job Search Requirement;

**Remote Conditions 1 (RAC 1)**

- (c) if You determine that the relevant Job Search Requirement has not been appropriately met, You must, on the same business day, determine whether any action should be taken under the Job Seeker Compliance Framework in relation to the event; and
- (d) if You determine that such action should be taken, on the same business day:
  - (i) document that the SS Activity Tested Eligible Job Seeker has not appropriately met their Job Search Requirement and submit any information relevant to the event in Our IT Systems; and
  - (ii) report the non-compliance to DHS via Our IT Systems; and
- (e) if You determine that such action should not be taken, on the same business day:
  - (i) record Your determination in Our IT Systems;
  - (ii) continue to monitor the SS Activity Tested Eligible Job Seeker's compliance with their Job Search Requirement in accordance with clause 22; and
  - (iii) use Your best endeavours to ensure that the SS Activity Tested Eligible Job Seeker meets their Job Search Requirement.

**Non-compliance with any other SS Activity Test Requirements**

24.11 Where You determine that a SS Activity Tested Eligible Job Seeker has not met one or more of their SS Activity Test Requirements other than a requirement to attend an appointment, to attend, or participate appropriately in, compulsory activities included in a Job Plan or at a job interview, or to meet a Job Search Requirement, You must:

- (a) on the same business day on which You become aware of the event, and in accordance with the Guidelines, attempt to contact the SS Activity Tested Eligible Job Seeker to assess if they have a Reasonable Excuse for not complying; and
- (b) record the attempt(s) in Our IT Systems.

24.12 Where You have, on the same business day, made contact with the SS Activity Tested Eligible Job Seeker) and assessed that the SS Activity Tested Eligible Job Seeker does not have a Reasonable Excuse for not complying, You must, in accordance with the Guidelines:

- (a) determine whether any action should be taken under the Job Seeker Compliance Framework in relation to the event; and
- (b) if You determine that such action should be taken, on the same business day of becoming aware of the event, document any information relevant to the event in Our IT Systems and report the non-compliance to DHS via Our IT Systems.

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- 24.13 Where You have not been able to make contact with the SS Activity Tested Eligible Job Seeker on the same business day on which You become aware of the event, You must:
- (a) determine whether any action should be taken under the Job Seeker Compliance Framework in relation to the event; and
  - (b) if You determine that such action should be taken, on the same business day of becoming aware of the event, document any information relevant to the event in Our IT Systems and report the non-compliance to DHS via Our IT Systems.

### Delegate Obligations

- 24.14 In relation to each SS Activity Tested Eligible Job Seeker and DSP Recipient (Compulsory), You must ensure that Delegates:
- (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, including in relation to:
    - (i) preparation, approval and variation of Job Plans;
    - (ii) specifying SS Activity Test Requirements and other mutual obligations in Job Plans; and
    - (iii) notifying SS Activity Tested Eligible Job Seekers and DSP Recipients (Compulsory) about the impact on their Income Support Payments if You submit a Non-Attendance Report or a Provider Appointment Report;
  - (b) have, prior to taking action under the Job Seeker Compliance Framework in relation to any SS Activity Tested Eligible Job Seeker or DSP Recipient (Compulsory), undertaken any Job Seeker Compliance Framework training which is required by the Guidelines (for example, via the online Learning Centre);
  - (c) for the purposes of clause 24.14(a)(iii), confirm, at least once every six months following the Commencement of the relevant SS Activity Tested Eligible Job Seeker or DSP Recipient (Compulsory), that all of their relevant contact details are accurately reflected in Our IT Systems, including their phone number(s), email address and postal address; and
  - (d) comply with the Social Security Law.

## 25. Recording Attendance

- 25.1 You must, as relevant and in accordance with the Guidelines:
- (a) record all attendance for Appointments (including Re-engagement Appointments) in Your Electronic Diary by close of business on the day that the Appointment is scheduled to occur; and

## Remote Conditions 1 (RAC 1)

- (b) ensure that Records of attendance for activities specified in a SS Activity Tested Eligible Job Seeker's Job Plan are kept in accordance with this Agreement including the Guidelines and provided to Us on request; and
- (c) comply with any particular method specified in the Guidelines for making or keeping Records of attendance in Activities.

### 26. Issuing and recording Notification

#### 26.1 Where:

- (a) an SS Activity Tested Eligible Job Seeker or a DSP Recipient (Compulsory) must meet a certain requirement to remain eligible for Income Support Payments;
- (b) the full details of the requirement (for example, the time, date and location that the requirement is to be undertaken) are not specified in their Job Plan; and
- (c) they have not otherwise been notified of the full details of that requirement,

You must, in accordance with the Guidelines:

- (d) notify them of the full details of their requirements; and
- (e) where Our IT Systems are not used to generate the notice to the SS Activity Tested Eligible Job Seeker or DSP Recipient (Compulsory), document the details of the relevant notice in Our IT Systems, retain Records of the notice and provide those Records to Us on request.

*Note: An SS Activity Tested Eligible Job Seeker's Job Search Requirement in their Job Plan is considered to be sufficient notice of their Job Search Requirement.*

### 27. Non-compliance action for DSP Recipients (Compulsory)

27.1 Where a DSP Recipient (Compulsory) has not attended an Appointment, entered into a current Job Plan or appropriately participated in any Activities as specified in the Guidelines, You must attempt to contact the DSP Recipient (Compulsory) on the same business day that You become aware of the non-compliance.

27.2 If You have been able to make contact with the DSP Recipient (Compulsory), You must, within 10 business days of the non-compliance and in accordance with the Guidelines:

- (a) determine whether the non-compliance should be reported to DHS;
- (b) if You determine that such action should be taken, document any information relevant to the event in Our IT Systems and report the non-compliance to DHS using Our IT Systems;
- (c) if You determine that no such action should be taken, use Your best endeavours to ensure that the DSP Recipient (Compulsory) complies with their compulsory requirements.

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- 27.3 If You have been unable to contact the DSP Recipient (Compulsory), You must, within 10 business days of the non-compliance and in accordance with the Guidelines:
- (a) determine whether any action should be taken under the Job Seeker Compliance Framework in relation to the non-compliance; and
  - (b) if You determine that such action should be taken, document any information relevant to the event in Our IT Systems and report the non-compliance to DHS using Our IT Systems.

### 28. Comprehensive Compliance Assessment

- 28.1 You may request that a Comprehensive Compliance Assessment be undertaken by DHS using Our IT Systems, but must do so in accordance with the Guidelines.

### 29. Compliance activities

- 29.1 Where directed by DHS to do so, You must, in accordance with the Guidelines:
- (a) immediately arrange for a SS Activity Tested Eligible Job Seeker to participate in Compliance Activities, as directed by DHS;
  - (b) ensure that a Delegate updates the SS Activity Tested Eligible Job Seeker's Job Plan accordingly;
  - (c) closely monitor the SS Activity Tested Eligible Job Seeker's participation in the Compliance Activities; and
  - (d) notify DHS via Our IT Systems if the SS Activity Tested Eligible Job Seeker does not attend the Compliance Activities as required.

### 30. Other Social Security matters

- 30.1 You must provide all reasonable assistance to the Commonwealth in relation to the Social Security Appeals Process including ensuring the availability of Your personnel, agents and subcontractors to appear at hearings (including appeals to any court) and providing witness or other statements or other relevant information as required by Us.
- 30.2 You must, if relevant, notify DHS of any change in the circumstances of an Eligible Job Seeker which might affect their eligibility for Income Support Payments, within five business days of becoming aware of the change in circumstances. In so notifying, You must comply with relevant requirements in the Guidelines.
- 30.3 You must respond within five business days to any request for information by DHS or by Us about any change in circumstances referred to in clause 30.2.

## Remote Conditions 1 (RAC 1)

### **Eligible Job Seeker Suspension And Exit**

#### **31. Suspensions**

- 31.1 Eligible Job Seekers may be Suspended in accordance with the Guidelines.
- 31.2 When an Eligible Job Seeker is Suspended, their current Period of Activities is halted, and recommences at the end of the Suspension.
- 31.3 Where an Eligible Job Seeker is Suspended, You must take action in accordance with the Guidelines, as relevant to the reason for the Suspension and the circumstances of the relevant Eligible Job Seeker.

#### **32. Exits**

*Note: For provisions relating to exiting RYLDC Participants from RYLDC, see RAC2.*

- 32.1 An Eligible Job Seeker is Exited when:
- (a) an Effective Exit occurs;
  - (b) a Provider Exit occurs; or
  - (c) any other event that We may advise You of from time to time occurs.
- 32.2 Subject to clauses 32.3 and 32.4, when an Eligible Job Seeker is Exited in accordance with this clause 32 their current Period of Activities ends, and You may cease providing Remote Services to them.
- 32.3 Where an Exit occurs for an Eligible Job Seeker, but the Eligible Job Seeker returns for Remote Services less than 13 consecutive weeks after the date of the Exit, the Eligible Job Seeker's Period of Activities continues from the date of the return, and You must, as soon as You become aware of the return:
- (a) resume providing Remote Services to the Eligible Job Seeker; and
  - (b) record the resumption of Remote Services on Our IT Systems, in accordance with the Guidelines.
- 32.4 Where an Exit occurs and the Eligible Job Seeker subsequently returns to for Remote Services at 13 consecutive weeks or more after the date of the Exit, the Eligible Job Seeker begins a new Period of Activities.

### **RYLDC Activities**

#### **33. Provision of RYLDC Activities under RAC2**

- 33.1 Until all RYLDC Participants have exited their RYLDC Placement, You must provide activities and assistance under RAC2 in relation to those RYLDC Participants, where You are satisfied that such activities and assistance are suitable for the Eligible Job Seeker and that Eligible Job Seeker is RYLDC Eligible.

*Note: Under RAC2, there will be no RYLDC Placements made after 30 June 2015.*

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### **Supporting the economic development of the communities in Your Region(s)**

#### **34. Assistance to be provided to communities in Your Region(s) - General**

34.1 For the purpose of meeting the Objectives, You must:

- (a) work with the communities in Your Region(s) to identify the strategies and resources needed to address their barriers to employment and participation;
- (b) help the communities in Your Region(s) to build strong social foundations that lead to better economic opportunities; and
- (c) otherwise assist the communities in Your Region(s) with community development and participation, economic development and strengthening of community capacity.

#### **35. Other funding sources**

35.1 You must, in accordance with the Guidelines, investigate and advise the communities in Your Region(s) in relation to any available sources of funding.

35.2 Where appropriate, and in consultation with the communities in Your Region(s), You may:

- (a) develop proposals to provide additional support to the communities in Your Region(s) to drive employment, participation and community development outcomes; and
- (b) apply for the relevant funding on behalf of the communities in Your Region(s) in relation to those proposals.

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### PART C REMOTE EMPLOYMENT SERVICES

#### Reader's Guide: Information about Part C (Remote Employment Services)

As part of Remote Employment Services, You must:

- (a) establish and conduct Activities which allow WfD Participants to meet their requirement to participate in Work for the Dole, or arrange for Hosts to establish and conduct those Activities;
- (b) place each WfD Participant in Activities that allow them to meet that requirement; and
- (c) monitor and support WfD Participants' attendance in their Activities.

For Eligible Job Seekers who are not WfD Participants ('**Basic Participants**'), You must provide Basic Services.

This **Part C** also sets out some specific obligations that apply to Activities, and particular types of Activities.

### 36. Establishment and conduct of Activities

36.1 You must, in accordance with the Guidelines and in consultation with the communities in Your Region(s):

- (a) establish and conduct Activities Yourself (including, if applicable, by Your Material Subcontractor on Your behalf); or

*Note: The reference to subcontracting in paragraph (a) is to a situation where You have subcontracted the delivery of a significant part of this Agreement and that subcontracted entity conducts an Activity themselves (these are sometimes informally known as 'project-based' Activities). It is not intended to include a Host who is deemed to be a subcontractor as a result of clause 38.4 below.*

- (b) arrange new or existing suitable Activities to be established and conducted by a Host,

in order to allow WfD Participants to meet the requirement in their Job Plan to participate in Work for the Dole.

36.2 An Activity must:

- (a) individually, or as part of a WfD Participant's mix of Activities, set a daily routine for the WfD Participant;
- (b) have attendance in the activity guided by a Supervisor; and
- (c) meet any other criteria or requirements set out in the Guidelines.



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- 36.3 Without limiting clause 36.2(c), the Guidelines may specify:
- (a) that WfD Participants must be able to participate in an Activity for a minimum or maximum number of hours per day or per week;
  - (b) a requirement that the entity conducting an Activity must have an ABN;
  - (c) limits on the time during which any one WfD Participant may be placed in any one Activity; and
  - (d) limits on the time that any one Activity may continue.

For clarity, the Guidelines may specify general rules, and any situations where there is an exception to those general rules.

- 36.4 Activities may include providing, or arranging the provision of:
- (a) work-like experiences that include skills that reflects local Employment opportunities or are relevant to community aspirations or meet community needs (including taking up Training relevant to, or a pre-requisite for, the Activity that is being undertaken);
  - (b) appropriate accredited and non-accredited vocational Training (including as applicable self employment training which is in accordance with the Guidelines, and arranging for driver's licence, language, numeracy or literacy training);
  - (c) assistance to overcome Non-vocational Barriers; and
  - (d) other Activities specified or described in the Guidelines.

- 36.5 Subject to the Guidelines or Our written permission to the contrary, You must not conduct or arrange an Activity if:
- (a) You have or will receive any payment (other than under this Agreement) in relation to, or as a result of, the conduct of the Activity, including:
    - (i) any funding under a Commonwealth, State, Territory or local government programme; or
    - (ii) any payment or other benefit from a third party, including under a commercial arrangement,

or if any part of the Activity:

- (b) fulfils a function which would normally otherwise be undertaken by You under this Agreement, or any other contract or arrangement between You and the Commonwealth;
- (c) supports any operations, activities or infrastructure of Yours which would otherwise have been acquired or in place had the Activity not occurred;
- (d) would have been undertaken by a paid worker if the Activity had not been established or conducted;

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- (e) results in reduced hours for a paid worker, where those hours would not have been reduced if the Activity had not been established or conducted;
- (f) does not comply with all laws, including those relating to work health and safety requirements and applicable Commonwealth policies;
- (g) could reasonably be expected to bring a WfD Participant, You or Us into disrepute;
- (h) causes a WfD Participant to be involved, in any way, in:
  - (i) the sex industry or anything which involves any nudity by any person or any form of pornography;
  - (ii) the gambling industry; or
  - (iii) any form of illegal activity;
- (i) involves any contact with a Vulnerable Person which would contravene clause 19 of the General Terms and Conditions; or
- (j) involves activities which the Guidelines specify must not be undertaken as part of an Activity without Our approval, including because the relevant activity is excluded from Our insurance coverage.

*Note: Our approval will not be granted unless We are satisfied that appropriate insurance arrangements are in place.*

36.5A Where permission for an Activity is given under clause 36.5, You must comply with the Guidelines at all times in relation to that Activity and any payments received in relation to, or as a result of, the Activity.

36.6 References in clause 36.5(a) to a 'payment' include a payment in cash or in-kind. Where an Activity is conducted by You through a Material Subcontractor, clauses 36.5(a) and 36.5A apply to that Activity and any payment or benefit received by the Material Subcontractor, other than a payment by You to them under the relevant subcontracting agreement.

36.7 You must:

- (a) take full responsibility for each Activity in which You place a WfD Participant, including ensuring that, where an Activity is conducted by a Host, the Host complies fully with all relevant obligations in this RAC1 and the Guidelines;
- (b) ensure that WfD Participants are supervised in accordance with clause 41 and the Guidelines;
- (c) ensure that all Activities meet all applicable Commonwealth, State and Territory legal requirements including all WHS Laws;
- (d) regularly liaise with Us and Hosts (where relevant) to ensure that the Activities are successfully managed;
- (e) ensure that WfD Participants are sufficiently engaged in Activities to meet their SS Activity Test Requirements, as relevant; and

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- (f) otherwise conduct Activities in accordance with this Agreement including any Guidelines.

36.8 Unless otherwise provided by the relevant Host or another source, You must provide WfD Participants with:

- (a) all things necessary for their participation in an Activity, including materials, tools, safety and other equipment and appropriate clothing, at no cost to the WfD Participant; and
- (b) all support and training that the WfD Participant will need to fully participate in the Activity.

36.9 Subject to the Guidelines, You may arrange for WfD Participants to participate in different Activities concurrently or sequentially.

Except as permitted under the Guidelines, You must not make any payment in cash or in kind to WfD Participants (or any Basic Participant).

**37. Training**

37.1 Any Training provided as an Activity, or as part of an Activity, must:

- (a) be needed to allow or assist the WfD Participant to participate in an Activity; or
- (b) directly meet the needs of an Employer.

37.2 For the purposes of clause 37.1, You must make use of a range of existing Australian Government foundation skills, pre-vocational and work-skills training programmes and facilities to assist WfD Participants.

37.3 For the purposes of clause 37.1, You:

- (a) may provide non-accredited training for WfD Participants; but
- (b) must not provide accredited training for WfD Participants unless You are a Registered Training Organisation.

**38. Hosts**

38.1 Subject to this Agreement, You may subcontract or otherwise engage Hosts to conduct an Activity, unless the Guidelines specify that that type of Activity may not be Hosted.

38.2 You must actively engage with potential Hosts in Your Region, including Employers, government organisations (both at the State or Territory and local government levels) and non-government organisations and encourage them to become Hosts.

38.3 Prior to engaging an entity as a Host, You must:

- (a) ensure that it is suitable and appropriate to act as a Host, and do so in accordance with the Guidelines; and

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- (b) ensure that You have entered into a suitable contractual arrangement with the Host, which complies with any requirements in the Guidelines in relation to such a contractual arrangement; and
  - (c) comply with any other requirements in the Guidelines.
- 38.4 All Hosts are deemed to be approved subcontractors for the purposes of clause 13.1 of the General Terms and Conditions in relation to their role as a Host.
- 38.5 Without limiting clause 38.3(b), the Guidelines may include requirements that any contractual arrangement with a Host must include:
- (a) payment by You of a minimum amount to the Host for placement of WfD Participants in an Activity conducted by that Host;
  - (b) limits on the time during which any one WfD Participant may be placed in an Activity conducted by the Host (and those limits must be consistent with the maximum timeframes specified in, or calculated in accordance with, the Guidelines);
  - (c) limits on the time during which an Activity conducted by a Host can continue; and
  - (d) an acknowledgement and agreement that if the Host is unable to employ an appropriate number of suitable WfD Participants at the end of their placement in the Activity conducted by the Host, or if the Host otherwise acts in a manner which You or We consider to be exploitative, inappropriate or inconsistent with the Guidelines, You will not place any further WfD Participants in any Activity conducted by that Host.
- 38.6 If an entity conducts a selection process for a potential Hosted Placement with that entity or otherwise selects a WfD Participant to participate in an activity to be conducted by them as a Hosted Placement, and the selected WfD Participant is willing to participate in that Activity, You must take the necessary actions to place the WfD Participant into that Activity unless:
- (a) We have confirmed in writing that You do not need to make that placement; or
  - (b) the Guidelines specify conditions under which You do not need to make a placement in accordance with this clause, and You meet those conditions.

### 39. Limiting liability

- 39.1 You must ensure that each WfD Participant and Host is aware that, to the extent allowed by law, the Host, You or We may terminate any Activity at any time.
- 39.2 You must ensure that, to the extent allowed by law, there is no intention or understanding on the part of a Host, a Registered Training Organisation or a WfD Participant that any Activity will create legal relations between a WfD Participant and:
- (a) Us;
  - (b) You;

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- (c) a Registered Training Organisation; or
- (d) a Host,

including any Employment relationship.

### 40. Placement of WfD Participants into Activities

40.1 You must record all Activities, any available places in those Activities, and any placements of WfD Participants into Activities on Our IT Systems, in accordance with the Guidelines. You must also comply with any particular method specified in the Guidelines for making or keeping Records of attendance in Activities.

40.2 You must:

- (a) screen and, to the extent possible, match suitable WfD Participants with available placements in Activities, including discussing available placements in Activities with the WfD Participant;
- (b) make sure that WfD Participants clearly understand their requirement to attend Activities, and clearly set this out in their Job Plans (and/or the Activity Diary where applicable) in accordance with the Guidelines; and
- (c) place WfD Participants into appropriate Activities, or arrange for a Host to do so.

40.3 You must place each WFD Participant in sufficient Activities to allow them to meet their requirement to participate in Work for the Dole.

40.4 You must ensure that the Activities, or mix of Activities, in which a WfD Participant is placed:

- (a) build, over time, a set of skills and experience that provide a pathway to real Employment; and
- (b) set a daily routine for the WfD Participant, in accordance with any requirements in the Guidelines,

and You must otherwise comply with the Guidelines about placement of WfD Participants in Activities, including any Guidelines which specify criteria and requirements that must be met before particular types of WfD Participants can be placed in an Activity or type of Activity.

40.5 Unless permitted by the Guidelines, or We give You Our written permission, You must not place, or arrange for the placement of, a WfD Participant into an Activity if:

- (a) the placement would involve the WFD Participant working with, or assisting in any way, an organisation which is owned or controlled by the WfD Participant; or
- (b) the Activity contravenes clause 36.5 or any other requirement for Activities in the Guidelines; or

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- (c) We give You notice that You must not place, or arrange for the placement of a WfD Participant into an Activity, including because We consider that the entity conducting the Activity has otherwise acted in a manner which We consider to be exploitative, inappropriate or inconsistent with the Guidelines.

40.6 You must only place WfD Participants in Activities as allowed by law. If the law does not allow a WfD Participant to be placed in a particular Activity, You must ensure that alternative Activities are made available to that WfD Participant.

### 41. Supervision of Activities

41.1 You must ensure that WfD Participants participating in an Activity are adequately and appropriately supervised at all times, including with regard to the age, health, welfare and safety of WfD Participants while undertaking that Activity.

41.2 You may employ, subcontract or otherwise engage Supervisors for the purposes of clause 41.1. Without limiting clause 41.1:

- (a) an Activity must have a nominated Supervisor, unless the Guidelines specify that that Activity is a type which does not require a nominated Supervisor; and
- (b) You must ensure that there is a greater level of supervision if an Activity involves WfD Participants who are Vulnerable Persons or involves WfD Participants having direct contact with one or more Vulnerable Persons, in accordance with the Guidelines.

41.3 All Supervisors who are not otherwise employees of You, are deemed to be approved subcontractors for the purposes of clause 13.1 of the General Terms and Conditions.

41.4 In accordance with this Agreement including the Guidelines, You must ensure that all personnel and Supervisors involved in delivering Activities:

- (a) are fit and proper persons to be involved in the Activity;
- (b) have an appropriate level of skill/knowledge, training and/or experience in:
  - (i) the part of each Activity in which they are engaged;
  - (ii) working with, training and supervising persons in such activities;
  - (iii) work health and safety requirements both generally and specifically for each Activity in which they are involved; and
  - (iv) as relevant, addressing the special needs of WfD Participants who are:
    - (A) Aboriginal or Torres Strait Islander persons;
    - (B) Principal Carers;
    - (C) from culturally and linguistically diverse backgrounds;
    - (D) persons with disability; or

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- (E) Minors; and
- (c) immediately receive any relevant Guidelines and other information as reasonably required by Us and Notified to You from time to time.

*Note: You must comply with clause 19 of the General Terms and Conditions in relation to all Supervisors.*

41.5 If We have reasonable grounds related to the performance of the Activities, We may give You a Notice which requires You to remove one or more Supervisors from participating in Activities. If We do so, You must, at Your own cost, promptly arrange for the removal of those Supervisors from work on the relevant Activities and for their replacement with Supervisors acceptable to Us.

41.6 You must implement strategies to ensure that the participation of WfD Participants in any Activity is not disrupted or adversely affected by any absence of Supervisors.

**42. Directions by Us**

42.1 We may, at any time and at Our absolute discretion, give You a written direction in relation to a particular Activity, a proposed Activity or a type of Activity, including a direction that:

- (a) an activity may not be undertaken, or continue, as part of an Activity;
- (b) an Activity be varied; and/or
- (c) an Activity be managed directly by You, rather than by a Material Subcontractor or a Host.

42.2 If We give a direction to You in accordance with clause 42.1, You must immediately take any action required by the direction.

42.3 We may, from time to time, Notify You that We consider that there is a need to establish and conduct an Activity within Your Region(s) of a particular type, which has particular characteristics and/or is in a particular location.

42.4 If We issue You with a Notice under clause 42.3, You must co-operate and work with Us to:

- (a) determine the most suitable way to implement the proposed Activity;
- (b) determine whether the proposed Activity is feasible, including providing Us with reasons and evidence if You consider that the proposed Activity would involve significant and unacceptable risks, or would impose significant and unreasonable costs (in excess of the usual risks and costs involved in establishing and conducting a typical Activity in Your Region); and
- (c) unless We are satisfied that the proposed Activity is unfeasible or unreasonable (and We must act reasonably and in good faith when considering whether a proposed Activity is unfeasible or unreasonable), establish and conduct the proposed Activity, and place WfD Participants into that Activity in accordance with this Agreement.

42.5 We are not liable for any costs incurred by You attributable to:

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- (a) any non-commencement, suspension, variation or termination of an Activity under clause 42.1; or
- (b) Your establishment or conduct of an Activity under clause 42.4.



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### PART D PAYMENTS

#### Reader's Guide: Information about Part D (Payments)

This **Part D** sets out the:

- (a) Work for the Dole Payments (which are payable for Basic Services and Remote Employment Services provided to, or in respect of, WfD Participants);
- (b) Basic Payments (which are payable for Basic Services provided to, or in respect of, Basic Participants and those WfD Participants who are on a permitted break from Work for the Dole and are to be treated as Basic Participants); and
- (c) Employment Outcome Payments (which are payable for Employment Outcomes achieved by any Eligible Job Seeker),

that We will pay You under this Agreement from 1 July 2015, and how those amounts will be calculated.

It also sets out how Employer Incentive Funding will be calculated and paid to You, and that You must use that Funding to make payments to Employers who have employed an Eligible Job Seeker for a 26 Week Period.

We may also pay You a one-off amount of Funding in relation to strengthening organisational governance, and make Ancillary Payments in accordance with this RAC1.

#### 43. General – Applicable to all Payments and Funding

43.1 Subject to this Agreement, We will pay You:

- (a) Work for the Dole Payments;
- (b) Basic Payments; and
- (c) Employment Outcome Payments,

for Remote Services You provide to, or in respect of, Eligible Job Seekers, as set out in this RAC1 and the Guidelines.

43.2 We will also pay You the Employer Incentive Funding, as set out in this RAC1 and the Guidelines.

43.3 You are only entitled to Basic Payments or Work for the Dole Payments for periods during which You provided Remote Services to, or in respect of, Eligible Job Seekers. These Payments will be reduced on a pro rata basis if You do not provide Remote Services in respect of an Eligible Job Seeker for a full calendar month.

*Note: For example, if an Eligible Job Seeker moves to, or leaves, Your Region part-way through the month so that You do not provide Remote Services for the full calendar month, the relevant Payments will be adjusted on a pro rata basis.*

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- 43.4 In respect of any particular Eligible Job Seeker:
- (a) You are only entitled to either a Basic Payment or a Work for the Dole Payment for a single period of time (not both types of Payment);
  - (b) the type of Payment You will receive depends on whether You provided Remote Employment Services or only Basic Services (that is, Basic Payment applies for the period during which You only provided Basic Services; and Work for the Dole Payment applies for the period during which You provided both Basic Services and Remote Employment Services); and
  - (c) the amount of each monthly Payment type will be adjusted on a pro rata basis to reflect the periods of time described in paragraph (b) above.
- 43.5 You are only entitled to receive Monies in respect of:
- (a) Remote Services provided to, or in respect of, Eligible Job Seekers; and
  - (b) Remote Services provided to, or in respect of, CDP Ineligible Participants only if the Guidelines expressly authorise the payment of Monies for those Remote Services.

### *Suspensions*

- 43.6 The Guidelines will also set out whether, and if so how, a Payment will be affected if the relevant Eligible Job Seeker is subject to a Suspension. We will adjust any Payments calculated under this RAC1 in respect of an Eligible Job Seeker who is the subject of a Suspension in accordance with those Guidelines.

### *Our IT Systems*

- 43.7 Where a clause in this **Part D** of RAC1 indicates a date on which Our IT Systems will calculate a Payment or Funding, but it is not possible or practicable for Our IT Systems to use that date, the calculation may be done on the next available date (selected by Us in Our absolute discretion).
- 43.8 The Guidelines will set out the situations in which You may make a special claim for Payment or Funding because You consider that Our IT Systems have incorrectly calculated a Payment or Funding amount. You must follow any processes in the Guidelines for making such a claim.

### *Transitional arrangements*

- 43.9 If after 30 June 2015 You would have been entitled to receive an Outcome Payment under the version of this RAC1 which was in force on 30 June 2015 ('**Previous RAC1**'), because:
- (a) the Outcome Period for an Eligible Job Seeker commenced before 30 June 2015; but
  - (b) the Outcome was achieved after 30 June 2015,
- then We will pay You that Outcome Payment as if the Previous RAC1 had continued in force.

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43.10 If:

- (a) before 1 July 2015 You were entitled to receive a reimbursement under the Previous RAC1 from the flexible pool of funds known as the 'Participation Account'; and
- (b) You met, and/or continue to meet, all eligibility criteria for payment of that reimbursement amount under the Previous RAC1; and
- (c) You entered a commitment for that reimbursement amount in Our IT Systems on or before 30 June 2015, in accordance with any instructions for entering that commitment issued by Us; and
- (d) You submitted Your claim for that reimbursement amount in accordance with the Previous RAC1 on or before 22 August 2015,

then We will pay You that reimbursement amount as if the Previous RAC1 had continued in force. All clauses in the Previous RAC1 in relation to Our ability to recover money, or to conduct audits, or to require records or documents to be produced, in relation to any commitments or claims in relation to the Participation Account, including those made under this clause 43.10, will continue to apply as if the Previous RAC1 had continued in force.

### 44. Work for the Dole Payments

#### *General*

- 44.1 There will be different arrangements for Work for the Dole Payments which will apply during the period from 1 July 2015 until 31 December 2015 (inclusive), or any longer period Notified to You by Us ('**Start-Up Period**').
- 44.2 Clauses 44.3 to 44.7 only apply during the Start-Up Period, and clauses 44.8 to 44.11 only apply after the end of the Start-Up Period.

#### *During the Start-Up Period*

- 44.3 During the first week of each month, We will pay You the total initial amount of Your Work for the Dole Payments for that month. Your initial Work for the Dole Payments will be calculated in accordance with clause 44.4, based on the total number of Your WfD Participants identified in Our IT Systems on the last Wednesday of the previous month.
- 44.4 For each of Your WfD Participants identified in Our IT Systems, We will pay You an initial monthly Work for the Dole Payment of **\$780.00** (exclusive of GST).
- 44.5 In addition to the amount calculated under clauses 44.3 and 44.4, We will pay You a supplementary amount of Work for the Dole Payment after the end of the applicable month, if more than 75% of Your WfD Participants met the following requirements for that month:
  - (a) the WfD Participant was placed into sufficient Activities to meet their requirement to participate in Work for the Dole, or had an approved reason for non-placement as specified in the Guidelines; and

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(b) for each day of the month, where the WfD Participant was required to attend Activities:

- (i) the WfD Participant met all of those attendance requirements; or
- (ii) You took all actions required under this Agreement in relation to the non-attendance by the WfD Participant.

44.6 We will calculate the supplementary amount of Work for the Dole Payment for each month by:

- (a) working out what You would have been paid as Your total Work for the Dole Payments for that month, if the month had occurred after the end of the Start-Up Period; and
- (b) paying You the difference between the amount in paragraph (a), and the amount paid under clauses 44.3 and 44.4.

44.7 We will pay the Work for the Dole Payments into Your bank account in accordance with clause 20.2 of the General Terms and Conditions.

*After Start-Up Period (from 1 January 2016)*

44.8 After the Start-Up Period, We will calculate Your Work for the Dole Payments using the following principles and those in clauses 43.3 to 43.5:

- (a) We will pay You the total amount of Your Work for the Dole Payments monthly in arrears, for each calendar month.
- (b) Work for the Dole Payments are only payable for periods during which Remote Employment Services are provided to, or in respect of, WfD Participants in accordance with this Agreement.
- (c) Work for the Dole Payments in respect of each WfD Participant will be calculated at the end of each month, based on the level of attendance of that WfD Participant in their required Activities.
- (d) You will not be disadvantaged if a WfD Participant did not attend Activities because they had a Valid Reason or Reasonable Excuse or because of another reason specified in the Guidelines, and You complied with all requirements of this Agreement in relation to that non-attendance. That is, if You have ensured that:
  - (i) the WfD Participant was placed into sufficient Activities to meet their requirement to participate in Work for the Dole or there was an approved reason for non-placement as specified in the Guidelines;

and for each day of the month:

- (ii) where the WfD Participant was required to attend Activities on that day, they met all of those attendance requirements; or

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- (iii) where the WfD Participant did not meet all of the requirements for attendance on that day:
  - (A) You took all actions required under this Agreement in relation to that non-attendance; and
  - (B) where the action You took was submission of a Participation Report, the WfD Participant has returned to attendance in the Activities within 14 days of You submitting the Participation Report (or any longer period specified in the Guidelines),

then, subject to paragraph (f) below, You will be paid the maximum monthly Work for the Dole Payment for that WfD Participant.

- (e) The maximum monthly Work for the Dole Payment for Remote Services provided to, or in respect of, a WfD Participant will be reduced on a pro rata basis, to reflect the extent of non-attendance where You did not take the required action under this Agreement and manage return to attendance in Activities, as described in paragraph (d) above.

*Note: The Guidelines will give examples of how this calculation will be done.*

- (f) Where a WfD Participant was on a permitted break from Work for the Dole (as agreed with You in accordance with the Guidelines), that WfD Participant will be treated as a Basic Participant for the purposes of calculating Your Payments and for the period of the break:
  - (i) Your monthly Work for the Dole Payment for that WfD Participant will be reduced on a pro rata basis; but
  - (ii) You will be paid a monthly Basic Payment for that WfD Participant on a pro rata basis (see clause 45.3 below).
- (g) The maximum monthly Work for the Dole Payment for Remote Services provided to, or in respect of, each WfD Participant is **\$1,037.50** (exclusive of GST).

*Note: You are required to make payments to any Hosts as specified in the Guidelines.*

44.9 As soon as practicable after the end of each calendar month, Our IT Systems will use the principles in clause 44.8 to calculate the total Work for the Dole Payment payable to You for that month, using the information in Our IT System about each WfD Participant.

44.10 We will pay the Work for the Dole Payments into Your bank account in accordance with clause 20.2 of the General Terms and Conditions.

44.11 For clarity:

- (a) the amount of the Work for the Dole Payment is not affected by whether or not the WfD Participant has a Partial Capacity to Work; and

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- (b) Your monthly Work for the Dole Payment may be reduced to \$0 if during the month there was no attendance by the WfD Participant or required compliance activity by You in relation to the non-attendance; and
- (c) You will not receive any monthly Work for the Dole Payment for a WfD Participant who was not placed into sufficient Activities to allow them to meet their requirement to participate in Work for the Dole.

### 45. Basic Payments

#### *Calculation of Basic Payments*

- 45.1 On same day that We calculate Your monthly Work for the Dole Payments, We will calculate the total amount of Your Basic Payments for the applicable calendar month. The Basic Payments will be calculated by Our IT System in accordance with this clause 45 and clauses 43.3 to 43.5, using the information in Our IT System about each Eligible Job Seeker.
- 45.2 The monthly Basic Payment for services Basic Services provided to, or in respect of, Basic Participants for a calendar month is **\$333.33** (exclusive of GST).
- 45.3 We will also pay You a proportion of the monthly Basic Payment amount in accordance with clause 44.8(f), in respect of any WfD Participant who meets the requirements of that clause.
- 45.4 We will pay the Basic Payments into Your bank account in accordance with clause 20.2 of the General Terms and Conditions.

### 46. Employment Outcome Payments

#### *General*

- 46.1 Subject to this Agreement, We will pay You an Employment Outcome Payment (calculated in accordance with clause 46.8 below) in respect of an Eligible Job Seeker if We are satisfied that:
  - (a) the requirements in clause 46.3 for either a Full Employment Outcome or a Part-time Employment Outcome have been met; and
  - (b) the Eligible Job Seeker has satisfied the relevant Outcome Period in clauses 46.5 and 46.6.
- 46.2 No Employment Outcome Payment is payable:
  - (a) on a pro rata basis in relation to an Employment Outcome;
  - (b) in relation to a Non-Payable Outcome; or
  - (c) in relation to an Upgrade, unless all the requirements of the definition of Upgrade in Annexure 1 to the General Terms and Conditions are satisfied. You must comply with any requirements in the Guidelines in relation to claiming an Employment Outcome Payment if there has been an Upgrade.

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*Requirements for a Full Employment Outcome and a Part Time Employment Outcome*

46.3 The requirements for a Full Employment Outcome and a Part-time Employment Outcome are as follows:

Eligible Job Seeker	Requirements for Full Employment Outcome	Requirements for Part-time Employment Outcome
In receipt of Newstart Allowance (NSA) or Youth Allowance (YA)(other)	Eligible Job Seeker remains in Employment that generates sufficient income to cause income support to cease or remains in an apprenticeship or traineeship that is full-time.	Eligible Job Seeker gains Employment that generates sufficient income to reduce their Income Support Payments by an average of at least 60 per cent.
Not in receipt of NSA or YA (other)	Eligible Job Seeker remains in Employment* for at least 20 hours in each week.	Eligible Job Seeker gains Employment* for an average of 15 hours or more in each week.
In receipt of NSA, YA (other) or Parenting Payment (Partnered or Single) and is identified as a Principal Carer (as recorded on Our IT Systems) or is in receipt of Carer Payment	Eligible Job Seeker remains in Employment* for at least 30 hours in each fortnight.	Eligible Job Seeker remains in Employment* for an average of 10 or more hours per week.
Has Partial Capacity to Work (PCW)	Eligible Job Seeker remains in Employment* that equals or exceeds their minimum number of hours per week in a range as assessed through an ESAt or JCA, as recorded on Our IT Systems (but is not less than 8 hours per week).	Eligible Job Seeker gains Employment* for an average of at least 70 per cent or more of their minimum number of hours per week in a range as assessed through an ESAt or JCA, as recorded on Our IT Systems (but is not less than 8 hours per week).

**\* In the table above, Employment refers to ‘Employment or Unsubsidised Self-Employment or an apprenticeship or a traineeship’.**

46.4 Once a Part-time Employment Outcome has been paid to You in relation to an Eligible Job Seeker, You are not subsequently entitled to be paid any additional amount if the Eligible Job Seeker subsequently satisfies the requirements for a Full Employment Outcome.

*Note: Our IT Systems will delay payment of Employment Outcome Payments for Part Time Employment Outcomes, to allow You to place a special claim for the higher amount if a Full Employment Outcome is achieved, as specified in the Guidelines.*

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### Outcome Periods

- 46.5 The Outcome Period for a 13 Week Employment Outcome is a 13 Week Period (subject to any allowable breaks in Employment set out in the Guidelines). This Outcome Period starts on the Outcome Start Date or any Moved Outcome Start Date. An Outcome Period must not overlap with any other 13 Week Period.
- 46.6 The Outcome Period for a 26 Week Employment Outcome is a 13 Week Period over a maximum of 26 consecutive weeks (subject to any allowable breaks in Employment set out in the Guidelines) which follows immediately after the end of a previous 13 Week Period. An Outcome Period for a 26 Week Employment Outcome must not overlap with any other 13 Week Period.
- 46.7 The Outcome Period must:
- (a) be entered by You on Our IT Systems in accordance with the Guidelines; and
  - (b) occur after Commencement.

### Amount of the Employment Outcomes Payments

- 46.8 The amount of the Employment Outcome Payment will be calculated for each Eligible Job Seekers who achieves an Employment Outcome in accordance with the following table:

Employment Outcome	Amount of Employment Outcome Payment (GST exclusive)
<b>13 Week Employment Outcome</b>	
Full Employment Outcome	<b>\$2,250.00</b>
Part-time Employment Outcome	<b>\$1,125.00</b>
<b>26 week Employment Outcome</b>	
Full Employment Outcome	<b>\$5,250.00</b>
Part-time Employment Outcome	<b>\$2,625.00</b>

- 46.9 Employment Outcome Payments will be paid into Your bank account in accordance with clause 20.2 of the General Terms and Conditions, at the times specified in the Guidelines.



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### 47. Employer Incentive Funding

#### Reader's Guide: Information about Employer Incentive Funding

Employer Incentive Funding will be calculated in accordance with this clause 47 and provided to You to assist You to stimulate job creation and increase demand for Employment of Eligible Job Seekers, strengthen Your relationship with Employers, and increase Eligible Job Seekers' chances of achieving Employment Outcomes.

Employer Incentive Funding will not be paid automatically to You in the same way as Provider Outcome Payments. Employer Incentive Funding must be manually claimed by You through Our IT Systems.

You must use the Employer Incentive Funding in accordance with this clause 47.

#### *General*

47.1 We will provide Employer Incentive Funding to You in accordance this clause 47 and the Guidelines. Employer Incentive Funding is Funding for the purposes of PART C [Monies paid under this Agreement] of the General Terms and Conditions.

#### *Claiming Employer Incentive Funding*

47.2 Our IT Systems will alert You when You may be eligible for an amount of Employer Incentive Funding. You may claim an amount of Employer Incentive Funding in relation to an Eligible Job Seeker (using Our IT Systems), where You are satisfied that:

- (a) an Eligible Job Seeker has been employed by one Employer during a 26 Week Period (subject to any allowable breaks in Employment set out in the Guidelines) so as to satisfy a category set out in clause 47.8; and
- (b) that Employer satisfies the eligibility requirements as set out in the Guidelines, and You must comply with the requirements in the Guidelines about the Documentary Evidence You must hold in order to be satisfied in accordance with this clause.

47.3 You may only claim an amount of Employer Incentive Funding in respect of an Eligible Job Seeker once.

47.4 You must not claim an amount of Employer Incentive Funding where You are the Employer, unless We have given You Our approval to do so.

#### *Using Employer Incentive Funding*

47.5 Where You receive an amount of Employer Incentive Funding, You must ensure that:

- (a) the Employer of the relevant Eligible Job Seeker is paid an equivalent amount, within 10 business days of You receiving the Employer Incentive Funding;
- (b) an Employer is only paid once for each Eligible Job Seeker; and

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(c) the Employer Incentive Funding is otherwise used in accordance with the Guidelines.

47.6 If You do not pay the Employer in accordance with clause 47.5(a) within 10 business days of receiving an Employer Incentive Funding, You must return the Employer Incentive Funding to Us in accordance with the Guidelines.

*Note: It is not intended that You will hold Employer Incentive Funding as Our agent, or otherwise hold it for or on Our behalf.*

### Documentary Evidence

47.7 If We require, You must supply to Us Documentary Evidence that You have used the Employer Incentive Funding in accordance with this Agreement.

### Amount of Employer Incentive Funding

47.8 The amount of the Employer Incentive Funding will be calculated for each Eligible Job Seeker as follows:

Eligible Job Seeker	Extent of Employment during a 26 Week Period	Amount of Employer Incentive Funding (GST exclusive)
In receipt of Newstart Allowance (NSA) or Youth Allowance (YA)(other)	Eligible Job Seeker remains in Employment that generates sufficient income to cause income support to cease or remains in an apprenticeship or traineeship that is full-time.	<b>\$7,500.00</b>
	Eligible Job Seeker gains Employment that generates sufficient income to reduce their Income Support Payments by an average of at least 60 per cent.	<b>\$3,750.00</b>
Not in receipt of NSA or YA (other)	Eligible Job Seeker remains in Employment* for at least 20 hours in each week.	<b>\$7,500.00</b>
	Eligible Job Seeker gains Employment* for an average of 15 hours or more in each week.	<b>\$3,750.00</b>
In receipt of NSA, YA (other) or Parenting Payment (Partnered or Single) and is identified as a Principal Carer (as recorded on Our IT Systems) or is in receipt of Carer Payment	Eligible Job Seeker remains in Employment* for at least 30 hours in each fortnight.	<b>\$7,500.00</b>
	Eligible Job Seeker remains in Employment* for an average of 10 or more hours per week.	<b>\$3,750.00</b>

## Remote Conditions 1 (RAC 1)

Eligible Job Seeker	Extent of Employment during a 26 Week Period	Amount of Employer Incentive Funding (GST exclusive)
Has Partial Capacity to Work (PCW)	Eligible Job Seeker remains in Employment* that equals or exceeds their minimum number of hours per week in a range as assessed through an ESAt or JCA, as recorded on Our IT Systems (but is not less than 8 hours per week).	<b>\$7,500.00</b>
	Eligible Job Seeker gains Employment* for an average of at least 70 per cent or more of their minimum number of hours per week in a range as assessed through an ESAt or JCA, as recorded on Our IT Systems (but is not less than 8 hours per week).	<b>\$3,750.00</b>

\* In the table above, Employment refers to ‘employment or Unsubsidised Self-Employment or an apprenticeship or a traineeship’.

### *Changes to Employer Incentive Funding*

47.9 Despite anything else in this **Part D** of RAC 1, We may, by giving You Notice in writing:

- (a) change the amount of the Employer Incentive Funding;
- (b) change the eligibility requirements which must be satisfied by all, or certain types of, employers;
- (c) impose a different mechanism for payment of Employer Incentive Funding; or
- (d) cease providing any Employer Incentive Funding.

47.10 If We give You a Notice under clause 47.9:

- (a) clause 47 [Employer Incentive Funding] of this RAC1 will automatically be changed in the way set out in the Notice to implement those changes, from the date specified in the Notice; and
- (b) any transitional provisions specified in the Notice will apply.

47.11 We will not issue a Notice under clause 47.9(c) above before We have consulted with You, and taken any comments or concerns raised by You into account. We must act reasonably when considering any comments or concerns.

## **48. Strengthening Organisational Governance – one off payment**

48.1 If You have been required to become incorporated in accordance with clause 58.11 to 58.15 of the General Terms and Conditions [Compliance with Strengthening Organisational Governance policy], We will pay You a one-off amount of **\$10,000.00** (exclusive of GST) following:

- (a) You changing Your incorporation status in accordance with clause 58.11 to 58.15 of the General Terms and Conditions; and
- (b) You providing proof of the change in incorporation status to Us.

## Remote Conditions 1 (RAC 1)

48.2 You agree that this amount represents a genuine pre-estimate of the costs likely to be incurred by You in complying with the incorporation requirement, and that We are not liable for any further amount. This amount is a one-off payment, and will be made only if You have not received a similar payment under another agreement with the Commonwealth. This payment is 'Funding' for the purposes of the General Terms and Conditions.

### **49. Ancillary Payments**

49.1 From time to time, We may, in Our absolute discretion, decide to pay You Ancillary Payments.

49.2 If We make any Ancillary Payments, those Ancillary Payments will be subject to You satisfying any terms and conditions which are Notified to You, and meeting any requirements specified in the Guidelines.

Version	Start Date	Effective Date	End Date	Change & Location
1.0	1 Jul 2015	1 Jul 2015	30 Jun 2018	Original document

## REMOTE CONDITIONS 2 -

### Remote Youth Leadership and Development Corps

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## OPERATIVE PROVISIONS

### PART A Introduction

#### 1. Objective

- 1.1 The Objective of the Remote Youth Leadership and Development Corps ('RYLDC') is to assist young people in remote Australia, aged 24 years and under, and especially those under 21 years, to transition successfully from school to work and to build foundational and vocational skills to secure sustainable employment. The goal of RYLDC is that all RYLDC Participants that successfully 'graduate' from the 'programme' will secure sustainable local employment or be placed in employment outside of their community, if they wish. It is expected that young people that successfully obtain employment on exiting from RYLDC will become role models to other young people in the community and effect a positive change.

#### 2. Application

- 2.1 The Parties agree that:

- (a) the services, activities and assistance under this RAC2 are Basic Services for the purposes of Part B of RAC1 and all relevant provisions of Part B of RAC1 apply to this RAC2; but
- (b) RYLDC Activities:
  - (i) must be supervised in accordance with clause 41 [Supervision of Activities] of RAC1;
  - (ii) may be Hosted in accordance with clause 38 [Hosts] of RAC1; and
  - (iii) must be conducted in accordance with clause 39 [Limiting Liability] of RAC1, as if RYLDC Activities were Activities and RYLDC Participants were WfD Participants; and
- (c) RYLDC Funds:
  - (i) are separate from, and in addition to, any Payments under RAC1; and
  - (ii) are Funding for the purposes of PART C [Monies paid under this Agreement] of the General Terms and Conditions.



## PART B RYLDC Places

### Readers guide: Information about RYLDC Places and RYLDC Placements

The Remote Youth Leadership and Development Corps (RYLDC) will be phased out from 1 July 2015.

No new RYLDC Places will be allocated or reallocated to You after 1 July 2015. You must continue to undertake RYLDC Activities under this RAC2 in relation to RYLDC Participants who occupied their RYLDC Place on 30 June 2015. You must stop undertaking RYLDC Activities in relation to such RYLDC Participants if they exit their RYLDC Placement.

You must not register or replace a RYLDC Participant in an RYLDC Place after 1 July 2015.

In relation to RYLDC Participants who occupied their RYLDC Place on 30 June 2015, You continue to be responsible for managing the RYLDC Places allocated to You, and continuing to provide suitable assistance and activities to those young persons.

### 3A. Transition out arrangements

- 3A.1 From 1 July 2015, no RYLDC Places will be allocated or reallocated to You, and You must not register or replace a RYLDC Participant in an RYLDC Place from that date.
- 3A.2 You must continue to provide all RYLDC Activities in accordance with this RAC2 only to RYLDC Participants who:
- (a) were placed in an RYLDC Placement on or before 30 June 2015; and
  - (b) who have not exited the RYLDC Place (in accordance with any Guidelines that define when a RYLDC Participant will be considered to have exited their RYLDC Place).
- 3A.3 We will only provide RYLDC Funds for RYLDC Activities in respect of RYLDC Participants who satisfy clause 3A.2.

### 3. RYLDC Places

- 3.1 We may, at any time and at Our absolute discretion, by Notice to You, vary the number of RYLDC Places allocated to You for a particular financial year.

*Note: Where We Notify You of a variation of the number of RYLDC Places for a particular financial year, item 9.2 of the Activity Schedule is automatically varied accordingly.*

### 4. Delivery of RYLDC Places

- 4.1 Subject to clause 3A of this RAC2, You:
- (a) must put each RYLDC Participant into a RYLDC Place; but
  - (b) may only put one RYLDC Participant into a RYLDC Place at a time.
- 4.2 You may use various activities and assistance in accordance with Part F [Activities and assistance under RYLDC], and different RYLDC Participants, to fill a RYLDC Place.

## 5. Continuous Occupation

- 5.1 Subject to the periods allowed under clause 5.2, You must ensure that each RYLDC Place is Continuously Occupied by the RYLDC Participant for 52 weeks from the Establishment Date, and do so in accordance with any Guidelines.
- 5.2 For the purposes of determining whether a RYLDC Place is Continuously Occupied:
- (a) any period of up to 20 consecutive business days between the Establishment Date and the date of the commencement of activities for the first RYLDC Participant in the RYLDC Place; and
  - (b) any period of absence of an RYLDC Participant from the date of their commencement of activities for the RYLDC Participant of:
    - (i) less than 8 weeks in total; or
    - (ii) any other length as agreed with Us,

is treated by Us as Continuous Occupation of the RYLDC Place.

*Note: For the avoidance of doubt, the periods specified in clause 5.2 are permitted i.e. they are not considered to be a break in Continuous Occupation.*

## PART C [Not used]

## PART D Participation in RYLDC

### 6. RYLDC Placements

- 6.1 Subject to clause 3A of this RAC2, You must:
- (a) provide each RYLDC Participant with an appropriate RYLDC Placement taking into account their assessed needs and capacity; and
  - (b) use Your best endeavours to ensure that each RYLDC Participant commences in activities or assistance for their RYLDC Placement within 20 consecutive business days of their registration in a RYLDC Place in Our IT Systems.
- 6.2 If an RYLDC Participant is not going to commence in activities or assistance for their RYLDC Placement immediately after their registration in a RYLDC Place, You must provide them with appropriate alternative activities until they commence in the relevant activities or assistance.
- 6.3 You must immediately exit from RYLDC each RYLDC Participant who:
- (a) completes an RYLDC Placement; or

- (b) subject to Our approval in writing to the contrary, is absent from RYLDC for more than eight weeks in total.

6.4 Where an RYLDC Participant exits RYLDC, You must complete an RYLDC Exit Survey and record the reason for the exit in Our IT Systems.

## 7. Participation requirements

7.1 You must:

- (a) update the Job Plan for each RYLDC Participant:
  - (i) at Your initial contact with them; and
  - (ii) throughout their RYLDC Placement,
 to include activities being undertaken by them in RYLDC;
- (b) ensure that the activities satisfy the following requirements for the following types of RYLDC Participants:
  - (i) SS Activity Tested Eligible Job Seekers, other than those specified at clause 7.1(b)(ii), participate in RYLDC for up to, but no more than 50 hours each fortnight, and otherwise in accordance with their SS Activity Test Requirements; and
  - (ii) PCW Eligible Job Seekers and Principal Carers, participate in RYLDC for up to, but no more than 50 hours each fortnight, consistent with their level of assessed work capacity or SS Activity Test Requirements, as relevant;
- (c) review the progress of each RYLDC Participant on at least a monthly basis and record their hours of participation in Our IT Systems; and
- (d) unless We Notify You otherwise, manage the participation of RYLDC Participants in accordance with clauses 22 [Job Search Requirements], 23 [Monitoring] and 25 [Recording Attendance] of RAC1.

7.2 You must take compliance action in accordance with clauses 22 to 30 [Compliance and Reporting] of RAC1 if an RYLDC Participant:

- (a) is 18 years of age or older; and
- (b) does not comply with their SS Activity Test Requirements or DSP Recipients (Compulsory) obligations (as applicable).

7.3 You may exit from RYLDC an RYLDC Participant who is under 18 years of age, if they do not participate in RYLDC in accordance with any Guidelines.

7.4 If an RYLDC Participant is participating in another programme as a part of activities under RYLDC and is exited from that programme, You must use Your best endeavours to ensure

that they immediately commence in other activities in order to fulfil their SS Activity Test Requirements.

## **8. Ceasing and resuming involvement in RYLDC due to criminal conduct**

8.1 You must immediately Notify Us if any RYLDC Participant or person with an involvement with RYLDC is the subject of credible allegations, as determined by You, relating to:

- (a) violence;
- (b) any sexual offence;
- (c) any criminal offence involving pornography;
- (d) any criminal offence involving the trafficking or dealing of illegal drugs; or
- (e) any other criminal offence where a reasonable person would consider it prudent to cease the involvement in RYLDC of a person who has been charged or convicted with that offence,

and immediately cease the involvement of that person in RYLDC until:

- (f) any formal investigation into the matter is complete and no charges are laid, or no further action is required; or
- (g) We otherwise Notify You that the person can resume involvement in RYLDC.

8.2 Where a person referred to in clause 8.1 is formally charged with or convicted of an Other Offence, deal with the RYLDC Participant in accordance with clause 19.5 of the General Terms and Conditions.

8.3 Where a person referred to in clause 8.1, is formally charged with or convicted of a Serious Offence, deal with the RYLDC Participant in accordance with clause 19.6 of the General Terms and Conditions.

## **PART E Engagement with stakeholders**

### **9. Engagement with stakeholders**

9.1 Throughout the Term of this Agreement, You must engage with Employers to:

- (a) identify skilled jobs that may become available in 6–24 months from that time, so that activities under RYLDC can be tailored to support a 12 month pathway to these jobs;
- (b) ensure that the activities under RYLDC are tailored to future jobs, workplaces and training environments;
- (c) promote and build Employers' confidence in RYLDC; and

- (d) negotiate the placement of RYLDC Participants in Workplace Activities and in Employment,

in accordance with any Guidelines.

- 9.2 You should make Yourself aware of other initiatives and programmes relevant to RYLDC Participants which are available in Your Region(s) (including, in particular, government funded youth programmes and language literacy and numeracy programmes) and work collaboratively with relevant other providers to ensure that activities under RYLDC are complementary to their initiatives and programmes and are not duplicated or leading to double payments.

## **PART F Activities and assistance under RYLDC**

### **10. Activities and assistance**

- 10.1 As appropriate to each RYLDC Participant, You must provide:

- (a) RYLDC Activities;
- (b) assistance with transition from school to work, and where required, literacy and numeracy support;
- (c) RYLDC Post-placement Support;
- (d) Relocation Assistance;
- (e) Mentoring; and
- (f) other activities as required, including Interventions for Non-vocational Barriers and youth engagement activities,

to all RYLDC Participants, in accordance with this Agreement, including any Guidelines.

## PART G RYLDC Activities

### Readers guide: Information about RYLDC Activities

RYLDC is designed to provide a strong pathway from school to work and help young people in remote communities to build the skills necessary for sustainable employment. The aim is for young people participating in RYLDC to have a job at the end of the RYLDC program.

You must ensure that You provide intensive support for RYLDC Participants for the full term of their RYLDC Placement in line with individual participation requirements and commensurate with the funding provided including, but not limited to:

- mentoring by local leaders, including RYLDC group activities
- transition assistance from school, including assistance with literacy and numeracy and other life skills
- other help to overcome barriers to employment
- activities that are work-focused, such as paid or unpaid work experience in industries relevant to their local area
- vocational training at the Certificate II or equivalent level aimed at local jobs
- assistance in travelling or moving to take up employment, education or training opportunities
- on-the-job mentoring and post-employment support.

Training and other activities, either in the classroom or through work-experience placements, must be tailored to the needs of each participant to allow them to access employment or education opportunities identified through the normal conduct of activities under RYLDC.

## 11. General

11.1 You must deliver activities which:

- (a) build the capacity of RYLDC Participants to access employment or education linked opportunities identified through the normal conduct of activities under RYLDC;
- (b) are tailored to the individual circumstances and goals of each RYLDC Participant;
- (c) are work focused and as work-like as possible; and
- (d) are designed in a manner that is accessible to any RYLDC Participant with Partial Work Capacity.

11.2 RYLDC Activities may:

- (a) be undertaken as a single activity or as a combination of activities;
- (b) be undertaken on an individual or group basis; and
- (c) include, but are not limited to, the activities specified in any Guidelines.

## 12. Training

### 12.1 You:

- (a) must assist RYLDC Participants to participate in studies at Certificate II level or higher; and
- (b) may provide vocational training, as approved in writing by Us, which is aligned to a skill set for a job opportunity identified through the normal conduct of activities under RYLDC,

in accordance with any Guidelines.

### 12.2 When designing vocational training, You must:

- (a) consider training and assessment methods that are likely to encourage participation; and
- (b) ensure that the training:
  - (i) is integrated with relevant work like activities; and
  - (ii) where required, includes literacy and numeracy support.

*Note: Vocational training may be a mix of classroom based and 'on the job' training.*

## 13. Workplace Activities

13.1 You must use your best endeavours to deliver Workplace Activities which provide an opportunity for RYLDC Participants to gain work experience in a workplace and to demonstrate their abilities to potential Employers.

13.2 Where RYLDC Participants undertake Workplace Activities, You must, prior to commencement of the RYLDC Participants in those activities, negotiate the conditions of any unpaid or paid work experience or Voluntary Work Activities with the Host Employer, including suitable support in the workplace for each RYLDC Participant which may include, but is not limited to, the examples specified in any Guidelines.

13.3 You must be satisfied that any Workplace Activities do not:

- (a) reduce hours usually worked, or reduce the overtime, of an existing worker;
- (b) primarily promote a particular religious or political view;
- (c) involve violence towards people or damage to property;
- (d) involve activity associated with the sex industry, including retail positions;
- (e) bring the RYLDC Participants, You or Us into disrepute; or
- (f) otherwise offend any prohibition specified in any Guidelines.

- 13.4 Unless otherwise approved by Us in writing, You may only place an RYLDC Participant with a Host Employer who has not previously employed the RYLDC Participant.
- 13.5 You must immediately end Workplace Activities if, at any time, You consider that a work environment is not suitable for a RYLDC Participant.
- 13.6 On completion of a Workplace Activity, You must work with the relevant RYLDC Participant to update their resume to reflect the type of work undertaken and the skills and experience gained.

#### *Simulated Work Experience*

- 13.7 You may arrange for RYLDC Participants to participate in Simulated Workplace Experience, but You must ensure that any such activity does not:
- (a) compete with an established business;
  - (b) fulfil a function that is part of a commercial contract or enterprise; or
  - (c) provide any benefit or gain to You or a Related Entity, unless it is approved in writing by Us or is in accordance with any Guidelines.

#### *Voluntary Work Activities*

- 13.8 You may arrange for RYLDC Participants to participate in Voluntary Work Activities, but You must ensure that RYLDC Participants only participate in Voluntary Work Activities that:
- (a) have a community benefit focus; and
  - (b) are undertaken in a voluntary work position in an Approved Not-for-Profit Community Organisation.

### **14. Cultural activities**

- 14.1 You may arrange for RYLDC Participants to participate in cultural activities in accordance with RAC1.

## **PART H Literacy and Numeracy Support**

### **15. Literacy and Numeracy Support**

- 15.1 Where required, You must support all RYLDC Participants to achieve literacy and numeracy levels required for job and/or training opportunities:
- identified through the normal conduct of activities under RYLDC,
- in accordance with any Guidelines.
- 15.2 For the purposes of clause 15.1, You may:



- (a) provide literacy and numeracy training directly to RYLDC Participants, where You have relevant accredited qualifications;
- (b) refer RYLDC Participants to relevant programmes including those funded by the Commonwealth, State and Territory governments; or
- (c) fund participation in other literacy and numeracy programmes that focus on workplace needs.

15.3 You should ensure that any literacy or numeracy support that You provide is tailored to the work environment being targeted in other activities under RYLDC to make the learning as practical, relevant and engaging as possible.

## **PART I RYLDC Post-placement Support**

### **16. RYLDC Post-placement Support**

16.1 In addition to Post-placement Support under clause 17 of RAC1, You must, for the duration of each placement of a RYLDC Participant in Employment or in education:

- (a) provide Mentoring in accordance with Part J [Mentoring] of this RAC2;
- (b) continue to provide any Training that the RYLDC Participant had commenced prior to the relevant placement;
- (c) subject to clause 16.2, work with family members and the RYLDC Participant's community, as required, to foster understanding of the value of the RYLDC Participant's relevant placement;
- (d) assist the RYLDC Participant to manage cultural, family, work or study commitments, as relevant; and
- (e) provide any other assistance specified in any Guidelines.

16.2 Before undertaking Your obligation under clause 16.1(c), You must obtain the written consent of the RYLDC Participant to You:

- (a) contacting and working with the RYLDC Participant's family members and/or community, as required; and
- (b) disclosing the RYLDC Participant's Personal Information to his/her family members and/or community, as relevant.

*Note: You must also comply with clause 31 [Personal Information and Protected Information] of the General Terms and Conditions when dealing with RYLDC Participants' Personal Information and Protected Information.*

**17. Relocation Assistance**

- 17.1 In accordance with any Guidelines, You must, if required in any particular case, provide Relocation Assistance in accordance with clause 18 of RAC1 for RYLDC Participants who need to relocate outside of their community to take up an Employment opportunity or continued education.

**PART J Mentoring****18. Mentoring**

- 18.1 You must deliver Mentoring to each RYLDC Participant for the duration of their RYLDC Placement in accordance with:
- (a) clause 15 [Mentoring] of RAC 1;
  - (b) this clause 18; and
  - (c) any Guidelines.
- 18.2 For each RYLDC Participant, You must provide a minimum of three Mentor contacts per fortnight, including at least one physical face to face contact, or as otherwise agreed to by Us.
- 18.3 You must ensure that Mentors have demonstrated skills in supporting and motivating young people.
- 18.4 You must continue to provide Mentoring during the course of each RYLDC Placement, including when a RYLDC Participant takes up an Employment, education or training opportunity, whether inside or outside Your Region(s).

**PART K Other activities****19. Youth engagement activities**

- 19.1 You may develop and provide youth engagement activities that support retention in the RYLDC and the overall wellbeing of RYLDC Participants, but You must ensure that such activities:
- (a) do not average more than four hours a fortnight over a six month period for each RYLDC Participant; and
  - (b) are conducted in accordance with any Guidelines.

**20. Uniforms**

- 20.1 If this is supported by the communities in Your Region(s), You may provide a uniform to RYLDC Participants, but You must:

- (a) work with the communities to determine the uniform design, ensuring that the uniform design meets any of Our branding guidelines and is suitable for the activities being undertaken;
- (b) pay for the uniform from the RYLDC Payments; and
- (c) ensure that the uniforms are otherwise provided in accordance with any Guidelines.

## **PART L RYLDC Funds**

### **Readers guide: Information about RYLDC Funds**

Providers will receive payment in two stages for RYLDC Places.

The RYLDC Initial Payment is made after the Placement is established and the RYLDC 20 Week Payment can be made after a Placement has been continuously occupied for 20 weeks from when it was established.

## **21. RYLDC Initial Payments**

21.1 Subject to this Agreement, You may claim one RYLDC Initial Payment per RYLDC Place:

- (a) on the Establishment Date for the RYLDC Place;
- (b) if You have:
  - (i) amended the Job Plan of the first RYLDC Participant to be placed in the RYLDC Place in Our IT Systems, to reflect the activities to be undertaken by them in RYLDC; and
  - (ii) done so immediately prior to making the claim.

21.2 In accordance with clause 3A.3 of this RAC2, if an RYLDC Placement is not Established for a RYLDC Place by 30 June 2015

no RYLDC Initial Payments will be payable for that RYLDC Place.

## **22. RYLDC 20 Week Payments**

22.1 Subject to this Agreement, You may claim one RYLDC 20 Week Payment per RYLDC Place if:

- (a) the RYLDC Place is Continuously Occupied by an RYLDC Participant for 20 weeks after the Establishment Date for the RYLDC Place; and
- (b) You have:
  - (i) amended the Job Plan of the RYLDC Participant occupying the RYLDC Place in Our IT Systems, to update the activities to be undertaken by that RYLDC Participant in RYLDC;
  - (ii) and done so immediately prior to making the claim.

**23. Payment types, amounts and timing**

23.1 Subject to this Agreement, You may claim RYLDC Funds, in accordance with Table 1 below, for each RYLDC Place.

**Table 1: RYLDC Funds**

<b>Funds per RYLDC Place</b>	<b>Amount (GST inclusive)</b>	<b>When payable</b>
RYLDC Initial Payment	\$4,620	On the Establishment Date
RYLDC 20 Week Payment	\$3,080	At 20 weeks of Continuous Occupation after the Establishment Date
<b>Total</b>	<b>\$7,700</b>	

*Note 1: For the avoidance of doubt, these RYLDC Funds are in addition to other payments of Monies specified in RAC1.*

23.2 You agree that RYLDC Funds:

- (a) are intended to cover all costs associated with the provision of activities and assistance under RYLDC, as specified in this Agreement; and
- (b) may only be used by You for this purpose.

*Note: You are not entitled to receive any RYLDC Funds in relation to RJCP Ineligible Participants .*

**24. Early Payments**

24.1 You may request an Early Payment from Us in order to accommodate the costs of a particular proposed activity under RYLDC.

24.2 We may, at Our absolute discretion, pay a RYLDC 20 Week Payment for one or more RYLDC Places:

- (a) at their respective Establishment Dates; or
- (b) at such other times prior to 20 weeks of Continuous Occupation for each RYLDC Place, as determined by Us at Our absolute discretion,

in order to accommodate the proposed activity under RYLDC referred to at clause 24.1.

24.3 In making an Early Payment, We may impose any conditions that We think fit.

24.4 If We decide to make an Early Payment, You must:

- (a) issue Us with a Tax Invoice for the Early Payment which identifies You, the number of RYLDC Places for which the Early Payment is claimed, the financial year to which the claim relates and to which of Your Region(s) it applies; and
- (b) keep a copy of that Tax Invoice and any other Documentary Evidence for Early Payments as specified in any Guidelines.

- 24.5 On and from the date on which We pay an Early Payment to You, We will offset all valid claims for RYLDC Funds made under this Agreement, until the total of the offset of valid claims equals the total of all Early Payments paid to You.
- 24.6 If, at the completion of this Agreement, the total of the offset valid claims for RYLDC Funds is less than the amount of all Early Payments paid to You, the difference will constitute a debt owed to the Commonwealth for the purposes of clause 23 [Repayment of Monies paid under this Agreement] of the General Terms and Conditions, if and when the Commonwealth Notifies You that it elects to recover the difference as a debt.

## 25. Acquittal and refund of RYLDC Funds

- 25.1 You must acquit the RYLDC Funds by submitting to Us at the end of each financial year during the Term of this Agreement:
- (a) a statement detailing expenditure of the RYLDC Funds that has been certified by Your Chief Executive Officer or equivalent; and
  - (b) a statutory declaration stating:
    - (i) that the RYLDC Funds paid during the relevant financial year were spent in accordance with this Agreement; and
    - (ii) taking into account the allowances under clause 5, how many completed RYLDC Places delivered during the relevant financial year were:
      - (A) Continuously Occupied for 52 weeks; and
      - (B) not Continuously Occupied for 52 weeks,
 from their Establishment Dates.
- 25.2 If a completed RYLDC Place is declared as not being Continuously Occupied for 52 weeks from its Establishment Date in accordance with clause 25.1(b)(ii)(B), You must:
- (a) advise Us in writing of the number of weeks that the RYLDC Place was not Continuously Occupied; and
  - (b) in accordance with any Notice from Us, refund to Us the RYLDC Funds paid in relation to the RYLDC Place for the number of weeks that the RYLDC Place was not Continuously Occupied.

*Note: Clause 5 applies to the calculation of the period that a RYLDC Place is Continuously Occupied for the purposes of clause 25.2.*

## 26. Auditing of RYLDC Funds

- 26.1 We may conduct random audits of You with regard to the expenditure of RYLDC Funds and the Continuous Occupation of RYLDC Places, to ensure that RYLDC Funds are being spent in accordance with this Agreement.

- 26.2 You must fully cooperate with any such audits in accordance with clauses 32 and 38 of the General Terms and Conditions.
- 26.3 You must:
- (a) have and retain Documentary Evidence, in accordance with any Guidelines, of:
    - (i) Your expenditure of RYLDC Funds; and
    - (ii) the Continuous Occupation of RYLDC Places; and
  - (b) if requested by Us, within 10 business days of Our request, provide the Documentary Evidence referred to at clause 26.3(a) to Us.
- 26.4 If You do not comply with a request under clause 26.3(b), We may recover the relevant RYLDC Funds from You in accordance with clauses 20.12(d) and 20.12(e) of the General Terms and Conditions.

OFFICIAL

**Australian Government****Department of the Prime Minister and Cabinet***Insert Name of contact person in Activity Schedule**Insert Title**Insert Organisation**Insert Mail address*

VARIATION LETTER TO AMEND THE COMMUNITY DEVELOPMENT  
PROGRAMME FUNDING AGREEMENT  
2013-2018  
VARIATION NUMBER [INSERT]

Dear [Insert Name]

We refer to your request to extend the Services End Date and amend the Community Development Programme Funding Agreement 2013-2018 [insert agreement reference number] executed on [insert date] and varied on [insert relevant dates] (Funding Agreement).

To formalise this, we seek your agreement to amend the Funding Agreement by deleting the Services End Date in Item 4 of the Activity Schedule and replacing with [insert new Service End Date].

The parties agree that the amendments to the Funding Agreement take effect on the date of execution of this variation letter by you.

Please sign and date this letter in the signature box below and return the signed letter to [RemoteServices@pmc.gov.au](mailto:RemoteServices@pmc.gov.au) no later than [insert date].

If you have any questions, please email [RemoteServices@pmc.gov.au](mailto:RemoteServices@pmc.gov.au).

Yours sincerely

Name

Regional Manager

Name of Region

Department of the Prime Minister and Cabinet

Date

**SIGNED for and on behalf of (Provider Name), (ABN)/(ACN if applicable) in accordance with its rules:**

Name and position of signatory	Signature
	.../.../...

Name and position held by second Signatory / Name of Witness	Signature of second Signatory / Witness
	.../.../...





Australian Government

Department of the Prime Minister and Cabinet

## HEAD AGREEMENT FOR THE COMMUNITY DEVELOPMENT PROGRAM 2019-2022

between

**the Commonwealth of Australia as represented by the Department of the Prime Minister and Cabinet (ABN 18 108 001 191)**

AND

**[insert Provider name] (ABN [xx])**

Commonwealth of Australia 2018

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**Version: 01 - March 2019**

**[NOTE TO PROVIDERS: This Head Agreement sets out the terms and conditions that will apply to all Services you provide for the Community Development Program. You will be engaged to provide particular Services when you and the Department agree a Project Schedule (a separate document that will set out specific details about the Services you have been engaged to provide). Once a Project Schedule is signed by both you and the Department, this will create a separate Project Agreement between you and the Department.**

**The terms of the Project Agreement will be:**

clauses in the body of the Head Agreement

clauses in the Annexures to this Head Agreement which relate to Services, onies  
Reporting, Performance and the Glossary

the details set out in the Project Schedule and

the requirements in the Guidance.

**Terms which have a capital letter are defined in ANNEXURE 5 – INTERPRETATION AND GLOSSARY to this Head Agreement.)]**

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**1. Term of Head Agreement**

- 1.1 Start Date: the date the Head Agreement is signed by both parties.
- 1.2 End Date: 30 June 2022 unless terminated earlier in accordance with the Head Agreement.
- 1.3 The End Date may be extended by up to a maximum of 36 months after the End Date by the parties agreeing a variation in accordance with clause 29 Variation. If the term of the Head Agreement is extended or a period the term of each current Project Agreement will also be automatically extended for the same period. All other terms and conditions of the Head Agreement and Project Agreement will continue to apply unless otherwise agreed in writing by the parties.

**2. Parties to the Head Agreement**

Department	the Commonwealth of Australia as represented by the Department of the Prime Minister and Cabinet
A/N	A/N 18 108 001 191
Registered office	1 National Circuit Barton AC 2600
Address for service of Notices	<i>insert</i>
Contact officer for the Head Agreement	<i>list the position of the person who negotiates the first Project Schedule</i>
Telephone	<i>insert</i>
mail	<i>insert</i>
Registered or	es and can provide Recipient Created a In oices
	The Commonwealth can change its contact officer and contact details for the Head Agreement by giving Notice to the provider.

pro ider

Full legal name *insert*

Trading or business name *insert*

A/N *insert*

Registered office physical address *insert*

Address for service of Notices if different *insert*

Contact person for Head Agreement *insert name and position title*

Telephone *insert*

Email of contact person *insert*

The pro ider can change its contact officer and contact details or the Head Agreement by giving Notice to the Department.

### 3. Objectives

- 3.1 The Community Development Program is the Australian Government's remote employment and community development service. It supports observers in remote Australia to build or improve skills, address employment barriers and contribute to their communities through a range of eligible activities. The Community Development Program is designed around the unique social and labour market conditions found in remote Australia and is an essential part of the Government's agenda for increasing employment and breaking the cycle of welfare dependency in remote Australia.
- 3.2 The overarching objective of the Community Development Program is to support services or activities that will have a positive impact on one or more of the Government's priority areas: employment and economic development, to support connecting or engaging age Australians with real and sustainable jobs.
- 3.3 The Community Development Program also assists remote observers to re-engage or move into work and stay in work as it becomes available. Where work is not available, observers will be engaged in day-to-day activity that helps them to contribute to community aspirations. A key principle of the Community Development Program is that it is community driven and reflects the needs and aspirations of the local community. The Community



Development program operates differently in each region depending on the needs of observers communities and the local labour market.

- 3.4 Further Objectives may be specified in ANNEX 1 REGIONAL CRITERION .
- 3.5 The Department is committed to working more closely with Aboriginal and Torres Strait Islander peoples on the key priorities of getting children to school, employment and making communities safer. The Community Development program is funded under the Jobs, Land and Economy program as part of the Indigenous Advancement Strategy. The majority of eligible observers are Aboriginal and/or Torres Strait Islander peoples.
- 3.6 The provider is committed to achieving results in these key priorities and will work with the Department and remote communities to do this.

#### 4. How this Head Agreement and the Project Schedules work

- 4.1 The purpose of the Head Agreement is to create a framework that governs the relationship between the Department and the provider for the delivery of the services and the payment of all monies during the term.
- 4.2 The Head Agreement sets out the general terms and conditions applying to all services and monies. The Annexes to the Head Agreement also apply to all services and include service descriptions ANNEX 1 REGIONAL CRITERION details of monies associated with the provision of the services ANNEX 2 OTHER REPORTING OBLIGATIONS ANNEX 3 REGIONAL INTERMEDIATE DOCUMENTS which must be used ANNEX 4 LOCAL and the glossary ANNEX 5 INTERPRETATION AND LEXICON .
- 4.3 A project schedule sets out details that apply to the provider including the term of the Project Agreement, the categories of services to be delivered by the provider and the applicability of monies to be paid by the Department. A project schedule may also set out further terms and conditions applicable to the provider.
- 4.4 If both parties sign a project schedule this will create a Project Agreement.
- 4.5 The Department does not guarantee that during the term of the Head Agreement:
- any number of project schedules will be signed
  - the provider will provide any volume of services or
  - any volume of monies will be paid to the provider.

***[NOTE TO PROVIDERS: The Department intends to offer successful applicants a Project Schedule for their Region, but cannot guarantee any volume of work or payments as a result. In accordance with usual Commonwealth accountability requirements, the Department will only sign a Project Schedule if it has approved the expenditure for payment of the associated Monies.]***

- 4.6 Each Project Agreement is a separate contract between the Department and the provider.
- 4.7 The terms of a Project Agreement are those set out in:
- terms and conditions in the body of this Head Agreement
  - terms and conditions in the Annexes
  - the relevant project schedule
  - the guidance and

- (e) any other attachments to or documents incorporated by reference into any of those documents.
- 4.8 If there is any inconsistency between these documents the document appearing higher in the list in clause 4.7 prevails.
- 4.8 Despite each Project Agreement being a separate contract if the Lead Agreement ends or any reason including through expiry or termination each Project Agreement will also automatically end.
- 4.10 The Provider must perform its obligations in accordance with any applicable guidance even if a particular clause does not expressly refer to the guidance.
- 4.11 The Provider is not by virtue of the Lead Agreement or a Project Agreement the employee, agent or partner of the Department and is not authorised to bind or represent the Department.

## 5. Delivering the Services

### General

- 5.1 The Provider must deliver the services:
- in accordance with the terms and conditions of the Project Agreement
  - in consultation and cooperation with the Department and the communities in the Provider Region and
  - in a manner that is consistent with the Objectives of the Community Development Program.
- 5.2 The Provider must not:
- act in a way that brings or may bring the services into disrepute
  - act in a way that would be inconsistent with the Australian Government's key priorities of getting children to school, enable to work and making communities safer or
  - engage in any practice that dishonestly or improperly manipulates Records or the services with the intention of making payments to the Provider or other person, improperly obtaining a benefit for the Provider or any person.

### Location of the Services

- 5.3 The Provider must provide the services in each Provider Region specified in a Project schedule and:
- at all sites within the Provider Region including with a permanent residence in at least one Full-time site in each Region and
  - at any other location as required to ensure that the services are properly conducted across the whole of the Provider Region and for all eligible job seekers in the Provider Region.
- 5.4 The Department may by Notice and acting reasonably vary the boundaries of a Provider Region or all or part of the term.

### Service Guarantee

- 5.5 The Provider must conduct the services in accordance with the service guarantee and must:
- provide a copy of the service guarantee to all eligible job seekers at their Initial Interview and

- b prominently display any promotional material made available by the Department about the service guarantee in all offices and sites and make such material available to eligible job seekers, employers and other users of the services.

### **Provider Code of Practice**

- 5.6 The provider must provide a copy of the Provider Code of Practice to all eligible job seekers and explain it to them at their Initial Interview.

### **Accessibility**

- 5.7 The provider must ensure that all sites are:
  - a accessible to people with a disability and
  - b open for the conduct of the services on the business Days and at the times specified in the project schedule.

**Use of interpreters**

- 5.8 The provider at the provider's cost must provide an interpreter to facilitate communication with an eligible observer whenever in the provider's reasonable opinion the eligible observer may require the assistance of an interpreter due to a language or hearing barrier or as otherwise reasonably necessary and in accordance with the guidance.
- 5.8 The provider must ensure that its personnel are adequately trained to engage with eligible observers who require interpreter services in accordance with the guidance or as otherwise required by the Department.
- 5.10 The provider must keep Records of its use of interpreters in accordance with the guidance including any instance where a provider has used to provide an interpreter to an eligible observer and the justification for such use. The Department may request and the provider must provide copies of these Records from time to time.

**Use of IT Systems**

- 5.11 The provider must:
- a conduct the services using the IT systems and comply with any directions from the Department in relation to such use
  - b ensure that provider personnel do not access the IT systems until they have successfully completed relevant training as determined by the Department and only allow access to the IT systems to provider personnel who need to do so in order to provide the services
  - c promptly Notify the Department of any material subcontractor or any third party that the provider has permitted to access to the IT systems if they no longer have a need for that access
  - d nominate an IT Contact and at all times ensure the Department has the name and contact details of the current IT Contact and
  - e take all reasonable steps to:
    - i enter and record data on the IT systems in accordance with any guidance and Department directions and
    - ii ensure all data entered on the IT systems is true accurate and complete and is updated regularly in accordance with the Reporting requirements set out in clause 7 and ANNEX R 3 R 3 OR IN .
- 5.12 The provider must at its own cost provide adequate and appropriate information technology systems to enable:
- a access and use of the IT systems
  - b assistive technology required by provider personnel to access the IT systems and
  - c the provider to meet its obligations under the Project Agreement.
- [NOTE TO PROVIDERS: The IT System is optimised for Internet Explorer 11 as at November 2018. Applicants should ensure that their ICT systems are suitable and enable compliance with this clause.]***
- 5.13 Before the provider provides access to the IT systems to any person who is not provider personnel or any reason including providing access to electronic Records in the IT system the provider must:

- a see prior written approval from the Department of Jobs and Small Business 'DJSB' in respect of such access
- b procure from that third party a signed non disclosure deed in the form set out in ANNEX 4 LA from each relevant individual prior to granting such access and provide copies of signed non disclosure deeds immediately upon request by the Department or D
- c only grant access to the third party in accordance with the security policy the Cybersecurity policy and any applicable guidance and
- d comply with any other directions given by D or the Department.

5.14 If at any time the I system is not operational or is not functioning at the level or with the functionality reasonably required or the provider to provide the services the provider must use any alternative system whether electronic manual or paper based nominated by the Department.

### Software and Facilities

- 5.15 The Department may nominate a facility and/or software or use by the provider including or:
- a financial reporting
  - b accounting or monies received under a Project Agreement
  - c accessing payment data
  - d recording program information or
  - e any other activity which supports management of the services
- and the provider must use that nominated facility and/or software.

### Security Policy

- 5.16 The provider must:
- a comply with the security policy
  - b nominate a security Contact and at all times ensure the Department has the name and contact details of the current security Contact
  - c ensure any information technology systems that access and use the I systems are secure and have appropriate security controls in place to protect the data on the I systems from any unauthorised use and
  - d take reasonable steps to:
    - i ensure that security measures such as fire wall security and virus protection software are installed and maintained to safeguard equipment and data integrity
    - ii prevent the sharing of user identification and passwords by or among provider personnel by putting in place appropriate policies and procedures
    - iii terminate any provider personnel access to the I systems if they are no longer provider personnel including immediately on personnel separation or termination or expiration of their employment or contractual arrangement and
    - iv prevent unauthorised access by any person to the I systems.

- 5.17 The provider must Notify the Department of any actual or suspected breach of the I systems immediately upon becoming aware of the actual or suspected breach including where a person may be planning to breach I security and such Notice:
- a may propose a course of action to ensure that the breach is remedied quickly and does not occur again and
  - b may include a proposal to temporarily suspend a user's access counsel and/or discipline a user.
- 5.18 In an actual or suspected breach of the I systems in respect of Personal Information clauses 20.3 to 20.7 mandatory Data Breach Notification will also apply.
- 5.18 On receipt of a Notice under clause 5.17 the Department may:
- a agree to the provider's proposal to remedy the actual or suspected breach
  - b require the provider to amend or include additional requirements and conditions in the proposal and to comply with those changes or
  - c require no further action from the provider in relation to the actual or suspected breach.
- 5.10 If the Department considers that the provider is, may be or has previously been in breach of this clause 5 or there is a risk of such a breach the Department may immediately:
- a suspend access to the I systems or any provider personnel
  - b require the provider to obtain new logon details for any provider personnel and
  - c require the provider to prepare and implement a Department approved I security remediation plan.
- 5.11 Any action taken by the Department under clause 5.20 does not limit any other rights it has under the Project Agreement or under the law.
- 5.12 The provider must do all things necessary to give effect to this clause 5 at no additional cost to the Department.

### Cybersafety Policy

- 5.13 The provider must comply with the following Cybersafety policy:
- a In this clause 5.23:
    - i **'Clients'** means persons who may use the provider's computers and/or other digital technology in delivering or receiving the benefits of the services including but not limited to the provider, the provider personnel and the public whether they be adult or Child.
    - ii **'Reasonable Steps'** means having in place strategies to minimise and manage risks of exposure to inappropriate or harmful online content by users of computers and particularly Children and may include but is not limited to having a policy in place regarding appropriate use and protection of Clients, installation of filters, audits and provision of information or training to the provider personnel regarding the risks of and protection from inappropriate or harmful online content.
  - b The provider must take Reasonable steps to ensure the cyber safety of Clients when performing its obligations under the Project Agreement.

- c The Department may by Notice require the provider to provide Documentary evidence demonstrating compliance with this Cybersecurity policy within 10 business Days of receiving such Notice.
- d The Cybersecurity policy may be amended by the Department by giving the provider Notice in writing.

### Personnel

5.24 The provider must ensure that provider personnel who are assigned to perform the services are fully trained competent and skilled and must advise its provider personnel that:

- a they may be Commonwealth public officials or the purposes of Division 142 of the Criminal Code and that Chapter 7 of the Criminal Code provides offences which attract substantial penalties including for the provider corruptly and other corruptly offences obtaining corruptly or financial advantage by deception offences involving fraudulent conduct bribery forgery and falsification of documents and
- b acting with the intention to dishonestly obtain a benefit or any person is punishable by penalties including imprisonment.

***[NOTE TO PROVIDERS: Under section 137.1 of the Criminal Code, giving false or misleading information is a serious offence punishable by penalties, including imprisonment.]***

5.15 The Department may direct the provider to remove provider personnel from a task relating to the services or a Project Agreement on any reasonable ground and must give written reasons for the removal. The provider must at its own cost promptly remove the personnel and where a suitable replacement personnel acceptable to the Department.

### Income generating activities

5.26 The provider must:

- a see prior written approval from the Department to undertake income generating Activities and comply with any guidance
- b ensure that Activities support economic development in the provider Region
- c charge a fair market price for any goods and services generated by the provider through delivery of the services and
- d see Documentary evidence of all income generating activities and related material including the Department's approval and provide such Documentary evidence to the Department on request.

### Community engagement

5.17 The provider must within each provider Region:

- a cooperate with community stakeholders in delivering the services including any community stakeholders as described in the Project schedule
- b identify programs or initiatives within the community which may help enable the eligible observers to fulfil their obligations
- c use reasonable endeavours to assist the local community to develop and increase economic opportunities and increase participation
- d use reasonable endeavours to work with the local community to identify the strategies and resources required to address barriers to employment and participation

- e use reasonable endeavours to help the local community to build strong social foundations that lead to better economic opportunities
- f liaise and cooperate with the Community Advisory Board in the Provider Region in relation to the design of community and economic development activities training opportunities or eligible job seekers applications submitted or processed or submission to the Department or the Capital Investment Fund or as otherwise directed by the Department in writing and
- g comply with any relevant guidance.

### Eligible Job Seeker Feedback

- 5.18 The provider must establish and publicise to eligible job seekers the existence and details of a process to allow eligible job seekers to provide feedback including complaints about the conduct of the services.
- 5.18 The provider must
- a ensure the feedback process is explained to all eligible job seekers on initial Contact with the provider and at any other time upon request by any eligible job seeker
  - b make copies of the feedback process available to eligible job seekers upon request
  - c ensure that all complaints received are investigated by an appropriately senior staff member
  - d ensure that all other feedback received by the provider is dealt with appropriately
  - e effectively communicate the outcome of any investigation and any action the provider proposes to take about a complaint to the complainant and if requested by the Department to the Department
- When approached by the Department actively assist:
- i the Department in its investigation of the matter
  - ii in negotiating a resolution to a complaint
  - iii other authorities in negotiating a resolution to a complaint if the relevant eligible job seeker has chosen to use other legislative complaints mechanisms and
  - iv not withhold services from a complainant or discriminate against a complainant because of a complaint.
- 5.30 If an eligible job seeker is dissatisfied with the results of the feedback process the provider must refer the eligible job seeker to the Department's National Customer Service Line for further investigation of the matter.
- 5.31 The provider must ensure its feedback process:
- a is consistent with the Head Agreement any guidance and where relevant the Code of Practice and the Service Guarantee and
  - b clearly indicates that eligible job seekers may also make a complaint directly to the Employment Services National Customer Service Line.
- 5.32 Upon request by the Department the provider must provide details of its feedback process.
- 5.13 The provider must have a Feedback Register which includes but is not limited to the following information:



- a details of all eligible feedback received directly by the provider and the outcome of any investigation where relevant
- b details of all eligible feedback referred to the provider by or through the Department and
- c in relation to complaints details of:
  - i the name of the eligible provider
  - ii where relevant the name of the provider personnel about whom the complaint refers
  - iii the name of provider personnel handling the complaint
  - iv the location or community in the provider Region to which the complaint relates
  - v the date of the complaint
  - vi the nature of the complaint
  - vii whether the complaint was referred to the provider or another entity by the Department
  - viii key contacts with the complainant and the action taken including dates
  - ix the outcome of the investigation
  - x the date of finalisation of the response to the complaint
  - xi any follow-up action required
  - xii if a complainant has been referred to the Department's National Customer Service Line including the date and
  - xiii any changes to the conduct of services or procedures or other actions resulting from the complaint.

## 6. Subcontracting

***[Note to Providers: If a person or business is subcontracted by the Provider to perform the Services, then the following subcontracting provisions will apply. Where a Subcontractor performs a substantial or critical part of the Services (such that, without them, it would be impossible for the Provider to meet its obligations under this Head Agreement) that Subcontractor will be a 'Material Subcontractor' for the purposes of the following clauses. All Material Subcontractors must sign a Deed Poll in the form of ANNEXURE 4 – PART A.]***

### General

- 6.1 The provider must not subcontract any aspect of delivery of the services without the Department's prior written approval. Such approval may be withheld granted or granted subject to conditions.
- 6.2 Unless otherwise agreed by the Department in writing in selecting subcontractors including material subcontractors the provider must ensure:
  - a the provider has sought a minimum of three quotes from three different prospective subcontractors in respect of the services to be subcontracted
  - b value or money is achieved in delivery of the services
  - c any conflicts of interest are declared and managed in accordance with clause 16 Conflict of Interest

- d it does not enter into a subcontract with a subcontractor named by the Director of the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth) and
  - e it has informed the subcontractor that their participation in performing the services under a Project Agreement may be publicly disclosed by the Department.
- 6.3 subcontracting all or any part of the provider's obligations under a Project Agreement including to a material subcontractor will not relieve the provider of any of its obligations under the Project Agreement and the provider will remain fully responsible or delivery of all the services in accordance with the Project Agreement and any debts that are incurred in accordance with clauses 9.18 to 9.22 Debt and interest.
- 6.4 The Department shall also a subcontractor including a material subcontractor does not imply any responsibility on behalf of the Department or ensuring:
- a the suitability of the subcontractor or the work proposed to be carried out or
  - b that the work carried out by the subcontractor meets the requirements of the Project Agreement.

### Material Subcontractors

- 6.5 The Department may approve services under a Project Agreement being provided by one or more material subcontractors.
- 6.6 A subcontractor will be a material subcontractor if in the Department's reasonable opinion the subcontractor:
- a performs a significant role in relation to the services including having Contact with eligible observers
  - b performs services that the Department considers to be material in nature
  - c undertakes a significant portion of the services including a significant portion of a provider Region or
  - d is essential to the provider being able to provide the services so as to meet the requirements of the Project Agreement.
- 6.7 Where services are performed by a material subcontractor the provider must:
- a provide the Department with the following information regarding each proposed material subcontractor:
    - i legal name registration number and registration status
    - ii address and contact details
    - iii the scope of the proposed services to be performed
    - iv the geographical location including identifiable specific sites in which the proposed services will be performed and any other information requested by the Department
  - b provide the Department with a Deed of Consent in the form set out in ANNEXURE 4 LA or as otherwise agreed by the Department which has been signed by the material subcontractor and
  - c obtain the Department's prior written approval of the use of the material subcontractor. Any entities described as material subcontractors in a Project schedule have been approved by the Department.

6.8 Where a Project Agreement requires the Provider to take an action or refrain from taking an action in relation to the Services the Provider must ensure that a Material Subcontractor takes that action or refrains from taking that action so that it at all times complies with the Project Agreement when performing those Services.

### Terms and conditions of Material Subcontracts

6.9 The Provider must enter into a Material Subcontract with each Material Subcontractor which contains terms acceptable to the Department. Every Material Subcontract must:

- a be in writing and validly executed by both parties
- b place obligations on the Material Subcontractor in respect of the Services to be provided by it that are equivalent to the Provider's obligations under the Project Agreement and consistent with the Department's rights under the Project Agreement
- c include a right of the Provider to provide a copy of the Material Subcontract to the Department if requested and
- d without limiting clause 6.9 b include the following contractual terms:
  - i the right of the Provider to terminate the Material Subcontract with immediate effect and without penalty to reflect the Department's ability to remove a Material Subcontractor under clause 6.12 Removal of a Subcontractor including a Material Subcontractor
  - ii an agreement to comply with the requirements of the Deed Agreement in relation to the provision of the Services which are the subject of the Material Subcontract
  - iii an acknowledgement that the services provided under the Material Subcontract are ultimately being performed for the benefit of the Department
  - iv an obligation of the Material Subcontractor to notify both the Department and the Provider within 7 days of the following occurring:
    - A the Material Subcontractor commits a material breach of any law of the Commonwealth, State or Territory or local government
    - B the Material Subcontractor becomes aware that an act or omission of the Material Subcontractor is being investigated by any Commonwealth, State or Territory or local government body or
    - C the Material Subcontractor is unable to pay all its debts as and when they become due and payable.

6.10 The Provider must also notify the relevant law enforcement authorities where clause 6.9 d i A applies.

6.11 The Provider:

- a must promptly provide a copy of the Material Subcontract and other relevant information about a Material Subcontractor to the Department upon request
- b warrant that it has received express permission from the Material Subcontractor to disclose the Material Subcontract to the Department
- c must ensure the Material Subcontractor is financially viable and has the necessary skills and appropriate insurance to perform the subcontracted Services
- d ensure that the Material Subcontractor is informed about all changes and proposed changes to the Deed Agreement or Project Agreement which may affect the Material Subcontractor's obligations under its Material Subcontract or the Deed

- e must not without the Department's prior written approval:
- i cease using an approved material subcontractor to provide the services or terminate any material subcontract with an approved material subcontractor in connection with a Project Agreement or
  - ii change the scope of the services provided by a material subcontractor or the geographical location or performance of those services which have been approved by the Department in relation to an approved material subcontractor.

### **Removal of a Subcontractor (including a Material Subcontractor)**

- 6.12 The Department may on any reasonable ground revoke approval of a subcontractor including a material subcontractor at any time by giving written Notice to the Provider. The Department will give written reasons for the revocation. The Provider must at its own cost ensure the subcontractor and subcontractor personnel cease all further involvement in the delivery of services and arrange a replacement that is acceptable to the Department within the time frames reasonably required by the Department.
- 6.13 A failure to comply with the requirements of this clause 6 in relation to a material subcontractor or material subcontract constitutes an event of default under the relevant Project Agreement and constitutes an event or circumstance identified for the purposes of clause 24.2 termination or reduction in scope or default.
- 6.14 The rights and remedies of the Department under any Project Agreement against the Provider or any default in the Provider's obligations under the Project Agreement are not affected or in any way diminished by any legal relationship between the Department and any material subcontractor including any legal relationship established by the execution and delivery of the Deed referred to in clause 6.7 b material subcontractors.

### **Restructuring of Material Subcontracting arrangements**

- 6.15 If at any time the Department or the Provider considers that it would be more desirable for the provision of the services to be restructured so that this Deed Agreement and/or a Project Agreement is novated to a material subcontractor and the Provider becomes a material subcontractor under that novated Deed Agreement and/or Project Agreement then:
- a that party must Notify the other party
  - b as soon as practical the parties must meet and consider the proposed arrangements or such a novation and subcontracting arrangement
  - c the Provider must do all things necessary to facilitate the material subcontractor and any other relevant subcontractors being a part of those meetings and consideration and
  - d the parties must endeavour to reach agreement on any restructuring and then promptly document and implement that agreement.
- 6.16 For clarity the parties undertaking or failing to undertake the process in clause 6.15 does not affect any other rights of a party under the Deed Agreement or Project Agreement.

## 7. Reporting and Records management

### Reporting

- 7.1 The Provider must provide Reports as described in this clause 7 and ANNEX 3 REPORTING.
- 7.2 The Provider must provide any additional Reports reasonably requested by the Department. Additional Reports must be provided within 10 Business Days of the Provider receiving a request unless another time frame is specified by the Department.
- 7.3 All Reports must be true, accurate and complete in English and in a form acceptable to the Department.
- 7.4 If the Department notifies the Provider in its absolute discretion that a Report is not satisfactory, the Provider must submit a revised Report within 20 Business Days of receiving such Notice from the Department.
- 7.5 If a Report is more than 20 Business Days overdue or is otherwise not to the Department's satisfaction, the Department may take action under clauses 23.4 and 23.5. Consequences of breach.
- 7.6 If required by the Department at no additional cost, the Provider must provide a suitably qualified, informed and authorised representative at any meeting arranged by the Department in order to discuss and accurately answer questions relating to any Reports provided by the Provider to the Department under the Project Agreement.

### Records management

- 7.7 The Provider must keep full and accurate Records relating to the conduct of the Services, including legible copies of Services Records, the Feedback Register and any other material as set out in the Guidance.
- 7.8 Unless otherwise directed by the Department, the Provider must record data relevant to the Services in the IT systems and maintain, store and keep Records in accordance with the Guidance, the Department's security policies, the Archives Act and the Privacy Act.
- 7.9 The Provider must ensure that data entered into the IT systems is true, accurate and complete at all times during the term.
- 7.10 The Provider must maintain Records for 7 years after the End Date or longer period if required by law.
- 7.11 The Provider must and must procure that its material subcontractors keep financial accounts of all transactions regarding the monies received under a Project Agreement or material subcontract:
- a in accordance with Australian equivalents to international financial reporting standards and
  - b such that all monies paid and held by the Provider are capable of being clearly and separately identified at all times during the term.
- 7.12 The Provider acknowledges that it and any material subcontractors may be considered a Commonwealth Service Provider or the purposes of Division 142 of the Criminal Code and the *Ombudsman Act 1976* (Cth) and subject to investigation by the Ombudsman under the *Ombudsman Act 1976* (Cth). The Department will not be liable for any cost of the Provider or

any material subcontractor in relation to any such investigation in connection with a Project Agreement.

## 8. Provider performance

- 8.1 The provider must:
- a comply with the Key Performance Indicators set out in the Project Schedule and
  - b deliver the services in accordance with this Project Agreement to achieve optimum performance against the Key Performance Indicators.
- 8.2 The Department may at any time conduct a Provider Performance Review which monitors measures and/or evaluates the provider's performance against the requirements of the Project Agreement. As part of a Performance Review the Department may consider:
- a the provider's compliance with the Project Agreement
  - b how the provider is progressing against the Key Performance Indicators
  - c whether the provider is likely to continue to progress against the Key Performance Indicators
  - d how the provider identifies and manages risk to give the best chance of achieving the Key Performance Indicators and
  - e any other relevant information.
- 8.3 If the Department carries out a Provider Performance Review the Department must provide feedback to the provider.
- 8.4 The Department may at any time undertake additional Provider Performance Reviews or undertake a Compliance Review of the provider.
- 8.5 The Department must give the provider reasonable Notice of any Compliance Review except where the Department holds a reasonable belief that the provider may have breached the Project Agreement.
- 8.6 For the purposes of this clause 8 the Department may rely on performance and other information collected from any source and take into account the performance of any material subcontractor when assessing the provider's performance under a Project Agreement including as part of a Provider Performance Review or a Compliance Review.
- 8.7 If the Department considers the provider's performance is not satisfactory including because of a failure to meet the Key Performance Indicators because of issues identified in a Compliance Review or any other reason the Department may by Notice:
- a require the provider to work with the Department to improve its performance or build capacity including by addressing governance financial or service delivery issues or through relevant training
  - b take action under clause 23.1 Suspension
  - c take action under clauses 23.2 to 23.9 Consequences of breach
  - d if the unsatisfactory performance meets the definition of a 'trigger event' in clause 25 Termination rights exercise rights under that clause and/or
  - e terminate the Head Agreement and/or any Project Agreement under clause 24.1 Termination or reduction in scope or default.

- 8.8 If the Department takes action under clause 8.7 a it may also develop a plan or require the provider to develop a plan setting out any required actions to address unsatisfactory performance. The provider must comply with any plan developed under this clause 8.8.
- 8.9 The Department must exercise its rights under clauses 8.2 to 8.8 reasonably and in good faith taking into account the relevant performance of the provider.

## 9. Payments and Funding

**[Note to Providers: The Project Schedule will specify the types of Payments and Funding (which are both 'Monies') that the Department must pay the Provider in relation to the Services described in the Project Schedule. The different types of Payments and Funding, and how they are calculated, are described in ANNEXURE 2 – MONIES to this Head Agreement.]**

- 9.1 Subject to sufficient funds being available and the provider complying with the Project Agreement.
- 9.2 The Department is not required to pay the provider any monies:
- which are not described in the Project Schedule or
  - in excess of the amounts or those monies calculated in accordance with ANNEXURE 2 MONIES.
- 9.3 Subject to clause 9.23 payments to material subcontractors the Department will pay all monies to the bank accounts specified in the Project Schedule at the times and in the manner specified in the Project Agreement.
- 9.4 The provider must not claim any monies from the Department where the requirements or the relevant payment or Funding under the Project Agreement have not been met.
- 9.5 The provider must not use any monies Assets or the Project Agreement as security to obtain or comply with any form of loan credit payment or other interest or for the creation of or in the course of any litigation.
- 9.6 Any payment dates specified by the Department are indicative only and time of payment of the monies is not of the essence.

### No double payments of Monies

- 9.7 Unless otherwise specified in the Project Agreement the provider must ensure and must procure that each material subcontractor ensures it is not entitled to and does not receive any payments from the Department or from any other Commonwealth state territory or local government bodies or providing activities or services to eligible observers which are the same as or similar to the services. The provider must be requested by the Department provide Documentary Evidence to demonstrate compliance with this clause 9.7.
- 9.8 If the Department determines in its absolute discretion that the provider or a material subcontractor is entitled to receive a payment other than monies from any Commonwealth state territory or local government body or providing services or activities to eligible observers which are the same as or similar to the services the Department may:
- pay the monies to the provider
  - decide not to pay the monies to the provider or
  - recover any payments or monies made by the Department to the provider as a debt in accordance with clauses 9.18 to 9.22 Debt and interest or

- d where the entitlement relates to a material subcontractor require the provider to make a payment or recover any payment made to the material subcontractor under a material subcontract.

### No charge to Eligible Job Seekers or Ineligible CDP Participants

- 9.8 Unless otherwise agreed in writing by the Department the provider must not demand, request or receive any payment or other consideration either directly or indirectly from any eligible job seeker or any Ineligible CDP participant or or in connection with the services.

### Evidence to support claims

- 9.10 The provider is not entitled to be paid any monies under the Project Agreement unless it:
- a has the ability to provide sufficient Documentary Evidence to prove that it delivered the relevant services in accordance with the Project Agreement
  - b has a valid A/N
  - c is registered or and
  - d has submitted to the Department a properly rendered Invoice or payment monies required by the Department a Invoice will be 'properly rendered' if it meets the requirements or an invoice specified in the guidance.
- 9.11 For the purposes of clause 9.10 the provider must:
- a retain the Documentary Evidence for such period as is required under clause 7.10 Records Management and
  - b provide the Documentary Evidence within 10 Business Days of receiving a request by the Department.
- 9.12 If the provider does not comply with a request by the Department under clause 9.11 b the Department may recover relevant monies as a debt in accordance with clauses 9.18 to 9.22 Debt and interest without recourse to any other rights the Department may have under the Project Agreement or at law.
- 9.13 The Department may contact employers, eligible job seekers and/or any other relevant parties to verify Documentary Evidence or to verify provision of the services.

### Management of Funding

- 9.14 Unless otherwise directed by the Department in writing or provided in the Project Schedule the provider must:
- a ensure all Funding is:
    - i immediately paid to and held in an account in the provider's name and to which it has legal and beneficial title and which it solely controls with an authorised deposit taking institution authorised under the *Banking Act 1959* Cth to carry on a banking business in Australia and
    - ii not transferred to any other account held by the provider
  - b ensure that the account is established solely to administer the Funding and separate from any other provider account
  - c on request from the Department provide the authorised deposit taking institution with an authority or the Department to obtain all details relating to any use of the account



- d identify the receipt and expenditure of the Funding separately within accounting Records so that at all times the Funding is identifiable and ascertainable
  - e account the Funding to the Department's satisfaction in accordance with the relevant provisions of the Project Agreement and any applicable guidance and account for any amount of interest it earns on the Funding and treat that amount as if it were Funding.
- 9.15 The Provider must not use any part of the Funding or any of the following purposes unless the Provider obtains the Department's prior written approval:
- a to make a loan or gift
  - b to pay sitting fees, allowances, travel expenses or similar payments to directors or members of the Provider's organisation or any related entities, including any parent or subsidiary company
  - c to pay commissions, success bonuses or similar benefits to personnel, members or consultants
  - d for overseas travel
  - e to conduct litigation or
- to transfer money, including as a payment, reimbursement, gift or loan, to a parent or subsidiary organisation of the Provider.

#### **Provider not entitled to an amount or amount not spent in accordance with a Project Agreement**

- 9.16 If the Provider becomes aware that it has been paid an amount it is not entitled to or some or all of a Funding payment has not been spent in accordance with the Project Agreement, the Provider must immediately Notify the Department.
- 9.17 The Department may by Notice require repayment of an amount as a debt or reduce any other Funding or payment under that or any other Project Agreement up to the relevant amount where:
- a the Provider is paid an amount it is not entitled to
  - b some or all of a Funding payment has not been spent in accordance with the Project Agreement or
  - c the Department otherwise determines an amount to be a debt in accordance with the Project Agreement.

#### **Debt and interest**

- 9.18 The Provider agrees to pay each amount owed or payable to the Department or which the Department is entitled to recover from the Provider under a Project Agreement, including any interest, as a debt due to the Department without any further proof of the debt.
- 9.18 If the Department Notifies the Provider that an amount is to be paid or repaid to it, the Provider must make the payment or repayment within 20 Business Days of receiving the Notice or other time Notified by the Department and in accordance with any other payment instructions included in the Notice.
- 9.10 If the payment or repayment as required under clause 9.18 does not occur within 20 Business Days, the Provider agrees to pay interest on the amount outstanding after the due date until the amount is paid in full.

- 9.21 Interest will be calculated at the general interest charge rate or a day determined under section 8AAD of the *Taxation Administration Act 1953* Cth on a daily compounding basis.
- 9.22 The Provider agrees that any obligation to pay interest under clauses 9.20 and 9.21 represents a reasonable estimate of the loss incurred by the Department.

### Payments to Material Subcontractors

- 9.13 If the Department determines in its sole discretion that it would be necessary or desirable to pay monies which are due and payable under a material subcontract or the provision of services to the relevant material subcontractor directly to ensure the continued delivery of the services it may do so and deduct the amount paid to the material subcontractor from monies that would otherwise be payable to the Provider under the Project Agreement. Any such payment made directly to a material subcontractor is deemed to be a payment of monies of an equivalent amount made to the Provider by the Department under clause 9.3 Payments and Funding of the Head Agreement.

### Sampling reviews

- 9.14 Without prejudice to any other rights of the Department under the Project Agreement or at law including the right to engage in any other form of sampling activity:
- a the Department may:
- i evaluate how the Provider has claimed monies by reviewing and investigating only a sample of claims or monies generally or of monies of a particular class or type **'Sample Review'** and
  - ii for the purposes of a Sample Review take into account data collected from any source without limitation and
- b if the results of a Sample Review as determined by the Department show that a Provider has in relation to all or a proportion of the claims or monies included in a Sample Review made claims or payments:
- i in breach of the Project Agreement or
  - ii in circumstances where it was not entitled to claim the payments

then the Provider is subject to clause 9.26 taken to have invalidly claimed all monies or that proportion of all monies as relevant for the period of the Sample Review **'Deemed Invalid Claims'**.

- 9.15 In relation to Deemed Invalid Claims the Department may at its absolute discretion and without limiting its other remedies under the Project Agreement or at law do any one or more of the following by providing Notice to the Provider:
- a exercise any of its rights or take any of the actions specified in clauses 8.7 a to 8.7 e or 8.8 Provider Performance or
  - b exercise any rights under clauses 24.10 to 24.12 Limited Damages.

### Sampling methodology

- 9.16 For the purposes of clause 9.24 the Department may use a 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. or a similar body that the methodology:

- a is or will give results that are statistically valid or the purpose of demonstrating the matters covered by clauses 9.24 to 9.27
  - b will provide at least a 95% confidence level that the proportion and/or value of invalid claims identified in the sample Register can be extrapolated under clause 9.24 b to the proportion and/or value of claims generally or of the relevant type or class of claims as relevant to the sample Register or the period of the sample Register.
- 9.17 The Department must disclose the methodology used in the sample Register to the provider before exercising the Department's rights under clause 9.25.

## 10. Assets

**[NOTE TO PROVIDERS: This section should be read in conjunction with the definition of Asset in Annexure 5]**

- 10.1 The provider must obtain prior written approval from the Department to use Funding to purchase lease or acquire an Asset. The approval may be conditional and may include requiring the provider to provide the Department with security over the Asset at the provider's own cost. Any Assets specified in the project schedule are approved for the purpose of this clause subject to any conditions also set out in the project schedule.
- 10.2 The provider must create and maintain a register of all Assets and provide the register to the Department on request. The register must include for each Asset:
- a a description of the Asset including the serial number and the location of the Asset
  - b the date of purchase lease or other acquisition
  - c the purchase lease or acquisition price
  - d the Admissible value of the asset
  - e the amount of any Funding or other monies used to purchase lease or otherwise acquire the Asset and the proceeds of any sale or disposal of the Asset.
- 10.3 Subject to any terms to the contrary in the project schedule and any interests the Department may have in any Asset the provider is fully responsible for each Asset and bears all risks relating to the Asset and its use.
- 10.4 The provider must not encumber or Dispose of an Asset without the Department's prior written approval. The approval may be conditional and may require the provider to repay an amount up to the Admissible value of the Asset within 20 Business Days of approval unless otherwise agreed by the Department.
- 10.5 During the term of the applicable project Agreement the provider must:
- a use each Asset in accordance with the project Agreement and only for the purposes of the services
  - b protect and maintain all Assets
  - c maintain appropriate insurance for all Assets to their full replacement value noting the Department's interest in the Asset and provide satisfactory evidence of this on request from the Department and
  - d maintain registration and licensing of any Asset required by law to be registered or licensed.

- 10.6 The pro identifier must comply with any Department directions requiring it to deal with Assets in a particular way at the completion of the term of the Project Agreement. This may include selling the Asset and returning the full sale amount to the Department or transferring the Asset to the Department or its nominee. If an Asset has transferred to the pro identifier from a Former pro identifier either directly or by any other entity and the Asset is not to be transferred to the Department or its nominee the Department may require the pro identifier to pay it an amount which is less than or equal to the value of any Commonwealth grant provided to the Former pro identifier or its acquisition.
- 10.7 Subject to any contrary written direction from the Department if an Asset is lost, damaged or destroyed the pro identifier must reinstate the Asset at its own cost including from the proceeds of the insurance and this clause 10 continues to apply to the reinstated Asset. Any proceeds of the insurance including any surplus after replacement of the previous Asset must be promptly notified to the Department and used and accounted for as Funding under the Project Agreement.
- 10.8 The pro identifier must:
- a) develop an assets disposal plan or Department approval within 20 business days of acquiring an Asset
  - b) see such approved assets disposal plan updated in accordance with any guidance and
  - c) provide a copy of the assets disposal plan to the Department upon request.
- 10.8 The assets disposal plan must account for Conflicts of Interest in the event that an Asset is sold or transferred to an employee, officer, subcontractor, subsidiary or shareholder of the pro identifier.
- 10.10 Subject to clause 10.6 at the end Date the pro identifier must Dispose of each Asset in accordance with the approved assets disposal plan required under clause 10.8 with the effect that neither the pro identifier nor any Related entity obtains any material or commercial benefit from the Disposal or subsequent use of that Asset. Any material or commercial benefit obtained by the pro identifier or a Related entity in contravention of this clause 10.10 may be recovered by the Department as a debt.

## 11. Tax and Invoices

- 11.1 The pro identifier must pay all taxes, duties and government charges levied in Australia or overseas in connection with the Project Agreement.
- 11.2 Subject to clause 11.3 all dollar amounts and all other consideration or a supply made under the Project Agreement are inclusive of GST unless stated otherwise.
- 11.3 If a payment of monies is made to the pro identifier which is not a payable supply:
- a) the pro identifier must promptly notify the Department when it becomes aware that it is not a payable supply
  - b) the amount payable by the Department is inclusive of GST and
  - c) the pro identifier must repay to the Department any amount paid to the pro identifier or as directed by the Department.
- 11.4 If a payment of monies is made to the pro identifier or which the pro identifier can claim an Input Tax Credit the pro identifier must promptly:

- a tell the Department the amount payable by the Department is reduced by the amount of the Input a Credit and
  - b repay to the Department any amount of over aid to the provider as directed by the Department.
- 11.5 The provider acknowledges that it is registered or [redacted] as at the time of entering into this Project Agreement. The provider must Notify the Department within 10 days if its A/N changes or it ceases to be registered or [redacted].
- 11.6 The Department acknowledges that it is registered or [redacted] as the time of entering into this Project Agreement and it will notify the provider if it ceases to be registered or [redacted].
- 11.7 Subject to clause 11.9 the Department must issue the provider with a Recipient Created a Invoice **RCTI** and/or any Adjustment Notes or any payable liabilities made by the provider under the Project Agreement:
- a within 28 days of determining the value of the payable liability to which the RCTI relates
  - b within 28 days of the date of the Adjustment event and
  - c by a/csimile email, re-aid post or through the IT systems.
- 11.8 If the Department issues an RCTI the provider must not issue a a Invoice or Adjustment Note or the payable liability to which the RCTI relates.
- 11.8 The Department may decide that it will not issue the provider with one or more RCTIs and instead direct the provider to issue a Invoices and/or Adjustment Notes to the Department. In accordance with any such direction the provider must:
- a submit a a Invoice to the Department or any payable liability before any monies are payable to the provider as consideration of the payable liability
  - b if an Adjustment event occurs issue any Adjustment Notes relating to a payable liability or which the provider has issued a a Invoice within 28 days of the Adjustment event
  - c not claim from the Department any amount or which the provider can claim an Input a Credit
  - d where any debt is re-aid including by offset under clause 11.7 provide the Department with an Adjustment Note if required by the Act and
  - e ensure a Invoices forwarded to the Department are correctly addressed and include the agreement number of the Project Agreement and the provider's name A/N and account details or payment by electronic funds transfer.
- 11.10 If the Department issues an RCTI and the amount of [redacted] aid by the Department is ultimately less than the provider's a/licable liability the Department must pay the provider an additional amount to cover that additional liability.

## 12. Compliance with laws, policies and Guidance

### General

- 12.1 The provider must comply and must ensure that any material subcontractors comply with all applicable laws and requirements of the Department and relevant state territory or local government laws and requirements and maintain all qualifications permits registrations and licences required of the usual delivery of the services including but not limited to those referred to in the Head Agreement and any additional requirements in the Project schedule.
- 12.2 The provider must comply with:

- a all Commonwealth policies and guidance expressly referred to in the Project Agreement and
- b any other relevant Commonwealth policies and guidance notified to the Provider by the Department from time to time.

### Compliance with specified laws

12.3 The Provider must comply with any obligations it has under the:

- a *Workplace Gender Equality Act 2012* Cth
  - b *Competition and Consumer Act 2010* Cth
  - c *Archives Act 1983* Cth
  - d *Fair Work Act 2009* Cth
  - e *Criminal Code Act 1995* Cth
- La s and
- g any other obligations under relevant work health and safety laws when dealing with its employees.

### Policies relating to communities

12.4 The Provider must take all reasonable steps to ensure it complies with any relevant community policies including any alcohol management plans in place in each community within a Region.

### Services on native title and Aboriginal lands

12.5 Before undertaking any exercises on land subject to native title or a land grant under a statutory land rights scheme or the benefit of Aboriginal or Torres Strait Islander people or to a native title claim or a land rights grant claim the Provider must:

- a consult with and be satisfied that the native title or land rights holders or claimants understand the nature of the exercises and have had an adequate opportunity to comment on the exercises even if there is no legal requirement to obtain their agreement to the exercises being conducted and
- b obtain all necessary authorities to undertake the exercises including where required by law obtaining access permits or entering into an Indigenous Land Use Agreement.

12.6 If the Provider is not able to obtain the necessary authority referred to in clause 12.5 b the Provider must immediately notify the Department in writing and the Department may either:

- a negotiate changes to the exercises with the Provider to either avoid the need for the relevant authorities to be obtained or otherwise address the issues preventing the relevant authorities from being obtained or
- b terminate the Head Agreement and/or any Project Agreement in whole or in part under clause 24.1 termination or reduction in scope or default.

12.7 The Department will not be liable to pay the Provider any costs arising from the termination of the Project Agreement under clause 12.6 b.

### Work health and safety

12.8 The Provider must ensure appropriate work health and safety policies and procedures are in place at any premises or facilities used to deliver the exercises and must:

- a comply with any reasonable work health and safety policy procedures or instructions notified by the Department
  - b comply with any directions on work health and safety issued by any person having authority under law to do so and
  - c provide evidence of compliance with work health and safety laws whenever requested by the Department.
- 12.8 Where a Notifiable Incident arises in connection with the provision of the services the provider must give to the Department:
- a Notice of such incident and a copy of any written notice provided to the Regulator as soon as possible after the Notifiable Incident has occurred
  - b 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 within 10 days
  - c the full details of such incident including:
    - i any suspected contravention of the Law
    - ii any workplace entry by a permit holder or an inspector
    - iii any proceedings against the provider or any decision or request by the Regulator under the Law within 24 hours of becoming aware of such circumstances and
    - iv copies of all notices and correspondence issued to the provider under the Law within 24 hours of receiving any such notice or correspondence.
- 12.10 The provider must cooperate with any investigation undertaken by the Department concerning any Notifiable Incident or breach or alleged breach of the Law or any audit or work health and safety performance arising in respect of the services.

### Working with Vulnerable Persons

- 12.11 Before engaging or employing any person whether an officer employee contractor material subcontractor personnel volunteer or in any other capacity in relation to any part of the services that may involve contact with a vulnerable person the provider must:
- a confirm that no Commonwealth state or territory law prohibits the person from being engaged in a capacity where they may have contact with a vulnerable person
  - b be satisfied in relation to participants or services conduct police checks or all eligible employees Ineligible CD participants and provider personnel engaging in activities involving vulnerable people in the state and/or territory where the activities are being conducted and
  - c comply with all other legal requirements of the place where the services are being delivered in relation to engaging or employing persons in a capacity where they may have contact with vulnerable persons including all necessary working with Children Checks.
- 12.12 If a police check or any other check conducted pursuant to clause 12.11 establishes that an individual who is provider personnel an eligible employee but not including participants or services an Ineligible CD participant or any other person employed in relation to the services has:
- a a serious offence record

- b pending charges or a serious Offence or
- c is convicted of a serious offence during the term

the Provider must not inolve or must cease involing that person in activities which form part of the services which involve contact with vulnerable persons unless otherwise directed by the Department and must use its best endeavours to involve the relevant eligible employees in suitable alternative activities.

12.13 In relation to all obligations under the Project Agreement the Provider must:

- a ensure that all checks remain current in order to ensure compliance with all legal requirements in accordance with clause 12.11
- b immediately Notify the Department if any person who is prohibited from having contact with a vulnerable person is engaged or employed by the Provider and has or may have contact with a vulnerable person and comply with clause 12.12 in respect of such a person
- c complete a risk assessment to identify the level of contact with vulnerable persons and the level of risk of harm or abuse to vulnerable persons
- d develop and apply an appropriate risk management strategy in relation to working with vulnerable people
- e deliver training and establish a compliance regime in relation to working with vulnerable people and comply with any additional policies or requirements relating to contact with vulnerable persons police checks and criminal history checks as required by the Department from time to time.

12.14 The Provider must report to the Department:

- a on the Provider's compliance with clauses 12.11 to 12.13 by no later than 31 October each year and in such form as may be specified by the Department and
- b on any other matter relating to the Provider's working with vulnerable people upon request by the Department.

12.15 If the Provider does not comply with clauses 12.11 to 12.14 the Department may immediately terminate the Head Agreement and/or any Project Agreement under clause 24.1 termination or reduction in scope or default.

### 13. Corporate governance

#### General

13.1 Unless the Department has provided its prior written consent the Provider must not employ, engage or elect any person to a role in its management or financial administration or to conduct the services if:

- a the person is an undischarged bankrupt
- b there is in operation a composition deed of arrangement or deed of assignment with the person's creditors under the law relating to bankruptcy
- c the person has suffered insolvency or a debt and the judgment has not been satisfied
- d subject to Part IIC of the *Crimes Act 1914* Cth the person has been convicted of an offence within the meaning of section 85(1) of that Act unless:



- i that conviction is regarded as spent under section 85(2) taking into consideration the application of Division 4 of Part IIC
  - ii the person has granted a free and absolute pardon because the person has wrongfully convicted or the offence or
  - iii the person's conviction or the offence has been washed
- e the person is or was a director or a person 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 Department and where the failure gave the Department the right to terminate the agreement or
- the person is otherwise prohibited from being a member, director, employee or responsible officer of the provider's organisation.
- 13.2 The provider must take reasonable steps to satisfy itself that clauses 13.1(a) to 13.1(d) do not apply to anyone it has employed, engaged or elected or to anyone it intends to employ, engage or elect to a role in its management or financial administration or to conduct the exercises. The provider must provide information to the Department about those steps upon request together with Documentary Evidence that those steps have been taken.
- 13.3 Where a person who falls or is discovered as falling within clause 13.1 is employed, engaged or elected by the provider in a role in management or financial administration or to conduct the exercises the provider must:
- a transfer the person to a position that does not have a role in management or financial administration or
  - b terminate the employment or engagement of the person or remove the person from office and
  - c immediately Notify the Department of the action taken.

### Change of Control

- 13.4 Subject to clause 13.5 the provider must Notify the Department at least 15 Business Days prior to any proposed Change of Control of the provider or any material subcontractor.
- 13.5 If a Change of Control occurs as a result of a transfer of shares or other interests listed on a recognised stock exchange and advance notification to the Department could not have been provided in accordance with clause 13.4 the provider must provide that Notification within 5 Business Days after the Change of Control or earlier if practicable.
- 13.6 Any Notification provided to the Department in accordance with clause 13.4 or 13.5 must include the following details:
- a the ownership and management arrangements of the provider or the material subcontractor that are in place immediately before the change or if the change has yet to occur that are currently in place
  - b the ownership and management arrangements of the provider or the material subcontractor that have been or will be put in place as a consequence of the change or if the change has yet to occur that the provider reasonably expects to be put in place if the change occurs
  - c the impact in any that the change has on the provider's or the material subcontractor's ability to meet its obligations under the Project Agreement or relevant material subcontract or if the change has yet to occur that the provider reasonably expects to have on that ability

- d the impact that the change has on the provider's ability to meet its obligations under clause 13.22 Indigenous requirements or if the change has yet to occur that the provider reasonably expects to have on its ability to meet those requirements and
- e the steps the provider has taken to minimise the impact of the change or prospective change.
- 13.7 If the provider is a partnership the provider must not permit to occur any change to the composition of the partnership without the prior written consent of the Department as relevant. Such consent may be withheld, granted or granted subject to conditions.
- 13.8 The provider must ensure that its chief executive officer and chief financial officer or equivalent officers and board members understand their obligations under the Head Agreement and their duties and responsibilities under any relevant legislation and that such persons comply with any other accountability and/or governance measures as directed by the Department from time to time.
- 13.9 The provider must obtain a completed credentials information form as supplied by the Department from any director or member of its or its material subcontractor's board of management or executive and supply it to the Department in response within 10 Business Days of the date of the request. If the provider becomes aware of a material change to the information provided in a credentials information form it must inform the Department as soon as possible.
- 13.10 If the provider or a material subcontractor does not comply with clauses 13.1 to 13.9 Corrupt governance the Department may:
- take action under clause 23.1 Suspension
  - take action under clauses 23.2 to 23.9 Consequences of breach and/or
  - terminate this Head Agreement and/or any Project Agreement under clause 24.1 Termination or reductions in scope or default.
- 13.11 If in the sole opinion of the Department a Change of Control in relation to the provider or material subcontractor would:
- have or be likely to have an undesirable effect on the delivery of the services or the ability of the provider or any material subcontractor to perform its obligations under a Project Agreement or material subcontract
  - result in the provider being unable to meet its obligations under clause 13.22 Indigenous partnership representation and employment
  - otherwise be deemed undesirable by the Department or likely to bring the Department into disrepute or
  - where the provider is a partnership and there is a change to the composition of the partnership without the prior written consent of the Department
- then the Department may:
- terminate this Head Agreement and/or any Project Agreement or reduce the scope of services under any Project Agreement or default under clause 24.1 Termination or reduction in scope or default
  - exercise its step-in rights under clause 25 Termination or
  - remove its approval of the relevant material subcontractor under clause 6.12 Removal of a subcontractor including a material subcontractor.

### Incorporation

- 13.12 If the provider is a body corporate it warrants that its constitution is not inconsistent with this Head Agreement or any Project Agreement and must provide a copy of its constitution to the Department upon request.
- 13.13 If the provider intends to amend its constitution or changes its structure, management or operations in a way that could reasonably be expected to have an adverse effect on its ability to comply with the Project Agreement, the provider must Notify the Department as soon as possible.
- 13.14 If the provider alters its constitution, structure, management or operations in a way that the Department considers will affect the provider's ability to comply with the Project Agreement, the Department may terminate the Head Agreement and/or any Project Agreement immediately under clause 24.1 Termination or reduction in scope or default.

### External administration

- 13.15 The provider must give to the Department immediately upon receipt or generation a copy of:
- a any notice requiring the provider to show cause why it should not come into any form of external administration referred to in clause 13.15 b.
  - b any record of a decision by the provider, notice or orders that the provider has or will come under one of the forms of external administration referred to in:
    - i Chapter 5 of the *Corporations Act 2001* Cth
    - ii the equivalent provisions in the incorporated associations legislation of the Australian states and territories or
    - iii Chapter 11 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* Cth
  - c any statutory demand within the meaning of sections 459 and 459F of the *Corporations Act 2001* Cth
  - d documentation of proceedings initiated with a view to obtaining an order for the provider to be wound up
  - e any decisions and orders of any court or tribunal made against the provider or in relation to the provider, including an order for the provider to be wound up and any notice that a shareholder, member or Director is convening a meeting or the purpose of considering or passing any resolution of the provider to be wound up.
- 13.16 If any of the following events occur, the provider must immediately give Notice of the event to the Department:
- a the provider has come under any one of the forms of external administration referred to in clause 13.15
  - b the provider is ceasing to carry on business
  - c the provider is no longer willing or able to provide the services in accordance with the Project Agreement or
  - d the provider becomes aware that any of the events referred to in clauses 13.15 a to 13.15 d have occurred in relation to any material subcontractor.

### Strengthening Organisational Governance

- 13.13 Clauses 13.18 to 13.21 require the pro-ider to be or become incorporated in certain circumstances.
- 13.18 The incorporation requirement applies if the total value of all Indigenous grants received by the pro-ider in a financial year equals 500 000 or more including the pro-ider:
- a is not a statutory body or a state territory or local government and
  - b has not received an exemption from the incorporation requirements in clauses 13.18 to 13.21 from the Minister for Indigenous Affairs or the Minister for Indigenous Affairs delegate.
- 13.19 If the incorporation requirement applies:
- a the pro-ider must be or become incorporated in accordance with clause 13.20 and
  - b the incorporation must occur within 6 months of the date that the agreement or variation is executed resulting in the total value of all Indigenous grants in a financial year equalling 500 000 or more including .
- 13.10 The pro-ider must be or become incorporated:
- a if the pro-ider is an Indigenous Organisation under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* Cth or
  - b if the pro-ider is not an Indigenous Organisation under the *Corporations Act 2001* Cth .
- 13.11 Once the pro-ider is or becomes incorporated in accordance with clause 13.20 it must remain incorporated for the remainder of the term of all Indigenous Grant Agreements.

### Indigenous ownership, representation and employment

- 13.22 The pro-ider must be:
- a at least 50% owned by Indigenous Australians
  - b able to demonstrate equal Indigenous representation and involvement in its management or
  - c able to demonstrate that at least 50% of the persons employed by the pro-ider are Indigenous including in positions of authority with the ability to make key decisions regarding the pro-ider's finances operations human resourcing and delivery of the services
- at the time of signing each project schedule and during the term unless:
- d the Minister grants an exemption to this clause 13.22 or
  - e as otherwise agreed in writing by the Department.
- 13.23 The pro-ider must:
- a immediately Notify the Department of any change in circumstances that affects or may affect its ability to meet the requirements set out in clause 13.22 and
  - b provide a Report and/or any other Documentary evidence detailing compliance with clause 13.22 if required to do so by the Department.
- 13.24 If the pro-ider does not comply with clauses 13.22 or 13.23 the Department may terminate the Head Agreement and/or any Project Agreement under clause 24.1 termination or reduction in scope or default.

#### 14. Indemnity

- 14.1 The provider indemnifies the Commonwealth its officers employees and contractors against any claim loss or damage arising in connection with:
- a the performance of its obligations under the Project Agreement and
  - b the Commonwealth's permitted use of services material or existing material.
- 14.2 The provider's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission in whole or in part on the part of the Commonwealth contributed to the claim loss or damage.

#### 15. Liability

##### Joint and several liability

- 15.1 Where the provider is a partnership each partner in the partnership is jointly and severally liable for:
- a the performance of all provider obligations under a Project Agreement and
  - b all losses caused by any subcontractor including any material subcontractor engaged or the use of any Project Agreement.

#### 16. Conflict of Interest

- 16.1 The provider must promptly Notify the Department of any Conflict of Interest actual potential or perceived and including in relation to any material subcontractor that is relevant to a Project Agreement and must take appropriate action to resolve or otherwise address the conflict to the Department's satisfaction.
- 16.2 Without prejudice to any other provision of the Project Agreement the provider must ensure that each board member and each member of the provider's personnel appointed to a managerial position signs a Conflict of Interest declaration in a form approved by the Department prior to performing any provider obligations under or in connection with the Project Agreement and the provider must retain copies of such declarations for the term.
- 16.3 The provider must keep an accurate Conflict of Interest register throughout the term including the action taken to resolve the Conflict of Interest and the outcome of that action and provide a copy of the Conflict of Interest register and any relevant Conflict of Interest declarations to the Department immediately upon request.
- 16.4 If the provider does not comply with this clause 16 the Department may terminate the Head Agreement and/or Project Agreement under clause 24.1 termination or reduction in scope or default.

#### 17. Fraud

- 17.1 The provider must not engage in fraudulent activity in relation to the Project Agreement and must take all reasonable steps to prevent fraud on the Department.
- 17.2 The provider must report all suspected fraudulent activity to the Department immediately at the following email addresses: fraud.mc.go.au and CD.compliance.mc.go.au.
- 17.3 The provider must implement an appropriate fraud control plan within 30 days of signing the Head Agreement and provide a copy to the Department immediately upon request.

- 17.4 If the Department determines in its absolute discretion that the provider or any material subcontractor has engaged in fraudulent activity or conduct without limiting any rights under the Project Agreement or at law the Department may:
- a take action under clause 23.1 Suspension
  - b take action under clauses 23.2 to 23.9 Consequences of breach
  - c take action under clause 25 Termination of rights
  - d terminate the Head Agreement and/or any Project Agreement immediately in accordance with clause 24.1 Termination or reduction in scope or default.

## 18. Insurance

- 18.1 The provider must, or as long as any provider obligations remain in connection with this Head Agreement, maintain adequate insurance with an insurance company authorised by the Australian Prudential Regulatory Authority established under the *Australian Prudential Regulatory Authority Act 1988* (Cth). This insurance must include:
- a public liability insurance of not less than 10 million for each claim
  - b workers compensation insurance as required by law
  - c motor vehicle insurance as required by law for registered vehicles and third party damage motor vehicle with a limit of indemnity of not less than 20 million for each and every occurrence for all motor vehicles used by the provider in carrying out the services
  - d if the provider is engaged to provide CD services personal accident insurance coverage providing a sliding scale of benefits in conformance with current insurance market practices or such policies with a maximum benefit being not less than 250 000 per claim to cover eligible employees and Ineligible CD participants while on provider premises or undertaking any Activity not specified in any guidance as one that is otherwise covered by the Department's insurance
  - e professional indemnity insurance of not less than 5 million for each claim and in the aggregate for each year
  - f insurance in relation to Assets as required by clause 10.5 c and
  - g any specific additional insurance requirements specified in the Project Schedule.
- 18.2 The provider must:
- a undertake a risk assessment including risks for each Activity in accordance with the guidance
  - b regularly review that risk assessment at least once each year and promptly after any Notifiable Incident and update it as required to ensure that it accurately reflects all identified risks and contains appropriate actions and strategies to remove or mitigate those risks to the extent possible
  - c ensure that all Activities are delivered in accordance with the scope of insurance cover outlined in the Department's public liability and personal injury insurance policy as advised to the provider or any eligible employee or Ineligible CD participant
  - d brief eligible employees and Ineligible CD participants on emergency procedures and fire, health and safety requirements before each Activity commences
  - e take all reasonable steps and act in accordance with any guidance to ensure CD participants are fully informed of their rights and obligations in relation to fire, health

and safety and insurance cover applicable to any incident arising in connection with undertaking any Activity and

relate to any eligible employee and Ineligible CD participant who is injured during an Activity their rights and obligations their level of insurance cover and the process or making a claim against the Departments or the provider's insurance policies.

- 18.3 When requested the provider must provide the Department with satisfactory evidence that the provider has complied with its obligations under this clause 18 within 10 Business Days of receiving the request.

## 19. Intellectual Property Rights

- 19.1 The provider owns the Intellectual Property Rights in services material.
- 19.2 This Head Agreement does not affect ownership of Intellectual Property Rights in existing material or Department material.
- 19.3 The provider gives the Department a world wide perpetual non-exclusive irrevocable royalty free and fee free licence to use reproduce publish adapt and exploit services material and any existing material provided to the Department or Department purposes. The provider also gives the Department the right to sublicense the services material and any existing material provided to the Department to the public under a Creative Commons Attribution CC licence.
- 19.4 The provider warrants that it is or will be entitled to deal with the Intellectual Property Rights in existing material and the services material in the manner provided for in clauses 19.1 and 19.3.
- 19.5 The Department gives the provider a world wide non-exclusive royalty free licence to use Department material only for the purposes of the Project Agreement. This licence is revocable on 10 Business Days Notice by the Department and expires on the services end Date.
- 19.6 The provider must comply with any request of the Department to bring into existence sign execute or otherwise deal with any document that may be necessary or desirable to give effect to this clause 19.

## 20. Privacy, confidentiality and data protection

### Privacy

- 20.1 The provider must:
- comply with the Privacy Act at all times during the term
  - not do anything which is done by the Department would be a breach of the requirements of Division 2 of Part III of the Privacy Act
  - comply with any relevant Department privacy policies issued from time to time
  - ensure that no personal information is transferred outside of Australia and that personal information cannot be accessed from a location outside of Australia unless the Department has agreed otherwise in writing and
  - comply with the requirements under Division 3 Confidentiality of Part 5 of the *Social Security (Administration) Act 1999* Cth.
- 20.2 An act done or a practice engaged in by the provider or a subcontractor to meet an obligation under the Project Agreement is authorised for the purposes of sections 6A 2 and 6 2 of the

Privacy Act but otherwise remains subject to the obligations in the Project Agreement including this clause 20.

### Eligible Data Breach Notification

20.3 For the purpose of clauses 20.4 to 20.7 **Eligible Data Breach** has the meaning given in the Privacy Act.

20.4 If the Proider has reasonable grounds to suspect there may have been an event which amounts to an Eligible Data Breach the Proider must:

- a as soon as possible but within no more than 2 Business Days Notify the Department
- b comply with its obligations under the Privacy Act in relation to that event
- c provide the Department with all information requested by the Department about the event and
- d direct the Department to participate in the Proider's assessment of the event and whether it amounts to an Eligible Data Breach.

20.5 If the Proider acting in compliance with clause 20.4 determines that an Eligible Data Breach has occurred and notification of that Eligible Data Breach is required under the Privacy Act:

- a if requested by the Department the parties must meet to discuss and endeavour to agree how to issue the notification but if the parties are unable to agree then the Department will acting reasonably decide which party will issue that notification
- b if the Proider is to issue a notification then the Proider must:
  - i as soon as possible but within no more than 5 Business Days provide the Department with a draft of the notification
  - ii make any changes to the draft notification that are reasonably required by the Department and
  - iii issue the notification in accordance with the requirements of the Privacy Act including any applicable time periods.
- c If the Department is to issue the notification then the Department must:
  - i as soon as possible but within no more than 10 Business Days notify the Proider and provide a draft of the notification
  - ii make any changes to the notification that are reasonably required by the Proider or consistency with the Privacy Act and
  - iii issue the notification in accordance with the requirements of the Privacy Act including any applicable time periods.

20.6 The Proider must ensure that:

- a the Department is promptly notified of any investigation or other action taken by the Information Commissioner in connection with any actual or suspected Eligible Data Breach or notification in relation to that matter and
- b the Department is kept informed in relation to that investigation or other action.

20.7 The parties acknowledge and agree that nothing in clauses 20.3 to 20.6 affects their obligations under the Privacy Act or a Project Agreement unless otherwise agreed in writing by the parties.

### Confidentiality



- 20.8 The parties must not disclose each other's Confidential Information without prior written consent of the party whose information is to be disclosed.
- 20.9 A party does not breach clause 20.8 to the extent that the Confidential Information is:
- disclosed by a party to its personnel solely for the purpose of the Head Agreement or Project Agreement or to manage, evaluate or audit any services
  - disclosed by the Department to another Commonwealth agency to the responsible minister in response to a request by a House or Committee of the Parliament of the Commonwealth of Australia or in accordance with other Commonwealth accountability requirements
  - authorised or required to be disclosed by law or in the case of the Department by Commonwealth policy or
  - in the public domain otherwise than due to a breach of clause 20.8.
- 20.10 Subject to clause 20.11 nothing in the Project Agreement is intended to restrict or prevent the roider from engaging in public debate on any Commonwealth law, practice or policy and the roider does not need the Department's prior approval to be involved in such public debate.
- 20.11 The roider must comply at all times with its obligations under the Project Agreement to not disclose personal information or confidential information as defined in the *Not-for-Profit Sector Freedom to Advocate Act 2013* (Cth).

#### Access to premises and records

- 20.12 Subject to clause 20.13 and on written request the roider agrees to give the Department and/or its authorised representatives access to:
- all premises being used to perform obligations under a Project Agreement and
  - all Records and other material relating to a Project Agreement including all copies of these items.
- 20.13 Access under clause 20.12 must be provided within 48 hours of the roider receiving the request or any shorter time set out in the request. The Department may require immediate access where there are public health or safety concerns or in the circumstances listed in clause 20.14.
- 20.14 The Department and/or its authorised representatives may remove and retain any Records and other material relevant to an investigation in relation to:
- an actual or suspected breach of the law
  - a breach of the Project Agreement or
  - actual or suspected fraud.
- 20.15 This may include removing and retaining material not related to the services. The Department must return a copy of that material within a reasonable period of time.

#### Freedom of Information requests

- 20.16 For the purposes of the Department's compliance with the *Freedom of Information Act 1982* (Cth) it:
- the Department receives a request for access to a document relating to the performance of a Project Agreement which is created by or in the possession of the roider or a subcontractor and

b the Department gives written Notice to the provider  
 the provider must immediately on receipt of the Notice provide the Department with the document as specified in the Notice and provide any other assistance and material required by the Department to comply with the request or access.

## Audits

- 20.17 The Department or its nominee may at the Department's expense conduct an audit of the provider's performance where the provider has or may have breached the Project Agreement during the term or as otherwise notified by the Department.
- 20.18 The provider must fully cooperate with any audit by the Department or its nominee and assist the Department and/or its nominee to conduct any audit including by providing access in accordance with clauses 20.12 to 20.17 Access to premises and records Freedom of Information requests and Audits .

## 21. Acknowledgement and publicity

- 21.1 The provider must acknowledge the Department's support in any material published in connection with the services and must use any form of acknowledgment of the Department reasonably specified.
- 21.2 The provider must not use the Commonwealth Coat of Arms or departmental logos make any public announcements or organise or be involved in any media events relating to the Project Agreement without the Department's prior written approval.
- 21.3 The Department may publicise and report on the services and on the Project Agreement including by:
- publicising the name of the provider or any material subcontractor and the amount of payments of monies given to the provider or material subcontractor
  - disseminating advice about best practice to other providers or
  - publishing any information concerning the provider's performance under the Project Agreement.

## 22. Dispute resolution

- 22.1 The parties must not commence any legal proceedings in respect of any dispute arising under the Project Agreement until the procedure provided by this clause 22 has been used.
- 22.2 Any dispute between the parties arising during the course of the Project Agreement must initially be dealt with as follows:
- in the first instance and if relevant any dispute in relation to the Project Agreement is to be dealt with through the process outlined in any guidance attached
  - the party claiming that there is a dispute will send the other party a written Notice setting out the nature of the dispute
  - the parties will try to resolve the dispute through direct negotiation by persons who they have given authority to resolve the dispute and
  - the parties have 10 business Days from the receipt of the Notice by the other party to reach a resolution or to agree that the dispute is to be submitted to mediation or some other alternative dispute resolution procedure on such terms as is agreed by the parties.

- 22.3 If there is no resolution of the dispute following the procedures set out in clause 22.2 either party may commence legal proceedings.
- 22.4 This clause 22 does not apply if:
- a either party commences legal proceedings or urgent interlocutory relief
  - b the Department takes action pursuant to a right accorded to it under the Project Agreement including under clauses 23 Breach of Project Agreement 24 Termination or 25 Intellectual Property Rights or
  - c an authority of the Commonwealth a State or Territory is investigating a breach or suspected breach of the law by the Provider.
- 22.5 Both parties must continue to perform their obligations under the Project Agreement despite any dispute unless requested in writing by the other party not to do so.
- 22.6 Each party must bear its own costs in complying with this clause 22.

### 23. Breach of Project Agreement

#### Suspension

- 23.1 Without limiting any other rights under the Project Agreement or at law here:
- a the Department is of the opinion that:
    - i the Provider may be in breach of its obligations under the Project Agreement
    - ii the Provider has outstanding or unaccounted money under any arrangement whether contractual or statutory with the Department
    - iii the Provider may be engaged in fraudulent activity or conduct or
  - b another provision of the Project Agreement allows the Department to take action under this clause 23.1

then:

- a the Department may suspend without consent the whole or any part of the Project Agreement for a period no longer than 20 Business Days **Suspension Period** by giving Notice to the Provider and the Provider must suspend or under the Project Agreement promptly and comply with any directions from the Department in respect of the suspension
- b the Provider will not be entitled to any compensation or a suspension
- c during the suspension period the Department may further investigate the matters giving rise to the suspension and the Department may exercise any other right or remedy in the Project Agreement in relation to those matters and
- d at the end of the suspension period the Department must either:
  - i Notify the Provider that the suspension is lifted in which case the Provider must recommence provision of the services in accordance with the Project Agreement or
  - ii consider whether the requirements of clause 23.4 have been satisfied and take action under clause 23.5.

### Consequences of breach

- 23.2 If the pro-ider breaches a term or condition of the pro-ect Agreement and the breach is capable of being remedied the De-artment may give the pro-ider a Notice requiring it to remedy the breach or to provide a remediation plan that is acceptable to the De-artment.
- 23.3 The pro-ider must comply with any Notice and any accepted remediation plan under clause 23.2 in the required time frames and to the De-artment's reasonable satisfaction.
- 23.4 If:
- the pro-ider does not comply with clause 23.3 or
  - the pro-ider breaches a term or condition of the pro-ect Agreement and the breach is incapable of being remedied or
  - another provision of the pro-ect Agreement allows the De-artment to take action under this clause 23.4
- then the De-artment may exercise one or more of the remedies set out in clause 23.5.
- 23.5 If the requirements of clause 23.4 have been satisfied the De-artment may exercise one or more of the following remedies:
- suspending Re-errals Direct Registrations any services or any payment obligations under the pro-ect Agreement in whole or in part
  - withholding or deferring in whole or in part any payment obligations payable under the pro-ect Agreement
  - reducing or not paying specific payments or obligations that would otherwise have been payable in respect of the relevant obligation or any other payments that would otherwise have been payable to the pro-ider by the De-artment
  - where the De-artment has already made a payment or payments of obligations under the pro-ect Agreement recovering at the De-artment's absolute discretion some or all of the payment of obligations as a debt
  - imposing additional conditions under the pro-ect Agreement such as financial performance or reporting obligations
    - either itself or through a third party take control or management of all or part of the services in accordance with clause 25.1 in Rights and/or
  - exercise of termination rights under clauses 24.1 to 24.9 termination.
- 23.6 The De-artment must exercise any rights under clause 23.5 reasonably taking into account the nature and extent of the relevant breach or other circumstances.
- 23.7 Where the De-artment takes action under clauses 23.5 a to 23.5 g the pro-ider must provide sufficient assistance and cooperation to enable the services to continue. This includes complying with any De-artment directions including the nomination of relevant third party contracts assignment of leases licences and consents or transferring services material to the De-artment or its nominee.
- 23.8 The De-artment may determine at its absolute discretion that any costs incurred in taking action under clause 23.5 are a debt of the pro-ider of clause 9.18 Debt and interest and require the pro-ider to pay to the De-artment the amount of the debt in accordance with that clause.
- 23.8 The pro-ider must continue to deliver all services not affected by the exercise of a right under clauses 23.5 a to 23.5 g unless otherwise directed by the De-artment.

## 24. Termination

### Termination or reduction in scope – for default

- 24.1 In certain circumstances the Department can immediately by giving Notice:
- a terminate the Head Agreement and/or any Project Agreement or
  - b reduce the scope of the Head Agreement and/or Project Agreement with effect on and from the date specified in the Notice.
- 24.2 The circumstances that allow action under clause 24.1 are where the Department reasonably believes that the Provider has:
- a breached a term or condition of the Head Agreement and/or Project Agreement and failed to remedy the breach in accordance with clauses 23.2 and 23.3 Consequences of breach
  - b breached any law
  - c become bankrupt or insolvent entered into a creditors scheme or arrangement or come under any form of external administration
  - d become unable to pay its debts as and when they fall due
  - e there is a Change in Control or a change in any person involved in the management of the Provider which the Department reasonably believes will negatively affect the Provider's ability to comply with the Head Agreement and/or Project Agreement or provide false or misleading statements or incorrect information or
  - g another provision in the Head Agreement and/or any Project Agreement allows the Department to terminate under clause 24.1.
- 24.3 Where the Department gives a Notice under clause 24.1 to terminate or reduce scope:
- a the Provider must:
    - i stop performing obligations in accordance with the Notice and comply with any other reasonable directions in the Notice
    - ii take all reasonable steps to minimise loss resulting from the termination or reduction in scope
    - iii take all reasonable steps to protect Department material and services
      - i continue or on any part of the services not affected by the Notice
  - b the Department is not liable to make any further payments or Funding payments in relation to the terminated Head Agreement and/or Project Agreement or reduced scope and
  - c the Department can take action under clause 24.4 in relation to any Funding amount that has not been sent in accordance with the Head Agreement and/or Project Agreement or has not been sent or legally committed as a current liability as at the date the Provider receives the Notice under clause 24.1.
- 24.4 In relation to the amount referred to in clause 24.3 c the Department may by Notice:
- a direct the Provider to send the amount or a purpose specified by the Department
  - b reduce any other payment under the Head Agreement and/or any Project Agreement up to the amount or under any other Indigenous Grant Agreement or

- c require the provider to repay an amount up to the amount by the date specified in the Notice in accordance with clause 9.17. Provider not entitled to an amount or amount not sent in accordance with a Project Agreement.

### Termination or reduction in scope – with costs

- 24.5 Even though the provider is not in default the Department may terminate or reduce the scope of the Head Agreement and/or Project Agreement at any time by Notice. The Department may also reduce amounts payable under the Head Agreement and/or Project Agreement proportionate to any reduction in scope.
- 24.6 On receipt of Notice under clause 24.5 the provider must:
- stop performing obligations in accordance with the Notice and comply with any other reasonable directions in the Notice
  - take all reasonable steps to minimise loss resulting from the termination or reduction in scope
  - take all reasonable steps to protect Department material and services material and
  - continue or on any part of the services not affected by the Notice.
- 24.7 If the Department terminates or reduces scope under clause 24.5 it will only be liable for:
- amounts due to the provider under the payment provisions of the Head Agreement and/or Project Agreement at the date of the Notice and
  - reimbursement of the provider's reasonable unavoidable and substantiated costs incurred as a direct result of the termination or reduction as determined by the Department on a case by case basis and which are not covered by clause 24.7 a.
- 24.8 The Department's liability to pay under clause 24.7 is capped to the amount which when added to payments already made to the provider equals the Department's reasonable estimation of the total amount payable under the Head Agreement and/or any Project Agreement taking into account any past volume of services provided and any reduction under clause 24.5.
- 24.8 The Department is not liable for any other amount including compensation or lost profits or benefits to the provider.

### Liquidated Damages

- 24.10 Notwithstanding any other rights available under the Project Agreement or at law the provider will be liable to pay Liquidated Damages to the Department in the following circumstances:
- if the Department terminates all or part of any Project Agreement in accordance with clause 24.1 termination or reduction in scope or default
  - if the provider otherwise ceases to deliver the services and has not obtained the Department's consent or secured an alternative provider acceptable to the Department or
  - if the provider has had in excess of 50 invalid payments of monies made under the Project Agreement as determined by the Department but not including any invalid payment which was made solely as a result of a Department error identified in any one Compliance Review.
- 24.11 The parties agree that the Liquidated Damages specified in this clause 24.11 are a reasonable and genuine pre-estimate of the loss incurred by the Department. The amount of Liquidated Damages the provider will be liable to pay is:

- a where clauses 24.10 a or 24.10 b apply 25 000 per select grant application process and 50 000 per open grant application process used to secure an alternative provider acceptable to the Department and
  - b where clause 24.10 c applies 5 000 and a further 5 000 for each 100 in valid payments in excess of the first 100 in valid payments identified per Compliance Review.
- 24.12 The Liquidated Damages will become a debt due to the Department or the purposes of clause 9.18 i and when the Department notifies the provider that it elects to recover the Liquidated Damages as a debt under that clause.

## 25. Step-in rights

- 25.1 Without prejudice to any other right or remedy which the Department may have under this Head Agreement or a Project Agreement at any time at any time the Department determines in its reasonable opinion there has been one or more of the following **Trigger Events**:
- a that the provider has breached the Project Agreement and fails to remedy the relevant event within the period specified in a Notice issued under clause 23.2 Consequences of breach or
  - b there has been fraud gross mismanagement by the provider or other event which gives rise to a material risk of a disruption to the provision of the services under the Project Agreement including the provider seeking to terminate the Project Agreement in accordance with its legal rights under the Project Agreement or law or otherwise repudiating or abandoning the Project Agreement or
  - c that it is otherwise necessary or desirable to exercise its step-in rights to ensure the continued provision of the services
- then the Department may by written notice to the provider suspend the obligations of the provider to provide some or all of the services under the Project Agreement as specified in the notice each such notice is a **Step-In Notice**.
- 25.2 From the date specified in the Step-In Notice:
- a except as directed by the Department the provider will cease being responsible for the provision of the services as specified in the Step-In Notice
  - b the Department may acting on its own behalf or through a third party nominee take control of that part or the whole of the provision of the services in question as necessary including any steps to reform the Project Agreement necessary to exercise its step-in rights under this clause 25 to remedy the trigger event
  - c the Department's obligation to pay any monies is suspended to the extent the provider has ceased to be responsible for the provision of the services and
  - d the provider will provide all reasonable assistance to the Department or its nominee hereafter and how ever reasonably possible to ensure that the Department is able to take steps permitted under this clause 25 and comply with any direction of the Department to enable the Department to exercise its rights under this clause 25 and manage the Project Agreement including without limitation:
    - i the grant of a royalty free licences to the Department or its nominee to:
      - A access the relevant part of the provider's facilities and use the provider's equipment furnishings and fittings but only to the extent necessary for the Department to take the steps permitted under this clause 25 and

use any documentation and or software or other material or other which the Provider has the necessary ownership or usage rights needed or the exercise of the Department's rights under this clause 25

- ii providing the Department or its nominee with access to and the use of relevant Provider personnel at no additional cost and
- iii ensuring that Department or its nominee is able to assist the Provider to continue to meet the Provider's ongoing contractual or other obligations that relate to the Provider's activities affected by the Interim Notice without any liability accruing to the Department or its nominee in respect of those obligations and
- i assigning or novating any material subcontract to the Department or its nominee at the Department's request.

25.3 The Department will be entitled to recover reasonable costs from the Provider in exercising its rights under this clause 25 to the extent those costs are in excess of the amount by which any payments or Funding has been suspended under clause 25.2 c .

25.4 The Department may by written notice a **'Withdrawal Notice'** withdraw the Interim Notice herein in the Department's opinion:

- a the circumstances giving rise to the Interim Notice have ceased or are able to be appropriately managed by the Provider or
- b the Provider will otherwise be able to comply with its obligations under the Project Agreement.

25.5 The Provider will as soon as reasonably practicable and in any event by the date specified in the Withdrawal Notice recommence performance of any obligations suspended under this clause 25.

25.6 Nothing in this clause obliges the Department to exercise its step-in rights and the exercise of its rights under this clause 25 will not affect any other right of the Department under this Head Agreement or a Project Agreement including but not limited to any right to terminate the Project Agreement.

## 26. Transition

26.1 The Department may deem a transition period or any part of or all of the services by reasonable Notice to the Provider before the transition period is to start. A transition period may be specified in the Project schedule or notified to the Provider at any time during the term.

***[Note to Providers: A Transition Period can relate to either transition in or transition out of the Head Agreement or a Project Agreement. Any specific details about a transition-in period for new providers will be set out in the Project Schedule, and will be tailored to the individual Provider and their Region.]***

26.2 A Notice under clause 26.1 must specify the start and end date of the transition period and may specify but is not limited to specifying one or more of the following matters:

- a whether all or only some of the services are to be provided and if only some which services are to be provided
- b whether any provisions of the Project Agreement will not apply to the provision of services during the transition period and if so which provisions will not apply
- c whether services are only to be provided in respect of particular areas or Regions and/or in respect of particular eligible observers and



- d whether there are to be any changes in respect of the payment of monies during the transition period and in so far as changes.
- 26.3 A Notice under clause 26.1 may require the Provider to develop and implement a Department approved transition plan which:
- sets out the obligations to be performed by each party in connection with the orderly transition of service delivery from the Provider to the Department or its nominee
  - provides for the transfer of the Assets and other material relevant to the continued provision of the services
  - provides for the transfer or destruction of any Department material or the Department's Confidential Information and
  - provides for Provider personnel access to the IT systems to be ended.
- 26.4 During a transition period the Provider must comply with the terms of a Notice under clause 26.1 and otherwise continue to provide all the services which it is required to provide under the Project Agreement.
- 26.5 The Provider must give reasonable assistance and cooperation to the Department, other Providers and other interested parties to ensure a smooth transition at the expiry or termination of the Project Agreement. This includes complying with all reasonable directions issued by the Department in relation to the transfer of material equipment or Assets to another Provider and the redirection of eligible employees.

## 27. Survival of clauses

- 27.1 The following clauses survive termination or expiry of the Project Agreement:
- clauses 5.11, 5.14, 5.16, 5.22, 5.23, 5.24, 5.25, 5.26, 5.27, 5.28, 5.29, 5.30, 5.31, 5.32, 5.33, 5.34, 5.35, 5.36, 5.37, 5.38, 5.39, 5.40, 5.41, 5.42, 5.43, 5.44, 5.45, 5.46, 5.47, 5.48, 5.49, 5.50, 5.51, 5.52, 5.53, 5.54, 5.55, 5.56, 5.57, 5.58, 5.59, 5.60, 5.61, 5.62, 5.63, 5.64, 5.65, 5.66, 5.67, 5.68, 5.69, 5.70, 5.71, 5.72, 5.73, 5.74, 5.75, 5.76, 5.77, 5.78, 5.79, 5.80, 5.81, 5.82, 5.83, 5.84, 5.85, 5.86, 5.87, 5.88, 5.89, 5.90, 5.91, 5.92, 5.93, 5.94, 5.95, 5.96, 5.97, 5.98, 5.99, 6.00, 6.01, 6.02, 6.03, 6.04, 6.05, 6.06, 6.07, 6.08, 6.09, 6.10, 6.11, 6.12, 6.13, 6.14, 6.15, 6.16, 6.17, 6.18, 6.19, 6.20, 6.21, 6.22, 6.23, 6.24, 6.25, 6.26, 6.27, 6.28, 6.29, 6.30, 6.31, 6.32, 6.33, 6.34, 6.35, 6.36, 6.37, 6.38, 6.39, 6.40, 6.41, 6.42, 6.43, 6.44, 6.45, 6.46, 6.47, 6.48, 6.49, 6.50, 6.51, 6.52, 6.53, 6.54, 6.55, 6.56, 6.57, 6.58, 6.59, 6.60, 6.61, 6.62, 6.63, 6.64, 6.65, 6.66, 6.67, 6.68, 6.69, 6.70, 6.71, 6.72, 6.73, 6.74, 6.75, 6.76, 6.77, 6.78, 6.79, 6.80, 6.81, 6.82, 6.83, 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20.15, 20.16, 20.17, 20.18, 20.19, 20.20, 20.21, 20.22, 20.23, 20.24, 20.25, 20.26, 20.27, 20.28, 20.29, 20.30, 20.31, 20.32, 20.33, 20.34, 20.35, 20.36, 20.37, 20.38, 20.39, 20.40, 20.41, 20.42, 20.43, 20.44, 20.45, 20.46, 20.47, 20.48, 20.49, 20.50, 20.51, 20.52, 20.53, 20.54, 20.55, 20.56, 20.57, 20.58, 20.59, 20.60, 20.61, 20.62, 20.63, 20.64, 20.65, 20.66, 20.67, 20.68, 20.69, 20.70, 20.71, 20.72, 20.73, 20.74, 20.75, 20.76, 20.77, 20.78, 20.79, 20.80, 20.81, 20.82, 20.83, 20.84, 20.85, 20.86, 20.87, 20.88, 20.89, 20.90, 20.91, 20.92, 20.93, 20.94, 20.95, 20.96, 20.97, 20.98, 20.99, 21.00, 21.01, 21.02, 21.03, 21.04, 21.05, 21.06, 21.07, 21.08, 21.09, 21.10, 21.11, 21.12, 21.13, 21.14, 21.15, 21.16, 21.17, 21.18, 21.19, 21.20, 21.21, 21.22, 21.23, 21.24, 21.25, 21.26, 21.27, 21.28, 21.29, 21.30, 21.31, 21.32, 21.33, 21.34, 21.35, 21.36, 21.37, 21.38, 21.39, 21.40, 21.41, 21.42, 21.43, 21.44, 21.45, 21.46, 21.47, 21.48, 21.49, 21.50, 21.51, 21.52, 21.53, 21.54, 21.55, 21.56, 21.57, 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- b i sent by registered post 5 business Days after the date of posting to the relevant address
- c i sent by email at the time of receipt under section 14A of the *Electronic Transactions Act 1999* Cth as if the notice was being given under a law of the Department.

## 29. Variation

### Change to a Project Schedule

- 29.1 A project schedule may only be varied in writing signed by both the Department and the provider.

### Change to a Project Agreement document other than a Project Schedule

- 29.2 The provider acknowledges the Department's intention to maintain a consistent name for across all providers.
- 29.3 The provider acknowledges and agrees that no person other than the Department has any authority to:
- a vary or waive any provision of this Head Agreement the Annexures or the Guidance or
  - b add any additional term or vary or remove any existing term in respect of any project schedule which is inconsistent with this Head Agreement the Annexures or the Guidance.
- 29.4 The provider agrees that the Department may acting reasonably vary:
- a the Head Agreement
  - b the Annexures or
  - c the Guidance
- by giving the provider at least 20 business Days Notice. If the provider does not wish to accept the variation the provider may terminate the project schedule by written Notice to the Department before the date when the variation is to come into effect.

## 30. Assignment and novation

- 30.1 The provider must not assign its rights or obligations under the Head Agreement or Project Agreement in whole or in part without prior written approval from the Department and any approval will not relieve the provider of its obligations and responsibilities of its obligations under the Project Agreement.
- 30.2 The provider must not negotiate with any other person to enter into an arrangement that would require novation of the Head Agreement or Project Agreement without first consulting the Department.

## 31. Entire agreement and severance

- 31.1 Each Project Agreement constitutes the parties entire agreement and supersedes all previous oral or written communications agreements and undertakings in relation to its subject matter.
- 31.2 If a court or tribunal holds that any provision of the Project Agreement has no effect or interprets a provision to reduce an obligation or right this does not invalidate or restrict the operation of any other provision.

- 31.3 In immediately prior to the start Date the parties were parties to a “*Funding Agreement 2013 – 2018 Remote Jobs and Communities Programme*” ‘**Previous Funding Agreement**’ the parties agree:
- a that the previous Funding Agreement is terminated by mutual consent on the start Date and neither party will be liable to the other party or any amount as a result of that termination
  - b the Annexures set out the only requirements for ongoing payment of monies in relation to services provided under the previous Funding Agreement and
  - c the termination of the previous Funding Agreement will not affect any rights or liabilities accrued under it before termination.

### 32. Waiver

- 32.1 If either party does not exercise or delays in exercising any rights under the Project Agreement that failure or delay does not operate as a waiver of those rights.
- 32.2 A single or partial exercise by either party of any of its rights under the Project Agreement does not prevent the further exercise of that right.
- 32.3 A waiver of any provision or right under the Project Agreement:
- a must be in writing signed by the party entitled to the benefit of that provision or right and
  - b is effective only to the extent set out in the written waiver.

### 33. Force Majeure Events

- 33.1 If a party's ability to undertake or perform its obligations under the Project Agreement is affected or likely to be affected by a Force Majeure event:
- a that party must immediately give to the other party Notice of that fact including full particulars of the Force Majeure event an estimate of its likely duration the obligations affected by it and the effect of its effect on those obligations and the steps taken to rectify it and
  - b the obligations under the Project Agreement of the party giving the Notice are suspended to the extent to which they are affected by the Force Majeure event as long as the Force Majeure event continues.
- 33.2 A party claiming a Force Majeure event must use its best endeavours to remove or overcome or minimise the effects of that Force Majeure event as quickly as possible.
- 33.3 The Project Agreement will not have the right to any payment or settlement in respect of monies payable by the Department prior to the occurrence of the Force Majeure event from the Department to the extent that its performance of the Project Agreement is affected by a Force Majeure event.
- 33.4 If a Force Majeure event continues for 30 days either party may immediately terminate the Project Agreement by written Notice to the other.
- 33.5 Where either party terminates the Project Agreement in accordance with clause 33.4 the Department will only be liable to make payment which the Project Agreement could have previously claimed prior to termination.

### 34. Applicable law and jurisdiction

- 34.1 The Project Agreement is governed by the law of New South Wales.

34.2 The parties agree to submit to the non-exclusive jurisdiction of the courts of the State of the Northwest Territories in respect to any dispute under the Project Agreement.

### 35. Counterparts

35.1 The Project Agreement may be executed in counterparts each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

## ANNEXURE 1 – SERVICE DESCRIPTIONS

**[Note to Providers: This ANNEXURE 1 – SERVICE DESCRIPTIONS is divided into three parts according to the different types of Services that may be delivered as part of the Community Development Program: PART A – GENERAL, PART B – CDP SERVICES, PART C – TWES SERVICES]**

### ANNEXURE 1 – PART A: GENERAL

#### 1. Application

- 1.1 This ANNEXURE 1 details the services that the provider must deliver in accordance with the project schedule.

## ANNEXURE 1 – PART B: CDP SERVICES

### 1. Introduction

1.1 This ANNEXURE 1 PART B details the CDP services the provider must deliver in the project schedule's specified CDP services.

### 2. Application

2.1 The provider must deliver the CDP services in accordance with clause 5 of the Head Agreement and the guidance.

2.2 The CDP services consist of the following:

- a General services
- b Case management services
- c Compliance services
- d Remote employment services and
- e other services or Ineligible CD participants as described in this ANNEXURE 1 PART B.

2.3 For all eligible employees the provider must deliver:

- a General services
- b Case management services and
- c Compliance services.

2.4 For all eligible employees who are also or on the Dole participants the provider must also deliver Remote employment services.

2.5 For all Ineligible CD participants the provider must:

- a directly Register an Ineligible CD participant who resides without a Referral
- b provide access to Job Search Facilities
- c provide CDP services in accordance with the guidance and
- d fit the Ineligible CD participant in accordance with the guidance.

2.6 The provider must only provide services under clause 2.5 of this ANNEXURE 1 PART B if the provider has ensured that:

- a the Ineligible CD participant wishes to engage and is doing so of their own free will and
- b providing services to the Ineligible CD participant will not displace eligible employees from CDP services or reduce the amount of aid or available to workers in the provider Region.

2.7 The provider must not provide any CDP services to:

- a a person who is an overseas visitor
- b a person on a working holiday visa or
- c a person who is prohibited by law from working in Australia.

### 3. General Service: Engagement with Employers

- 3.1 The provider must build relationships with employers to facilitate the best possible delivery of CD services and to identify emerging job opportunities and upcoming special needs.

### 4. General Service: Engagement with other services and organizations

- 4.1 The provider must build relationships and/or cooperatively with government private businesses and community services to facilitate the best possible delivery of CD services and to identify other programs that could assist eligible job seekers to be job ready.

### 5. General Service: Economic Development Support

- 5.1 The provider must work to support and assist community development economic development and capacity building by:
- a working to identify strategies and resources needed to address barriers to employment articulation and retention
  - b working within communities to identify and manage gaps in capabilities existing in infrastructure or services and
  - c being aware and able to notify communities of any available sources of funding.

### 6. General Service: Additional support for Eligible Jobs Seekers with a disability

- 6.1 For all eligible job seekers with a disability the provider must:
- a take into account the impact of disability on the capacity of the eligible job seeker when providing CD services
  - b address relevant vocational and non-vocational barriers experienced by the eligible job seeker
  - c ensure they do not place the eligible job seeker in any employment or Activity that is likely to aggravate their illness, injury or disability and
  - d negotiate necessary flexible working arrangements with any employer of the eligible job seeker.

### 7. General Service: Employment Assistance Fund

- 7.1 The provider may apply for financial assistance under the Employment Assistance Fund with respect to an eligible job seeker with a disability or assist or act on behalf of an employer in making such an application.
- 7.2 If the provider makes an application in accordance with this clause 7 of ANNEX R 1 AR the provider must submit the application or ensure the relevant employer submits the application to a JobAccess provider.
- 7.3 If an application in accordance with this clause 7 of ANNEX R 1 AR is successful the provider must:
- a arrange for the purchase of the Approved Assistance for the eligible job seeker with a disability from the provider's own funds and
  - b submit a claim for reimbursement of the Approved Assistance Amount through the systems.
- 7.4 If the provider or employer is successful in an application made in accordance with this clause 7 of ANNEX R 1 AR the provider must ensure all payments to third parties are authorised and made in accordance with the Employment Assistance Fund guidelines.

***[Note to Providers: The Department of Jobs and Small Business will reimburse Approved Assistance Amounts to the Provider or the Employer in accordance with, and subject to, the requirements for payment under the Employment Assistance Fund Guidance.]***

## **8. General Service: Recording Attendance**

- 8.1 The provider must record participant attendance at Appointments in the LMS by close of business on the day of the Appointment where possible. The record of attendance must include a case note detailing the Appointment and otherwise be in accordance with any guidance.
- 8.2 The provider must schedule participant attendance at Activities and record participant attendance at Activities set out in a Job Plan in accordance with the Project Agreement and the guidance.
- 8.3 The provider must provide all attendance records to the Department upon request.
- 8.4 Where the provider fails to comply with clause 8.1 or clause 8.2 of ANNEX R 1 AR the Department may take action under clause 23.4 of the Head Agreement.

## **9. General Service: Issuing and recording Notification**

- 9.1 If an eligible job seeker has a Mutual Obligation Requirement but the full details of the requirement or example the time, date and location that the requirement is to be undertaken is not specified in their Job Plan and they have not otherwise been notified of the full details of that requirement the provider must:
- notify the eligible job seeker of the full details of their requirements and
  - where the LMS are not used to generate the notice to the eligible job seeker document the details of the relevant notice in the LMS, retain Records of the notice and provide those Records to the Department on request.

## **10. General Service: Eligible Job Seeker Contact Details**

- 10.1 The provider must undertake a check of the currency of eligible job seekers contact details six months after the date of Registration and every six months thereafter. The contact details that must be checked are telephone number, email address and postal address.
- 10.2 The provider must update eligible job seekers contact details in the LMS if they are no longer current.

## **11. General Service: Delegate Obligations**

- 11.1 The provider must ensure that Delegates understand the roles, functions and duties that have been delegated to them under social security Law including but not limited to:
- preparing, approving and varying Job Plans for eligible job seekers
  - specifying Mutual Obligation Requirements in a Job Plan and
  - notifying eligible job seekers about the impact of non-compliance with their Job Plan on their Income Support payments.
- 11.2 The provider must ensure that Delegates have undertaken applicable training in respect of their roles and functions and the job seeker Compliance Framework as directed by the Department.
- 11.3 The provider must ensure that Delegates comply with social security Law.



## 12. General Service: Social Security Matters

- 12.1 If the ro ider belie es there has been a change in circumstances that is li ely to e ect an ligible ob ee er's eligibility or Income u ort ayments the ro ider must remind the ligible ob ee er o the obligation to re ort the change in circumstances to D .
- 12.2 he ro ider must res ond to any re uests or in ormation rom D or the De artment in relation to a change o circumstances re erred to in this clause 12 o ANN R 1 AR ithin 5 days.
- 12.3 If the ro ider belie es that an ligible ob ee er should be e em t rom any utual Obligation Re urements the ro ider must ad ise the ligible ob ee er that they may contact D to see an em tion.
- 12.4 he ro ider must ro ide all reasonable assistance to the Common ealth in relation to the ocial ecurity A eals rocess including ensuring the ro ider's ersonnel are a ailable to a ear at hearings and re aring and ro iding e idence as necessary.

## 13. General Service: Suspensions

- 13.1 here an ligible ob ee er is us ended the ro ider must ta e action in accordance ith the uidance as rele ant to the reason or the us ension and the circumstances o the rele ant ligible ob ee er.

## 14. General Service: Exits

- 14.1 hen an ligible ob ee er its their current eriod o Acti ities ends and the ro ider may cease ro iding CD er ices to them.
- 14.2 here an ligible ob ee er its but returns or CD er ices less than 13 consecuti e ee s a ter the it the ligible ob ee er's eriod o Acti ities continues rom the date o the return and the ro ider must:
- a record the resum tion on the I ystems in accordance ith the uidance and
  - b resume ro iding CD er ices to the ligible ob ee er.
- 14.3 here an ligible ob ee er its but returns or CD er ices 13 consecuti e ee s or more a ter the it the ligible ob ee er begins a ne eriod o Acti ities rom the date o the return and the ro ider must resume ro iding CD er ices to the ligible ob ee er.

## 15. Case Management Service: Registration, Referral and Transfer of Eligible Job Seekers

- 15.1 he ro ider must only acce t Re errals o ligible ob ee ers made through the I ystems or directly rom D Assessment er ices.
- 15.2 here an ligible ob ee er is Re erred to a ro ider the ro ider must conduct an Initial Inter ie at the rele ant A ointment made by D in the I ystems and ser ice the ligible ob ee er therea ter in accordance ith the ro ect Agreement.
- 15.3 If a erson resents to the ro ider ithout a Re erral the ro ider must determine i the erson is an ligible ob ee er in accordance ith the uidance.
- 15.4 here the ro ider determines that a erson is an ligible ob ee er the ro ider must immediately:
- a Register the ligible ob ee er
  - b conduct an Initial Inter ie ith the ligible ob ee er

- c deliver services to the eligible job seeker in accordance with the Project Agreement and
  - d within our fees so the Direct Registration is a appropriate refer the eligible job seeker to D to determine their eligibility for an Income support payment.
- 15.5 If an eligible job seeker changes residential address and transfers away from a provider Region the provider must provide sufficient assistance and cooperation to facilitate that transfer.
- 15.6 If an eligible job seeker transfers to a provider Region from another Region the provider must:
- a provide sufficient assistance and cooperation to any person as necessary to enable CD services to be provided or continue to be provided to the eligible job seeker
  - b immediately arrange an Initial Appointment with the eligible job seeker and
  - c start providing CD services to the eligible job seeker in accordance with the Project Agreement.
- 15.7 The provider cannot accept the transfer of an eligible job seeker from another Region while the eligible job seeker is suspended.

## 16. Case Management Service: Initial Interviews

- 16.1 During an Initial Interview with an eligible job seeker the provider must complete the following:
- a confirm the eligible job seeker's identity
  - b conduct an initial Assessment including running the CIO of the eligible job seeker's core experience history skills and qualifications
  - c where appropriate refer to job seeker or an At to ascertain the eligible job seeker's individual circumstances
  - d explain the CD services that will be provided to them
  - e discuss where relevant the eligible job seeker's participation in or on the Dole including satisfaction of participation criteria
- refer are or update a job plan in accordance with clause 18 of this ANNEX R 1 AR
- g explain the Mutual Obligation Requirements under the job plan and explain the effect of non-compliance with a Mutual Obligation Requirement
  - h provide a copy of the provider Code of Practice and service guarantee and explain its use
  - i explain if necessary how to use the Job Search Facilities and where to locate them
- provide initial advice on how to best look for employment in the local market detailing available skills shortages available jobs and upcoming opportunities in the Region and
- record completion of the Initial Interview and initial interview comments in the IT systems in accordance with the guidance.

## 17. Case Management Service: Assessment

- 17.1 The ro ider must conduct an Assessment which may include running the CI o an eligible ob ee er here er the eligible ob ee er:
- a completes a ey re uirement that addresses ocational or non ocational barriers under their ob lan
  - b e eriences a change in circumstances or
  - c discloses any in ormation that may materially change the current Assessment.
- 17.2 hen conducting an Assessment the ro ider must consider the ollo ing matters:
- a non ocational barriers that could im act em loyment
  - b literacy and numeracy
  - c educational achie ements and other ormal uali ications
  - d or e erience including olunteer or
  - e ob readiness
  - s ills and uture s ills re uirements and
  - g artici ation and de elo ment in acti ities re uired under the ob lan.
- 17.3 on com leting an Assessment the ro ider must:
- a u date the eligible ob ee er s ob lan to re lect the Assessment
  - b record the Assessment in the I ystems and
  - c re er the eligible ob ee er to D Assessment er ices i the Assessment re eals in ormation that indicates that an At might be re uired and the re erral is in accordance ith any uidence.

## 18. Case Management Service: Job Plans

- 18.1 he ro ider must:
- a ensure that all eligible ob ee ers ha e a current ob lan at all times in a orm a ro ed by the De artment and in accordance ith any uidence
  - b sign each ob lan and ro ide a signed co y to the eligible ob ee er
  - c re ie and here a ro riate amend e isting ob lans
  - d cancel or sus end ob lans as a ro riate
  - e create and maintain documentation in relation to ob lans
  - enter in ormation into the I ystems in relation to ob lans
  - g do all things necessary to enable and encourage eligible ob ee ers to com ly ith obligations under their res ecti e ob lans.
- 18.2 he ro ider must ensure that each ob lan:
- a is re ared in consultation ith the eligible ob ee er
  - b includes s eci ic acti ities the eligible ob ee er is re uired to underta e during their current eriod o Acti ities including the date and time hen each acti ity is to start and inish the location and ho to re ort to
  - c includes terms tailored to address the eligible ob ee er s le el o disad antage indi idual needs barriers to m loyment and any artial Ca acity to or and

- d includes requirements or Appointments between the provider and the eligible job seeker and
- e is understood by the eligible job seeker taking into consideration the eligible job seeker's levels of literacy and numeracy.
- 18.3 In addition to the requirements of clause 18.2 of this ANNEXURE 1 AR, the provider must ensure that any job plan or an eligible job seeker who has a Mutual Obligation Requirement includes:
- a terms in which they must comply to satisfy their Mutual Obligation Requirements
  - b details of any additional voluntary activities in which the eligible job seeker has agreed to participate in addition to meeting their Mutual Obligation Requirements.
- 18.4 In addition to the requirements of clauses 18.2 and 18.3 of this ANNEXURE 1 AR, the provider must ensure that any job plan or a D participant who is required to participate in or for the Dole because they meet the participation criteria set out in the guidance includes:
- a a requirement to participate in or for the Dole up to their Assessed capacity to or described as a compulsory activity and
  - b specification of the number of hours each fortnight during which the D participant will participate in or for the Dole consistent with the eligible job seeker's assessed or capacity and any maximum and minimum number of hours set out in the guidance.

## 19. Case Management Service: Appointments

- 19.1 The provider must organise and attend as many Appointments with an eligible job seeker as necessary to enable the eligible job seeker to successfully complete any Mutual Obligation Requirement in their job plan and at a minimum the provider must organise monthly Appointments with each eligible job seeker.
- 19.2 At each Appointment with an eligible job seeker the provider must discuss their progress on their Mutual Obligation Requirements and/or new job opportunities identified by the provider that are relevant to the eligible job seeker.
- 19.3 The provider must make an Appointment or an eligible job seeker at the next available opportunity where:
- a an eligible job seeker Directly Registers with the provider
  - b an eligible job seeker does not attend an existing Appointment or
  - c the provider or an eligible job seeker needs to reschedule an Appointment.
- 19.4 At all times the provider must ensure the Electronic Diary has capacity to receive an Appointment at an appropriate location or the eligible job seeker within the next 10 Business Days of the purposes of conducting an Initial Interview or Re-engagement.
- 19.5 Where an eligible job seeker has an Appointment the provider must meet with the eligible job seeker on the date of the Appointment as recorded in the Electronic Diary.
- 19.6 The provider must tailor the timing, location and duration of each Appointment to meet the circumstances of the eligible job seeker. All Appointments must be face-to-face unless:
- a extreme weather conditions or a natural disaster pose significant challenges to meeting in person

- b the eligible employee is participating in a Mutual Obligation Requirement which restricts their availability to attend face to face
- c the eligible employee is in full time education training or employment which restricts their availability to attend face to face
- d D requires the provider to meet with the eligible employee within 10 days and the provider is unable to be in the relevant location within that period or
- e any other exception described in the guidance or as advised by the Department applies.

## 20. Case Management Service: JobSearch Facilities

- 20.1 The provider must make JobSearch Facilities available to eligible employees during business hours in at least one Full time site in each provider Region and provide guidance training and assistance in the use of the JobSearch Facilities.
- 20.2 The provider must ensure JobSearch Facilities are clean well maintained safe and fully operational restrict access to inappropriate material consistent with the guidance and comply with any other direction of the Department regarding the JobSearch Facilities.

## 21. Case Management Service: Essential Skills Training

- 21.1 The provider must deliver training to each eligible employee that:
- a is individually tailored to the needs of the eligible employee
  - b addresses any driving licence language numeracy or literacy skills gaps and
  - c aligns with the specific needs of the provider Region.

## 22. Case Management Service: Employment Assistance

- 22.1 The provider must actively assist eligible employees to obtain and secure employment in the communities in the provider Region or in other Regions including by:
- a providing one on one help in applying or observing and arranging or interviews
  - b providing on the job training to assist eligible employees to remain in employment and
  - c working with employers and communities in the provider Region to support Activities so as to create ongoing jobs and provide training and work experience as pathways to employment.

## 23. Case Management Service: Mentoring

- 23.1 Where appropriate the provider must deliver mentoring to eligible employees that is aimed at increasing the eligible employee's employability professional skills or personal growth.
- 23.2 Where the provider delivers mentoring to an eligible employee the provider must:
- a ensure compliance with clauses 12.11 and 12.12 of the Lead Agreement
  - b take reasonable steps to appropriately match mentors to eligible employees
  - c monitor the mentoring relationship to determine its effectiveness and value
  - d have an appropriate process or an eligible employee or mentor to report issues with the mentoring and
  - e investigate and help to resolve any issues raised regarding the mentoring.

23.3 The provider must ensure that any mentor engaged to provide mentoring to eligible job seekers meets any criteria set in the guidance.

#### 24. Case Management Service: Job Matching

24.1 The provider must actively canvass employers including Labour Hire employers or vacancies.

24.2 If the provider locates a vacancy the provider must:

- a first record the vacancy in the IT systems in accordance with any guidance
- b endeavour to identify an eligible job seeker suitable for the vacancy
- c notify the eligible job seeker discuss the vacancy and inform the eligible job seeker that they may be referred to the employer and
- d only after completing the actions set out in clauses 24.2 a - 24.2 c refer the eligible job seeker to the employer.

#### 25. Case Management Service: Post-Placement Support

25.1 The provider must deliver to eligible job seekers who have commenced employment the post placement support necessary to help them achieve an employment Outcome.

25.2 Post placement support must be delivered for a minimum of 6 months after the eligible job seeker commences employment provided the eligible job seeker remains employed.

25.3 The provider must keep records of the post placement support delivered including where it is offered by the provider but declined by the eligible job seeker.

25.4 Post placement support may include but is not limited to:

- a additional training to meet employer requirements
- b mentoring
- c time management training
- d financial management training and
- e any other assistance specified in the guidance.

#### 26. Case Management Service: Relocation Assistance

26.1 The provider must provide Relocation Assistance to eligible job seekers who are relocating out of a provider Region to take up employment and want to retain links to their community.

26.2 Relocation Assistance may include but is not limited to:

- a post placement support and
- b other appropriate practice assistance and
- c any other assistance specified in the guidance.

#### 27. Compliance Service: Monitoring

27.1 The provider must monitor the compliance of all eligible job seekers in respect of the Mutual Obligation Requirements set out in the eligible job seekers' job plan. This includes but is not limited to monitoring:

- a attendance at Appointments
- b attendance at interviews

c completion of all required Requisitions and  
 d attendance at Activities.

- 27.2 Where the Provider determines that an eligible employee has not met a Mutual Obligation Requisition the Provider must on the same day report the non-compliance to DIPA and document any information relevant to the non-compliance including whether a Reasonable Cause has been identified in the IIS systems.
- 27.3 For each eligible employee with a Mutual Obligation Requisition the Provider must regularly and actively monitor their compliance with each of their Mutual Obligation Requisitions including attendance at Appointments entering into a current job plan undertaking job searches as required and fulfilling other compulsory activities included in their job plan.
- 27.4 Where the Provider determines that an eligible employee with a Mutual Obligation Requisition has failed to comply with their Mutual Obligation Requisitions the Provider must promptly take compliance action in accordance with the Project Agreement and the guidance.

## 28. Compliance Service: General non-compliance action for Mutual Obligation Requirements

- 28.1 Where an eligible employee with Mutual Obligation Requisitions has failed to comply with a Mutual Obligation Requisition and did not give prior notice to the Provider of a valid Reason the Provider must on the same Business Day as becoming aware of the event attempt to contact the eligible employee to assess if they had a Reasonable Cause or not complying and record this in the IIS systems.
- 28.2 If the Provider makes an assessment that the eligible employee had a Reasonable Cause the Provider must record the assessment in the IIS systems and use its best endeavours to ensure that the eligible employee complies with the Mutual Obligation Requisitions outlined in their job plan at the next available opportunity.
- 28.3 If the Provider makes an assessment that the eligible employee did not have a Reasonable Cause or the Provider has not been able to make contact with the eligible employee on the same Business Day the Provider must comply with clauses 29 to 33 of this ANNEX R 1 AR as relevant.

## 29. Compliance Service: Non-attendance at an Appointment

- 29.1 In relation to non-attendance at an Appointment by an eligible employee the Provider must on the same business day as becoming aware of the event determine whether any compliance action should be taken under the employee Compliance Framework.
- 29.2 If the Provider determines that compliance action should be taken under the employee Compliance Framework and the Provider is able to contact the eligible employee the Provider must:
- document any information relevant to the event in the IIS systems
  - submit a Non-Attendance Report or Provider Appointment Report in accordance with the guidance to DIPA in the IIS systems on the same Business Day as the Appointment was scheduled to occur and
  - book a Re-engagement Appointment to occur within the next 10 business days.
- 29.3 If the Provider determines that compliance action should be taken under the employee Compliance Framework but is not able to contact the eligible employee the Provider must:

- a document any information relevant to the event in the I systems
  - b submit a Non Attendance Report to D via the I systems on the same business Day that the Appointment was scheduled to occur
  - c on later making contact with the eligible employee determine whether they had a Reasonable cause or not complying.
- 29.4 If the roider assesses that the eligible employee did not have a Reasonable cause and that further compliance action should be taken under the employee Compliance Framework in relation to the event and has submitted a Non Attendance Report to D the roider may also:
- a decide to submit a roider Appointment Report to D via the I systems on the same business Day
  - b document any information relevant to the event in the I systems and
  - c book a Re engagement Appointment in consultation with the eligible employee to occur within the next 10 business days.
- 29.5 If the roider assesses that the eligible employee did not have a Reasonable cause but no further compliance action should be taken under the employee Compliance Framework the roider must book a Re engagement Appointment in consultation with the eligible employee to occur within the next 10 business Days.
- 29.6 If the roider determines that no compliance action should be taken under the employee Compliance Framework the roider must take any actions specified in the guidance.

### 30. Compliance Service: Non-compliance with Job Plan

- 30.1 In relation to non attendance or inappropriate articulation by an eligible employee in a compulsory activity included in their job plan the roider must on the same business Day or becoming aware of the event determine whether any compliance action should be taken under the employee Compliance Framework in accordance with the guidance.
- 30.2 If the roider determines that compliance action should be taken under the employee Compliance Framework the roider must on the same business day or becoming aware of the event document any information relevant to the event and report the non compliance to D via the I systems.
- 30.3 If the roider determines that compliance action should not be taken under the employee Compliance Framework the roider must record the determination and use best endeavours to ensure that the eligible employee complies with their mutual Obligation Requirements outlined in their job plan at the next available opportunity.

### 31. Compliance Service: Failure to attend a job interview or Work Refusal Failure

- 31.1 In relation to failure to attend a job interview or a Work Refusal Failure by an eligible employee the roider must on the same business Day or becoming aware of the event determine whether any compliance action should be taken under the employee Compliance Framework in accordance with the guidance.
- 31.2 If the roider determines that compliance action should be taken under the employee Compliance Framework the roider must on the same business day or becoming aware of the event document any information relevant to the event and report the non compliance to D via the I systems.



31.3 If the pro-ider determines that compliance action should not be taken under the employee Compliance Framework the pro-ider must record that determination.

### 31. Compliance Service: Job Search Requirements

31.4 The pro-ider must ensure that a job search Requirement is specified in the job plan for each eligible employee in accordance with their Mutual Obligation Requirements at all times during their period of Activities even where that job search Requirement is set at zero.

31.5 Clauses 31.6 to 31.7 of this ANN R 1 AR and clause 32 below apply only to eligible employees with a job search Requirement set above zero.

31.6 The pro-ider must ensure that at all times each eligible employee is aware of their current job search Requirement that the eligible employee must record and provide details of their job searches directly to the pro-ider and how to do so.

31.3 Each month of the term of the Project Agreement the pro-ider must:

- a actively monitor and determine whether each eligible employee has met their job search Requirement or each job search period
- b where an eligible employee does not use Australian job search to record their job searches obtain from the eligible employee all Records required to document each job search in accordance with the guidance and provide them to the Department on request and
- c otherwise use best endeavours to ensure that each eligible employee meets their job search Requirement.

### 32. Compliance Service: Non-compliance with Job Search Requirements

32.1 The pro-ider must within ten business Days of the end of each job search period determine whether each eligible employee has appropriately met their job search Requirement or that job search period.

32.2 If the pro-ider determines that the relevant job search Requirement has been appropriately met the pro-ider must continue to monitor the eligible employees compliance with their job search Requirement in accordance with clause 31 of this ANN R 1 AR.

32.3 If the pro-ider determines that the relevant job search Requirement has not been appropriately met the pro-ider must on the same business Day determine whether any action should be taken under the employee Compliance Framework in relation to the event.

32.4 If the pro-ider determines that compliance action referred to in clause 32.3 of this ANN R 1 AR should be taken the pro-ider must on the same business Day:

- a document that the eligible employee has not appropriately met their job search Requirement and submit any information relevant to the event in the I systems and
- b report the non compliance to DIA the I systems.

32.5 If the pro-ider determines that compliance action referred to in clause 32.3 of this ANN R 1 AR should not be taken the pro-ider must on the same business Day:

- a record the determination in the I systems
- b continue to monitor the eligible employees compliance with their job search Requirement in accordance with clause 31 of this ANN R 1 AR.

### 33. Compliance Service: Non-compliance action for DSP Recipients (Compulsory)

- 33.1 Where a DSP Recipient Compulsory has not attended an Appointment entered into a current job plan or a voluntarily articulated in any Activities as specified in the guidance the Provider must attempt to contact the DSP Recipient Compulsory on the same business Day as becoming aware of the non-compliance.
- 33.2 If the Provider has been able to make contact with the DSP Recipient Compulsory the Provider must within 10 business days of the non-compliance determine whether the non-compliance should be reported to DSS.
- 33.3 If the Provider determines that compliance action referred to in clause 33.2 of this ANNEX 1 AR should be taken the Provider must document any information relevant to the event and report the non-compliance to DSS via the IT systems.
- 33.4 If the Provider determines that compliance action referred to in clause 33.2 of this ANNEX 1 AR should not be taken the Provider must use best endeavours to ensure that the DSP Recipient Compulsory complies with their compulsory requirements.
- 33.5 If the Provider has been unable to contact the DSP Recipient Compulsory the Provider must within 10 business Days of the non-compliance determine whether any action should be taken under the Job Seeker Compliance Framework in relation to the non-compliance.
- 33.6 If the Provider determines that compliance action referred to in clause 33.5 of this ANNEX 1 AR should be taken the Provider must document any information relevant to the event and report the non-compliance to DSS using the IT systems.

### 34. Compliance Service: DHS Compliance Obligations

- 34.1 The Provider must where directed by DSS immediately arrange or an eligible job seeker to participate in Compliance Activities. This includes but is not limited to:
- a monitoring eligible job seeker participation in Compliance Activities and
  - b ensuring the eligible job seeker's job plan is updated to reflect any change in Mutual Obligation Requirements.

### 35. Remote Employment Service: Establishment and conduct of Activities

- 35.1 The Provider must in accordance with the guidance and in consultation with the communities in the Provider Region deliver appropriate and sufficient Activities to allow or for the Dole participants to meet the requirement in their job plan to participate in or for the Dole.
- 35.2 Activities may be established and conducted by the Provider itself or by a host.
- 35.3 The Provider must ensure that an Activity:
- a individually or as part of a DSP participant's micro Activities sets a daily routine for the DSP participant
  - b has attendance guided by a supervisor and
  - c meets any other criteria or requirements set out in the guidance.
- 35.4 The Provider must not conduct an Activity if the Provider has received or will receive any payment other than under the Project Agreement in relation to or as a result of the conduct of the Activity including:
- a any funding under a Commonwealth, state, territory or local government program
  - b and any payment or other benefit from a third party including under a commercial arrangement.

- 35.5 The ro ider must not conduct an Acti ity i any art o the Acti ity:
- a ul ilis a unction hich ould normally other ise be underta en by the ro ider under the ro ect Agreement or under any other contract or arrangement bet een the ro ider and the De artment or any other Common ealth body or bet een the ro ider and a tate erritory or local go ernment body
  - b su orts any o erations acti ities or in rastructure o the ro ider hich ould other ise ha e been ac uired or in lace had the Acti ity not occurred
  - c ould ha e been underta en by a aid or er i the Acti ity had not been established or conducted
  - d results in reduced hours or a aid or er here those hours ould not ha e been reduced i the Acti ity had not been established or conducted
  - e does not com ly ith all la s including those relating to or health and sa ety re uirements and a licable Common ealth olicies  
could reasonably be e ected to bring a D artici ant the ro ider or the De artment into disre ute
  - g causes a D artici ant to be in ol ed in any ay in the se industry anything hich in ol es any nudity by any erson or any orm o ornogra hy the gambling industry or any orm o illegal acti ity
  - h in ol es any contact ith a ulnerable erson hich ould contra ene clauses 12.11 to 12.14 o the ead Agreement or
  - i in ol es acti ities hich the uidance s eci y must not be underta en as art o an Acti ity ithout the De artment s a ro al including because the rele ant acti ity is e cluded rom the De artment s insurance co erage.
- 35.6 The ro ider must ta e ull res onsibility or each Acti ity in hich a D artici ant is laced including by ensuring that here an Acti ity is conducted by a ost the ost com lies ully ith all rele ant obligations in the ro ect Agreement.
- 35.7 The ro ider must ensure that all Acti ities meet all a licable Common ealth tate and erritory legal re uirements including all La s.
- 35.8 The ro ider must ensure that all or or the Dole artici ants laced in an Acti ity recei e:
- a all things necessary or artici ation in the Acti ity including materials tools sa ety and other e ui ment and a ro riate clothing at no cost to the D artici ant and
  - b all ractical su ort and training necessary to ully artici ate in the Acti ity.
- 35.9 The ro ider must not ma e any ayment in cash or ind to any ligible ob ee er or artici ation in an Acti ity e ce t as ermitted under the uidance.
- 35.10 The ro ider must ensure that any training ro ided as an Acti ity or as art o an Acti ity is either:
- a necessary or the D artici ant to artici ate in an Acti ity or
  - b directly meet the needs o an m loyer.
- 35.11 For the ur oses o clause 35.10 o this ANN R 1 AR the ro ider must ma e use o a range o e isting Australian go ernment oundation s ill s re ocational and or s ill s training rograms and acilities to assist D artici ants.

35.12 For the purposes of clause 35.10 of this ANNEX R 1 AR, the provider may provide non-accredited training or services or the Dole participants but must not provide accredited training or Dole participants unless the provider or relevant subcontractor is a Registered Training Organisation.

### 36. Remote Employment Services: Hosted Activities

36.1 The provider may subcontract or otherwise engage hosts to conduct an Activity unless the guidance specifies that that type of Activity may not be hosted.

36.2 The provider must actively engage with potential hosts in the provider Region including employers, government organisations both at the state or territory and local government levels and non-government organisations and encourage them to become hosts.

36.3 Prior to engaging an entity as a host, the provider must ensure it has suitable contractual arrangements with the host in compliance with any requirements in the guidance.

36.4 Without limiting clause 36.3 of this ANNEX R 1 AR, the guidance may include requirements that any contractual arrangement with a host must include:

- a payment by the provider of a minimum amount to the host or placement of Dole participants in an Activity conducted by that host
- b limits on the time during which any one Dole participant may be placed in an Activity conducted by the host
- c limits on the time during which an Activity conducted by a host can continue and
- d an acknowledgement and agreement that if the host is unable to employ an appropriate number of suitable Dole participants at the end of their placement in the Activity conducted by the host or if the host otherwise acts in a manner which the provider or the Department consider to be exploitative, inappropriate or inconsistent with the guidance, the provider will not place any further Dole participants in any Activity conducted by that host.

36.5 If a host entity conducts a selection process or placement in a hosted Activity or otherwise selects a Dole participant to participate in a hosted Activity and the selected Dole participant is willing to participate in that Activity, the provider must take the necessary actions to place the Dole participant into that Activity unless:

- a the Department has confirmed in writing that the provider does not need to make the placement or
- b the guidance specifies conditions under which the provider does not need to make a placement in accordance with this clause 36.5 and the provider meets those conditions.

### 37. Remote Employment Service: Limiting liability

37.1 The provider must ensure that each Dole participant and host is aware that, to the extent allowed by law, the host, the provider or the Department may terminate any Activity at any time.

37.2 The provider must ensure that, to the extent allowed by law, there is no intention or understanding on the part of a host, a Registered Training Organisation or a Dole participant that any Activity will create legal relations, including any employment relationship, between a Dole participant and:

- a the Department
- b the provider

c a Registered Training Organisation or  
d a host.

### 38. Remote Employment Service: Placement of Work for the Dole Participants into Activities

- 38.1 The provider must record all Activities and any available places in those Activities and any placements of Dole participants into Activities on the LMS in accordance with the guidance. The provider must comply with any particular methods specified in the guidance or making or keeping Records of attendance in Activities.
- 38.2 The provider must place each Dole participant in sufficient Activities for them to meet their requirement to participate in or for the Dole by screening and to the extent possible matching suitable Dole participants with available placements in Activities.
- 38.3 The provider must ensure that the Activities in which a Dole participant is placed are designed to build a set of skills and experience that provide a pathway to real employment.
- 38.4 The provider must ensure that Dole participants clearly understand their requirement to attend Activities and that this is clearly set out in their job plans in accordance with the guidance.
- 38.5 The provider must otherwise comply with any guidance about the placement of Dole participants in Activities.
- 38.6 Unless expressly permitted by the guidance or the Department gives written permission the provider must not place or arrange for the placement of a Dole participant into an Activity if:
- the placement would involve the Dole participant working with or assisting in any way an organisation which is owned or controlled by the Dole participant or
  - the Activity contravenes clauses 35.4 or 35.5 of this ANNEX 1 ARR or any other requirement or Activities in the guidance or
  - the Department has given the provider notice that the provider must not place the Dole participant into an Activity.

### 39. Remote Employment Service: Supervision of Activities

- 39.1 The provider must ensure that Dole participants participating in an Activity are adequately and appropriately supervised at all times including with regard to the age health welfare and safety of Dole participants while undertaking that Activity. This includes ensuring there is a greater level of supervision in an Activity in which Dole participants who are vulnerable persons or in which Dole participants having direct contact with one or more vulnerable persons.
- 39.2 The provider must ensure that an Activity has a nominated supervisor unless the guidance specifies that that Activity is a type which does not require a nominated supervisor.
- 39.3 The provider must ensure that all personnel including supervisors involved in delivering Activities:
- are fit and proper persons to be involved in the Activity
  - have an appropriate level of knowledge training and experience and
  - are able to address any special needs of Dole participants who are Aboriginal or Torres Strait Islander persons, racial Carers, from culturally and linguistically diverse backgrounds, persons with a disability or Children.
- 39.4 The Department may on reasonable grounds related to the performance of the Activities give the provider a Notice to remove one or more supervisors from participating in Activities. If this

case the provider must at its own cost promptly arrange for the removal of those users from or on the relevant Activities and must arrange for their replacement with users acceptable to the Department.

39.5 The provider must implement strategies to ensure that the participation of Participants in any Activity is not disrupted or adversely affected by any absence of users.

#### 40. Remote Employment Services: Department Directions concerning Activities

40.1 The Department may at any time and at its absolute discretion give the provider a written direction in relation to a particular Activity a proposed Activity or a type of Activity including a direction that:

- a a specific activity may not be undertaken or continue as part of an Activity
- b an Activity be varied and/or
- c an Activity be managed directly by the provider rather than by a material subcontractor or a host.

40.2 If the Department gives a direction to the provider in accordance with clause 40.1 of this ANNEXURE 1 AR the provider must immediately take any action required by the direction.

40.3 The Department may from time to time notify the provider of a need to establish and conduct an Activity within a provider Region of a particular type which has particular characteristics and/or is in a particular location.

40.4 If the Department issues the provider with a Notice under clause 40.3 of this ANNEXURE 1 AR the provider must cooperate with the Department to:

- a determine a suitable way to implement the proposed Activity
- b determine whether the proposed Activity is feasible including identifying reasons and evidence if the provider considers that the proposed Activity would involve significant and unacceptable risks or would impose significant and unreasonable costs and
- c unless the Department is satisfied that the proposed Activity is unfeasible or unreasonable to establish and conduct the proposed Activity and place Participants into that Activity in accordance with the Project Agreement.

40.5 The Department is not liable for any costs incurred by the provider attributable to:

- a any non commencement suspension variation or termination of an Activity under clause 40.1 of this ANNEXURE 1 AR or
- b the establishment or conduct of an Activity under clause 40.4 of this ANNEXURE 1 AR.

## ANNEXURE 1 – PART C: TWES SERVICES

### 1. Introduction

1.1 This ANNEXURE 1 PART C details the services the provider must deliver in the relevant schedule services.

### 2. Application

2.1 The provider must deliver services in their provider Region in accordance with the relevant Agreement and the guidance including the time to commencement service guarantee.

2.2 The provider must deliver services:

- a to all eligible prisoners in accordance with this ANNEXURE 1 PART C and
- b to all participants for the duration of their period of service.

### 3. Working with Prisons

3.1 The provider must cooperate with each prison to deliver services including by:

- a negotiating the manner of the provider's attendance at the prison and communication with eligible prisoners and participants and
- b complying with any prison policies procedures requests or directions.

### 4. Promoting Time to Work Employment Services

4.1 The provider must develop links with each prison and any in-prison service providers to attract and retain participants.

4.2 The provider must promote the time to commencement service to eligible prisoners in each prison including by:

- a providing information about the time to commencement service and encouraging eligible prisoners to volunteer to participate and
- b providing information about commencement services programs available to eligible prisoners on release from prison.

### 5. Initial Appointment

5.1 Before providing services to a participant the provider must conduct an Initial Appointment with the participant.

5.2 During an Initial Appointment the provider must:

- a ensure the participant has completed the privacy consent form and registration form in accordance with clause 6 of this ANNEXURE 1 PART C
- b explain how the participant's personal information is handled in relation to the time to commencement service and
- c explain the services that the provider will deliver.

### 6. Registration of TWES Participants

6.1 The provider must ensure that the participant has completed:

- a a privacy consent form and

- b a registration form in the manner specified by the Department.
- 6.2 The provider must Commence each participant as soon as possible after the participant completes a registration form in accordance with this clause 6 of ANNEX 1 AR C.
- 6.3 The provider must not Commence a participant during a transition Out period.
- 6.4 As early as possible after a participant completes a privacy consent form in accordance with this clause 6 of ANNEX 1 AR C the provider must in the form specified by the Department request a copy of:
- education records relevant to arranging the transition plan from the relevant education authorities and prison and
  - medical records relevant to the conduct of an employment services Assessment from the relevant health and medical authorities and the prison.

## 7. Transfer of TWES Participants between Prisons

- 7.1 If the provider becomes aware that a participant who has previously received services from another provider has been transferred to a prison in the provider Region the provider must:
- refer the participant to the provider in the I systems and
  - commence delivering services to the participant effective to the extent that services have already been provided to the participant by the other provider.
- 7.2 If the provider becomes aware that a participant has been transferred to a prison that is serviced by another provider the provider must immediately provide sufficient assistance and cooperation to facilitate continuity of services to:
- the participant's new provider
  - the participant's new prison and
  - any other person nominated by the Department.

## 8. Identifying and addressing employment barriers

- 8.1 The provider must continually identify and assess each participant's employment barriers including any need to:
- address both non-occupational and occupational barriers and improve their personal situation
  - address literacy and numeracy deficits
  - obtain higher qualifications
  - obtain a driver's licence or
  - otherwise improve their work readiness.
- 8.2 The provider must identify initiatives, services and education courses that will address a participant's employment barriers and must:
- facilitate access to the initiatives, services and education courses available while the participant is in the prison and



- b. there are or access to the initiatives services and education courses available after the participant's release from the prison.

## 9. Contacts

- 9.1 The provider must engage each participant in appropriate Contacts that include:
- a. an Initial Assessment in accordance with clause 5 of this ANNEX 1 AR C
  - b. assessment of the participant's level of disadvantage using the Job Seeker Classification Instrument
  - c. conduct of an Employment Services Assessment by D
  - d. discussion and approval of a transition plan
  - e. discussion of the participant's employment education and training history including any prior education and training while in prison and any vocational and career aspirations
  - f. identification of any employment barriers identified from the participant's education and medical records and
  - g. a facilitated transfer meeting where applicable.
- 9.2 The provider must ensure that:
- a. all Contacts are face to face between the participant and the provider except where that is not possible due to circumstances outside of the provider's control
  - b. all Contacts are delivered by the provider in a culturally competent manner in accordance with any guidance and appropriately tailored to meet the individual circumstances of the participant
  - c. the results of all Contacts except the Initial Assessment are recorded in the I systems.

## 10. Job Seeker Classification Instrument

- 10.1 Prior to the facilitated transfer meeting or the participant's release from the prison whichever occurs earlier the provider must:
- a. assess the participant's level of disadvantage using the Job Seeker Classification Instrument in accordance with any guidance and
  - b. record all information relevant to the Job Seeker Classification Instrument in the I systems.

## 11. Transition Plan

- 11.1 Prior to a facilitated transfer meeting or the participant's release from the prison whichever occurs earlier the provider must prepare a transition plan for each participant.
- 11.2 A transition plan must:
- a. be prepared in consultation with the participant the relevant prison and any other prison service providers assisting the participant
  - b. be in the form and containing the contents specified in the I systems and any guidance
  - c. include reference to the participant's relevant education records and

discuss employment barriers and relevant initiatives services and education courses identified by the provider in accordance with clause 8 of this ANNEX 1 A R C.

11.3 Prior to the participant's visit the provider must discuss the transition plan with the participant and use best endeavours to obtain the participant's approval to the transition plan in accordance with any guidance.

11.4 The provider must record the transition plan and any participant approval to the transition plan in the LMS in accordance with any guidance.

## 12. Employment Services Assessment

12.1 Prior to a facilitated transfer meeting or a participant's release from the prison whichever occurs earlier the provider must:

- a arrange or D to participate in a meeting with the participant to conduct an Employment Services Assessment
- b where the participant consents attend the meeting referred to in clause 12.1 a and assist the participant to engage with and provide information to D and
- c where the participant has provided a privacy consent provide a copy of the participant's medical records to D.

## 13. Facilitated Transfer to Employment Services Programs

13.1 Where a participant is referred by D to an employment services provider the provider must arrange a facilitated transfer meeting between the participant and the proposed employment services provider.

13.2 In preparation for a facilitated transfer meeting the provider must discuss with the participant and provide information about:

- a the region in which the participant intends to live on release from the prison
- b the employment services programs available in this region
- c the vacancies and skills in demand in or near the region
- d how employment services providers are allocated to observers including the D policy in relation to choice of employment services provider
- e any Mutual Obligations Requirements including activity test or participation requirements the participant may have to meet in order to receive an Income Support Payment and the purpose and importance of the participant attending a D pre-release interview.

13.3 During the facilitated transfer meeting the provider must:

- a introduce the proposed employment service provider to the participant
- b facilitate discussion between the participant and the proposed employment service provider about transition to an employment services program following release from the prison and the participant's transition plan and
- c confirm the first post-release meeting between the participant and the proposed employment services provider.

**14. Exits**

- 14.1 Where an exit occurs the participant's period of service ends and the prisoner may cease reporting services to the participant.
- 14.2 An exit occurs or a participant when:
- a the participant commences in an employment program other than N I
  - b a prisoner exit occurs in accordance with clause 14.3 of this ANNEX 1 A R C or
  - c any other event specified by the Department occurs.
- 14.3 The prisoner must perform a prisoner exit activity:
- a advises the prisoner they no longer wish to participate or otherwise ceases to participate in the time to or employment service
  - b ceases to be an eligible prisoner
  - c is not eligible for an employment program or is exempt on release from the prison
  - d does not complete a DPP release interview or commence in an employment program within 13 weeks of release from the prison
  - e is referred to N I or
- does any other act or fails to do an act as specified by the Department.
- 14.4 Where an exit occurs for any reason but the participant later returns to services the prisoner must commence the participant and:
- a if the participant returns to services less than 13 weeks after the date of the exit resume delivering any services that have not yet been provided to the participant or
  - b if the participant returns to services more than 13 weeks after the date of exit provide all services to them as a new participant.

**15. Transition Out Period**

- 15.1 During the Transition Out period the prisoner must:
- a cease delivering services under clause 4 of this ANNEX 1 A R C
  - b use best endeavours to deliver all other services in full to any participants prior to the Completion Date and
  - c comply with any other reasonable direction of the Department.

## ANNEXURE 2 – MONIES

**[Note to Providers: This ANNEXURE 2 – MONIES is divided into three parts: PART A – GENERAL, PART B – CDP MONIES, PART C – TWES MONIES]**

### ANNEXURE 2 – PART A: GENERAL

#### 1. General Arrangements applicable to all Monies

- 1.1 The Department will pay to the provider the following payments in accordance with the Project Agreement if those payments are specified in the Project Schedule:
- Case management payment
  - Attendance payment
  - Employment Outcome payment
  - Service payment
  - Transition plan payment and Ancillary payments.
- 1.2 The Department will also pay to the provider the following types of Funding as set out in the Project Agreement if that Funding is specified in the Project Schedule:
- Employer Incentive Funding
  - Capital Investment Funding and
  - Strengthening Organisational Performance Funding.
- 1.3 The provider is entitled to receive monies or services:
- delivered in respect of eligible employees and
  - delivered in respect of Ineligible CD participants only where the guidance expressly authorises the payment of such monies.
- 1.4 The Department will adjust payments calculated under the Project Agreement in respect of an eligible employee who is the subject of a suspension in accordance with the guidance.
- 1.5 Where the Project Agreement indicates a date on which the systems will calculate a payment or Funding but it is not possible or practicable to use that date the calculation may be done on another date selected by the Department.
- 1.6 Where a provider considers that the systems have incorrectly calculated a payment or Funding amount the provider may make a special claim or a payment or Funding in accordance with the guidance.
- 1.7 The provider must ensure that it holds Documentary Evidence in relation to payments and Funding which:
- complies with any requirements in the guidance
  - is accurate and complete and
- must satisfy that Documentary Evidence to the Department when required by the Department.

#### 2. Capital Investment Funding

- 2.1 Capital Investment Funding is payable to the provider if the provider is providing CD services to enable the provider to purchase small capital items or use in the course of

Activities and or enterprise development. Capital Investment Funding is Funding or the purposes of the Project Agreement.

2.2 The Department will pay the provider Capital Investment Funding where the Department is satisfied that:

- a the provider has submitted a Capital Investment Fund application addressing any requirements set out in the guidance and
- b the Capital Investment Fund application has been approved by the Department.

2.3 If the provider does not send the Capital Investment Funding in accordance with the terms of the Capital Investment Fund application within 20 business Days or as otherwise agreed with the Department of receiving an amount of Capital Investment Funding the provider must repay the Capital Investment Funding to the Department in accordance with the guidance.

### 3. Strengthening Organisational Governance Funding

3.1 Strengthening Organisational Governance Funding is payable to the provider to assist with the one-off costs associated with transferring incorporation status. Strengthening Organisational Governance Funding is Funding or the purposes of the Head Agreement.

3.2 If the provider has been required to become incorporated in accordance with clauses 13.17 to 13.21 of the Head Agreement the Department will pay the provider a one-off amount of 10 000.00 exclusive of GST following the provider providing proof of the change in incorporation status to the Department.

3.3 The provider agrees that the amount referred to in clause 3.2 of this ANNEXURE 2 PART A represents a genuine re-estimate of the costs likely to be incurred in complying with the incorporation requirement and that the Department is not liable for any further amount. This amount will be paid only if the provider has not received a similar payment under any other agreement with the Department.

### 4. Ancillary Payments

4.1 Ancillary payments are payable to the provider from time to time at the Department's absolute discretion.

4.2 If the Department makes any Ancillary payments those Ancillary payments will be subject to the provider satisfying any terms and conditions notified to the provider and meeting any requirements specified in the guidance.

## ANNEXURE 2 – PART B: CDP MONIES

### 1. Case Management Payment

- 1.1 The Department will pay the Case management payment to the provider or the delivery of all general services Case management services and Compliance services in respect of all eligible job seekers in accordance with the Contract Agreement.
- 1.2 Case management payments will be calculated in accordance with the following principles:
- Case management payments are payable for each day in a month as follows:
 

***Total number of Commenced or Suspended Eligible Job Seekers in the Caseload x Daily Rate for each Eligible Job Seeker***
  - The **Daily Rate** for an eligible job seeker is calculated based on the applicable maximum annual rate of Case management payment divided by 12 months divided by the actual number of days in the relevant month.
  - The **Caseload** includes all eligible job seekers with a status of Commenced or suspended who resided in the provider Region on the relevant day according to the information in the IT systems.
  - The maximum annual Case management payment or services provided in respect of each eligible job seeker who is required to participate in or on the Dole is **\$4,000** exclusive of GST.
  - The maximum annual Case management payment or services provided in respect of each eligible job seeker who is not required to participate in or on the Dole is **\$6,000** exclusive of GST.
- 1.3 Case management payments will be paid monthly in arrears for each calendar month.
- 1.4 Before the last day of the following calendar month the IT systems will use the principles in clause 1.2 of this ANNEXURE 2 to calculate the total Case management payment payable to the provider for that month.

### 2. Attendance Payment

- 2.1 The Department will pay the Attendance payment to the provider or the delivery of Remote employment services in respect of Participants in accordance with the Contract Agreement.
- 2.2 The Attendance payment is only payable in respect of Participants who meet all the following criteria:
- have a status of Commenced
  - have an Approved job plan
  - have been placed in an Activity
  - are not subject to a period of time Out.
- 2.3 Attendance payment will be calculated in accordance with the following principles:
- Attendance payments are payable for each day in a month as follows:
 

***Total number of WfD Participants in the Caseload x Daily Rate for a WfD Participant***

- b. The **Daily Rate** for a Participant is calculated based on the applicable maximum annual Attendance Payment divided by 12 months divided by the actual number of working days in the relevant month.
- c. The **Caseload** includes all Commenced eligible employees who resided in the relevant Region on the relevant day according to the information in the I systems.
- d. The maximum annual Attendance Payment for employees provided in respect of each Participant who is required to participate in or for the Dole is **\$8,000** inclusive of .
- e. The maximum annual Attendance Payment for employees provided in respect of each Participant who is not required to participate in or for the Dole but has voluntarily elected to participate is **\$2,000** inclusive of .

Attendance Payments will be paid monthly in arrears for each calendar month.

2.4 Before the last day of the following calendar month the I systems will use the principles in clauses 2.2 and 2.3 of this ANN R 2 AR to calculate the total Attendance Payment payable to the ro ider for that month.

**3. Employment Outcome Payments**

3.1 Employment Outcome Payment is payable to ro iders for Employment Outcomes achieved by any eligible employee as part of CD services.

3.2 The Department will pay the ro ider an Employment Outcome Payment calculated in accordance with clause 3.8 of this ANN R 2 AR below where the Department is satisfied that:

- a. the requirements in clause 3.3 of this ANN R 2 AR for either a Full Employment Outcome or a Partial Employment Outcome have been met
- b. the eligible employee has satisfied an Outcome period in accordance with clauses 3.5 to 3.7 of this ANN R 2 AR and
- c. the ro ider has confirmed that the relevant Employment Outcome has been achieved and that the ro ider has retained accurate Documentary Evidence of the Employment Outcome by a reporting the Employment Outcome on the I systems.

3.3 The requirements for a Full Employment Outcome and a Partial Employment Outcome are as follows:

eligible employee	Requirements for Full Employment Outcome	Requirements for Partial Employment Outcome
In receipt of NE start Allowance N/A or Youth Allowance A other	eligible employee remains in employment that generates sufficient income to cause income support to cease or remains in an apprenticeship or traineeship that is full time.	eligible employee gains employment that generates sufficient income to reduce their Income Support Payments by an average of at least 60 per cent.
Not in receipt of N/A or A other	eligible employee remains in employment for at least 20 hours in each week.	eligible employee gains employment for an average of 15 hours or more in each week.

Eligible job seeker	Requirements for Full Employment Outcome	Requirements for Partial Employment Outcome
<p>In receipt of N A A other or parenting payment partnered or single and is identified as a principal Carer as recorded on the I systems or is in receipt of Carer payment</p>	<p>eligible job seeker remains in employment or at least 30 hours in each fortnight.</p>	<p>eligible job seeker remains in employment or an average of 10 or more hours per week.</p>
<p>as partial Capacity to work</p>	<p>eligible job seeker remains in employment that equals or exceeds their minimum number of hours per week in a range as assessed through an At or CA as recorded on the I systems but is not less than 8 hours per week.</p>	<p>eligible job seeker gains employment or an average of at least 70 per cent or more of their minimum number of hours per week in a range as assessed through an At or CA as recorded on the I systems but is not less than 8 hours per week.</p>

- 3.4 If a partial employment Outcome payment has been paid to the rovider in relation to an eligible job seeker the rovider is not subsequently entitled to be paid any additional amount if the eligible job seeker subsequently satisfies the requirements for a Full employment Outcome.
- 3.5 The Outcome period for a 13 week employment Outcome is a 13 week period subject to any allowable breaks in employment set out in the guidance. This Outcome period starts on the Outcome start Date or any related Outcome start Date. An Outcome period must not overlap with any other 13 week period.
- 3.6 The Outcome period for a 26 week employment Outcome is a 13 week period which commences immediately after the end of a previous 13 week period or a maximum of 26 consecutive weeks subject to any allowable breaks in employment set out in the guidance. An Outcome period for a 26 week employment Outcome must not overlap with any other 13 week period.
- 3.7 The Outcome period must be entered by the rovider on the I systems in accordance with the guidance and must occur after Commencement.
- 3.8 The amount of the employment Outcome payment will be calculated for each eligible job seeker who achieves an employment Outcome in accordance with the following table:

Employment Outcome	Amount of Employment Outcome Payment (GST exclusive)
<b>13 Week Employment Outcome</b>	
Full employment Outcome	<b>\$4,000.00</b>
partial employment Outcome	<b>\$2,000.00</b>



Employment Outcome	Amount of Employment Outcome Payment (GST exclusive)
<b>26 week Employment Outcome</b>	
Full employment Outcome	<b>\$6,000.00</b>
Partial employment Outcome	<b>\$3,000.00</b>

- 3.9 The Department will not pay the provider an employment Outcome payment:
- a on a pro rata basis in relation to an employment Outcome
  - b in relation to a Non payable Outcome or
  - c in relation to an grade unless all the requirements of the definition of grade are satisfied and the provider has complied with all requirements in the guidance in relation to claiming an employment Outcome payment where there has been an grade.
- 3.10 If after the start Date the provider could have been entitled to receive an employment Outcome payment under a “Funding Agreement 2013 – 2018 Remote Jobs and Communities Programme” previous Funding Agreement because the Outcome period or an eligible job seeker commenced on or before the start Date but the Outcome was achieved after the start Date the Department will pay the provider an employment Outcome payment as if the previous Funding Agreement had continued in force.

**4. Employer Incentive Funding**

- 4.1 Employer Incentive Funding is payable to the provider if the provider is providing CD services to help stimulate job creation increase demand or employment of eligible job seekers and strengthen relationships with employers. Employer Incentive Funding is Funding on the purposes of the Project Agreement.
- 4.2 The systems will alert the provider when to claim an amount of Employer Incentive Funding. The provider must only claim an amount of Employer Incentive Funding in relation to an eligible job seeker where the provider is satisfied that the eligible job seeker has been employed by one employer during a 26 week period subject to any allowable breaks in employment as set out in the guidance so as to satisfy a category set out in clause 4.7 of this ANNEX R 2 AR.
- 4.3 The provider may only claim Employer Incentive Funding in respect of an eligible job seeker once or a 26 week period.
- 4.4 The provider must not claim an amount of Employer Incentive Funding where:
- a the provider is the employer unless the Department has given approval or
  - b the employer is receiving any payments to employ the eligible job seeker through any other Commonwealth state or territory government program.
- 4.5 Where the provider receives an amount of Employer Incentive Funding the provider must ensure that the employer of the relevant eligible job seeker is paid an equivalent amount within 10 business days of the provider receiving the Employer Incentive Funding.
- 4.6 If the provider does not pay the employer in accordance with clause 4.5 of this ANNEX R 2 AR within 10 business days of receiving an amount of Employer Incentive Funding the

providor must promptly repay the amount of the employer Incentive Funding to the Department in accordance with the guidance.

4.7 The amount of the employer Incentive Funding will be calculated for each eligible job seeker as follows:

Eligible Job Seeker	Extent of Employment	Amount of Employer Incentive Funding (GST exclusive)
In receipt of Newstart Allowance, N/A or Youth Allowance, A other	eligible job seeker remains in employment that generates sufficient income to cause Income support payments to cease or the eligible job seeker remains in an apprenticeship or traineeship that is full time.	<b>\$10,000</b>
	eligible job seeker gains employment that generates sufficient income to reduce their Income support payments by an average of at least 60 per cent.	<b>\$5,000</b>
Not in receipt of N/A or A other	eligible job seeker remains in employment or at least 20 hours in each week.	<b>\$10,000</b>
	eligible job seeker gains employment or an average of 15 hours or more in each week.	<b>\$5,000</b>
In receipt of N/A A other or parenting payment, partnered or single and is identified as a principal Carer as recorded on Our Lists or is in receipt of Carer payment	eligible job seeker remains in employment or at least 30 hours in each fortnight.	<b>\$10,000</b>
	eligible job seeker remains in employment or an average of 10 or more hours per week.	<b>\$5,000</b>
as partial Capacity to work	eligible job seeker remains in employment that equals or exceeds their minimum number of hours per week in a range as assessed through an At or CA as recorded in the Lists but is not less than 8 hours per week.	<b>\$10,000</b>
	eligible job seeker gains employment or an average of at least 70 per cent or more of their minimum number of hours per week in a range as assessed through an At or CA as recorded in the Lists but is not less than 8 hours per week.	<b>\$5,000</b>

4.8 The Department may, by giving the provider Notice in writing:

- a change the amount of the employer Incentive Funding
- b change the eligibility requirements for employer Incentive Funding

cannot use a new mechanism or payment of Employer Incentive Funding or  
discontinue providing any Employer Incentive Funding.

4.8 If the Department gives the employer a Notice under clause 4.8 of this ANNEXURE 2, any transitional provisions specified in the Notice will also apply.

ANNEXURE 2 – PART C: TWES MONIES

1. TWES Service Payment

1.1 The service payment is payable to prisoners in respect of services to connect Indigenous people in prison with employment services, to enable them to transition back into the community and help them find or follow their release program.

1.2 The Department will pay the prisoner the service payment for each prison:
a) at the service start Date on a pro rata basis in accordance with the calculations at clauses 1.3 as modified by clause 1.4 of this ANNEXURE 2 PART C and
b) thereafter at the beginning of each six month period or the term of the Project Agreement in accordance with the calculation at clause 1.3 of this ANNEXURE 2 PART C.

1.3 The service payment for each six month period or each prison will be calculated in accordance with the following principles:
a) the service payment is calculated as: **Estimated Commencements Service Fee**
b) the **Service Fee** is \$333
c) **Estimated Commencements** is calculated as: **Service Percentage Estimated Eligible Prisoners**
d) **Service Percentage** is calculated as:
$$\frac{\text{number of participants Commenced in the preceding 12 month period}}{\text{number estimated eligible prisoners or the preceding 12 month period or 50 whichever is higher}} \text{ and}$$
e) **Estimated Eligible Prisoners** is calculated as the Department's estimation of the number of eligible prisoners that will be in the prison or the relevant 12 month period or the estimated number of eligible prisoners as specified in the Project schedule whichever is higher.

1.4 The service payment to be paid at the service start Date for each prison for the first 12 month period is calculated as:

$$\frac{\text{service payment amount calculated in accordance with clause 1.3 of this ANNEXURE 2 PART C}}{\text{No. of days from service start Date until the end of the relevant 12 month period}} = \text{No. of days in the relevant 12 month period}$$

1.5 The Department will not pay the prisoner a service payment:
a) on a pro rata basis except in accordance with clause 1.4 of this ANNEXURE 2 PART C or
b) after the services end Date.

2. TWES Transition Plan Payment

2.1 Transition plan payment is payable to prisoners or services or reparation and implementation of a transition plan.

2.2 The Department will pay the prisoner a transition plan payment of 666 for each participant on:

- a recording the participant's role in the transition plan in the I systems or
- b if the participant does not approve the transition plan as otherwise specified in the guidance.

2.3 The Department will not pay the provider a transition plan payment:

- a in respect of a participant Commenced on or after the first day of the transition Out period or
- b after the Services End Date.

### ANNEXURE 3 – REPORTING

The provider must provide Reports to the Department during the term in accordance with this ANNEXURE 3 and the provisions of the Project Agreement.

All Reports must be in writing and provided to the Department via email, letter or other means as directed by the Department.

No.	Reporting requirement	Description	Project Agreement Reference	Required Delivery date/s
<b>INCIDENT REPORTS</b>				
1.	Death or serious incident Notification	Provider must Notify the Department of a death or serious injury occurs or almost occurs while the provider is conducting the services.	Head Agreement Clause 12.9	Immediately after incident has occurred
2.	Accident serious injury or death Report	Provider must submit a Notification of Serious Incident Report to the Department	Head Agreement Clause 12.9	Immediately or within 24 hours of the incident
3.	Serious incident written report	Provider must submit a detailed written report to the Department including description of incident/injury action taken to manage the incident actions on the provider to manage the risk occurring again how provider will minimise the disruption to services or activities and any other relevant details as requested by the Department or the insurer	Head Agreement Clause 12.9	Within 10 Business Days
4.	Notifiable Incident under Act	Where relevant provider must give the Department Notice of Notifiable Incidents and a copy of any written notice provided to the Regulator.	Head Agreement Clause 12.9	At the same time as providing the report to the Regulator or as soon as is possible in the circumstances.
5.	Notifiable Incident Report	Where relevant the provider must provide a copy of the Report given to the Regulator detailing the circumstances of the Notifiable Incident the results of investigations into its cause and any recommendations or strategies for prevention in the future.	Head Agreement Clause 12.9	Within the time frames specified by the Department.

6.	Notifiable Incident in forming requirements	The provider must inform the Department of any suspected contravention of the Laws relating to the services any or place entry by a entry permit holder or an inspector to any place where the services are being performed or undertaken and proceedings against the provider or any decision or request by the Regulator given to the provider under the Laws.	Lead Agreement Clause 12.9	within 24 hours of being aware of being required to report a notifiable incident under the Laws.
7.	Information security breach	Providers must Report all breaches of Information security to the Department's Contract manager in accordance with clauses 20.3 to 20.7. This includes situations where provider's personnel suspects that breach may have occurred or that a person may be planning to breach security.	Lead Agreement Clauses 5.17 5.18	As soon as possible but within 24 hours of identifying the Information security breach.

**SERVICES REPORTS**

8.	Observation compliance reports	Providers are required to submit observation compliance reports according to the guidance. These reports are submitted via the Information systems.	N/A	As required
9.	Provider information form IF	Where a provider has a change to site details organisational contacts or bank account details the information must be sent in a IF to National Office via the Contract manager	N/A	As required
10.	Implementation plan	As specified in guidance	N/A	As required
11.	Progress Report	As specified in guidance	N/A	As required

**FINANCIAL REPORTS**

12.	Financial statements	The provider must provide the Department with their financial statements for each year of the Project Agreement.	N/A	within ten business days of the provider's Annual General Meeting or
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				<p>if no A occurs within 90 days of the completion of the financial statements and no later than 120 Business Days after the end of a financial year.</p>
13.	<p>material subcontractors and partnershi financial statements</p>	<p>material subcontractor or partnershi members must provide one copy of the consolidated financial statements or each material subcontractor or member of the partnershi unless otherwise directed by the Department.</p>	N/A	<p>within 90 Business Days of the relevant direction by the Department.</p>
14.	<p>Audited financial statements</p>	<p>where audited financial statements are created or the provider the provider must provide them to the Department.</p>	N/A	<p>As soon as possible after receipt of the audited financial statements by the provider.</p>
15.	<p>Other financial reports</p>	<p>The Department may at any time direct the provider to provide any information that the Department may reasonably require to determine that that the provider has sufficient financial resources to continue carrying on business.</p>	N/A	<p>The provider must comply with the Department's direction within the time frame that the Department specifies.</p>
<b>OTHER REPORTS</b>				
16.	<p>Reporting with vulnerable people</p>	<p>The provider must report on compliance with the reporting with vulnerable people requirements set out in the Head Agreement</p>	<p>Head Agreement Clause 12.14</p>	<p>by no later than 31 October each year and in such form as may be specified by the Department</p>



**ANNEXURE 4 – TEMPLATES**

## ANNEXURE 4 – PART A – FORM OF MATERIAL SUBCONTRACTOR DEED POLL

THIS DEED POLL (Deed) is given by:

***name and registration number of Material Subcontractor*** or ***address of material subcontractor***  
**Material Subcontractor**

in and for of the Commonwealth of Australia as represented by the Department of the Prime Minister and Cabinet A/N 18 108 001 191 the **Department**.

### RECITALS

- A. The Department and ***insert Provider name, address and registration number*** **Provider** are parties to a Head Agreement under which the Provider can provide services in relation to the Department's Community and Development program.
- B. The Department and the Provider have agreed or intend to agree a project schedule or the provision of services that will create a contract under the Head Agreement **Project Agreement**.
- C. The material subcontractor has agreed or intends to agree with the Provider to provide as sets of the services under the Project Agreement on the terms of a material subcontract.
- D. Under clause 6 of the Head Agreement the material subcontractor is required to provide this Deed to the Department before the Department will allow the material subcontractor providing services under the Project Agreement.

### THIS DEED PROVIDES:

#### 1. Definitions

- 1.1 Words and expressions defined in the Project Agreement have the same meaning when used in this Deed.

#### 2. Covenants

- 2.1 The material subcontractor acknowledges and agrees for the benefit of the Department:
- a that it has been provided with and has relied a copy of the Head Agreement the project schedule and the guidance which are all part of the Project Agreement
  - b to comply with the following clauses in the Head Agreement in relation to the services provided under the material subcontract as if it was the Provider providing those services under the Project Agreement:
    - i 5 Delivering the services
    - ii 7 Reporting and Records Management
    - iii 8 Provider Performance
    - i 9.14 9.15 Management of Funding
    - 9.24 to 9.25 Financial Revisions
    - i 9.26 to 9.27 Financial Methodology
    - ii 10 Assets
    - iii 12 Compliance with laws, policies and guidance
    - i 13 Corporate Governance
    - 14 Indemnity
    - i 16 Conflict of Interest

- ii 17 Fraud
  - iii 19 Intellectual Property Rights
  - i 20 Privacy confidentiality and data protection
  - 21 Acknowledgement and publicity
  - i 22 Dispute resolution
  - ii 23.1 Insurance
  - iii 23.2 to 23.9 Consequences of breach
  - i 24 Termination
  - 25 Intellectual property rights and
  - i 27 Jurisdiction clauses
  - ii 34 Applicable law and jurisdiction
- c that it agrees to the Department's rights under the Deed Agreement in connection with its obligations in clause 2.1 b
- d that it will not act in any manner that would cause the Provider to breach its obligations under the Deed Agreement
- e that under the Deed Agreement the Department has the right to renege its approval of the material subcontractor without payment of any compensation in relation to that renege and as a result that the Provider may terminate the material subcontract that the material subcontractor will not further subcontract the provision of the services without approval in writing from the Department and
- g to perform and observe all of the material subcontractor's obligations under the material subcontract and to discharge all of the material subcontractor's liabilities under the material subcontract or to cause those liabilities to be discharged.

### 3. No reduction or release

- 3.1 Without limitation the liability of the material subcontractor under this Deed will not be affected by:
- a the granting by the Department to the Provider of time or indulgence or concession or the making of any compromise or compromise with the Provider
  - b any variation of any of the obligations and liabilities under the Deed Agreement made either with or without the knowledge of the material subcontractor or
  - c the release of any of the Provider's obligations or liabilities under the Deed Agreement.

### 4. Severability

- 4.1 Any provision of this Deed which is illegal, void or unenforceable will be inoperative to the extent only of the illegality, voidness or unenforceability without invalidating the remaining provisions of this Deed.

### 5. Representations and warranties

- 5.1 The material subcontractor represents and warrants to the Department that:
- a this Deed constitutes a valid and legally binding obligation of it in accordance with its terms

- b the execution, delivery and performance of this Deed by it does not breach any law or any document or agreement to which it is a party or which is binding on it or any of its assets and
- c all information provided by the material subcontractor to the Department in connection with this Deed and the material subcontract is true in all material respects and is not by omission or otherwise misleading in any material respect.

## 6. Applicable Project Agreement provisions

6.1 The following clauses of the Head Agreement apply to this Deed as if they are provisions of this Deed:

- a 4.2, 4.5 and 4.7, 4.11 of this Head Agreement and Project Schedules
- b 28 Notices
- c 32, 31 and
- d 34 Applicable Law and Jurisdiction.

Choose the appropriate signature block for the material subcontractor depending on whether they are 1 a company registered under the *Corporations Act 2001* (Cth) or 2 a company registered under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth). If the material subcontractor is 1 an individual 2 an incorporated association or 3 a proprietary company with a sole director and no company secretary registered under the *Corporations Act 2001* (Cth) please see guidance from the Legal Services Branch to ensure the Deed is properly executed.

executed as a Deed poll

**The Material Subcontractor acknowledges that it:**

- a) *has read and understood this Deed Poll;*
- b) *has had the opportunity to obtain independent legal advice prior to execution of this Deed Poll and to the extent that the Material Subcontractor fails to obtain independent legal advice, the Material Subcontractor covenants that such failure will not be used by the Material Subcontractor as a defence to the enforcement of the provisions of the Deed Poll; and*
- c) *is knowingly and voluntarily entering into this Deed Poll.*

**SIGNED, SEALED AND DELIVERED** for and on behalf of **[Insert name of Material Subcontractor (ACN xxx xxx)]** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Director	Name
	./ ./ .

Director/Company secretary	Name
	./ ./ .



**ANNEXURE 4 – PART B – FORM OF NON-DISCLOSURE DEED POLL**

**DEED POLL as to CONFIDENTIALITY & PRIVACY**

<p>I</p> <p><b>Recipient</b> block letters</p>
--

<p>o :</p> <p>Full residential address</p>
--

<p>may be provided with access to or information about the Department's operations and mail business information technology computer system or other Commonwealth systems <b>the 'IT Systems'</b> in connection with the provision of services or the Community Development program to the Commonwealth of Australia by:</p> <p>Name of provider</p> <p><b>1. Provider</b></p>
--

The Recipient agrees as follows for the benefit of the Commonwealth of Australia as represented by the Department of the Prime Minister and Cabinet A/N 18 108 001 191 the **Department**.

1.1 If the Recipient is given access to or information about the IT systems the Recipient will receive and have access to information which:

- a is identified as confidential
- b the Recipient knows or ought to know is confidential
- c is by its nature confidential or
- d is Personal Information

collectively 'Confidential Information'.

1.2 For the purpose of this clause '**Personal Information**' means information or an opinion including information or an opinion forming part of a database whether true or not and whether recorded in a material form or not about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

1.3 Subject to clause 1.4 of this deed the Recipient must:

- a at all times treat as confidential and must not disclose to any person any Confidential Information
- b at all times see all Confidential Information securely stored in accordance with any directions by the Department
- c deliver up to the provider all Confidential Information in its possession or control as directed by the Department or the provider and

- d not:
- i copy or duplicate or reproduce in any manner whatsoever or electronic translations or extractions from any portion of the Confidential Information or
  - ii modify create or recreate by any means in whole or in part any aspect or version of the Confidential Information or cause or permit any other person to do any of the foregoing.

1.4 The restrictions under clause 1.3 of this deed do not apply to disclosure of any information:

- a to the extent to which it is required or authorised by law
- b to the extent to which it is absolutely necessary to enable the Recipient to lawfully complete the provision of services to the Provider or
- c which is in or comes into the public domain otherwise than by disclosure in breach of this deed.

1.5 The Recipient must:

- a take all action as may be necessary to satisfy its obligations under this deed
- b promptly notify the Provider and the Department of any unauthorised possession disclosure use or knowledge of the Confidential Information and take all steps necessary to prevent the recurrence of such possession disclosure use or knowledge
- c cooperate with the Provider or the Department in any litigation against third parties which might be considered necessary or appropriate by the Provider to protect the Confidential Information and
- d do or cause to be done all acts matters and things and execute or cause to be executed all agreements deeds and other documents as may be necessary to give effect to this deed.



**EXECUTED** as a deed poll

DATE: \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ .

**SIGNED SEALED AND DELIVERED** by

Signature ..

in the presence of :

Signature of witness ..

.....  
Name of witness in full

## ANNEXURE 5 – INTERPRETATION AND GLOSSARY

### 1. Interpretation

- 1.1 In the Head Agreement and any Project Agreement unless the contrary intention appears all capitalised terms have the meaning given to them in this ANNEXURE 5 INTERPRETATION AND GLOSSARY. All other words have their natural and ordinary meaning.
- 1.2 In the Head Agreement and any Project Agreement unless the contrary intention appears:
- a words in the singular include the plural and vice versa
  - b words importing a gender include the other gender
  - c a reference to a person includes a partnership and a body whether corporate or otherwise
  - d a reference to a table clause paragraph subparagraph or an Annexure is a reference to a table clause paragraph subparagraph or an Annexure in the part of the Project Agreement in which the reference appears
  - e clause headings or words in bold format are inserted for convenience only and have no effect in limiting or extending the language of provisions
- all references to dollars are to Australian dollars
- g a reference to legislation is to legislation of the Commonwealth as amended from time to time
- h a reference to guidance is a reference to the guidance as amended by the Department from time to time
- i any uncertainty or ambiguity in the meaning of a provision of the Head Agreement or any Project Agreement will not be interpreted against a party just because that party prepared the provision and
- 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.
- 1.3 No right or obligation in the Head Agreement or the Project Agreement is to be read or understood as limiting the provider's rights to enter into public debate or criticism of the Department.
- 1.4 Material contained in any reader guides notes or information boxes in this Head Agreement is for information only and has no legal effect on the provisions.

### 2. Definitions

**ABN** has the meaning given by section 41 of the *A New Tax System (Australian Business Number) Act 1999*.

**Aboriginal and Torres Strait Islander person** means a person:

- a who is identified as such on the Identity Systems or
- b who:
  - i is of Aboriginal and/or Torres Strait Islander descent
  - ii identifies as an Aboriginal and/or Torres Strait Islander person and
  - iii is accepted as such in the community in which the person lives or has lived

and **Aboriginal and Torres Strait Islander Peoples** has an equivalent meaning where reference is to more than one person.

**Activity** and **Activities** mean the activities that the provider is required to conduct as part of Remote employment services in accordance with ANN R 1 AR CD services.

**Adjustable Value** means the cost of an Asset less its decline in value determined in accordance with the Australian taxation Office guide to Depreciating Assets 2018 as amended or replaced from time to time.

**Adjustment Event** has the meaning given in section 195.1 of the Act.

**Adjustment Note** has the meaning given in section 195.1 of the Act.

**Ancillary Payment** means the payment of that name described in ANN R 2 AR A ONI.

**Annexure** means an annexure to this Head Agreement.

**Appointment** means a time or a meeting between the provider and an eligible employee in accordance with clause 19 of ANN R 1 AR CD services.

**Approved Assistance** means assistance for which the provider has submitted an application to a JobAccess provider and received the JobAccess provider's approval or an Approved Assistance Amount to be expended on that assistance.

**Approved Assistance Amount** means the amount approved by a JobAccess provider or expenditure under the Remote Employment Assistance Fund.

**Archives Act** means the *Archives Act 1983* Cth.

**Assessment** means a normal assessment of an eligible employee's job readiness including current skills and experience as well as any level of disadvantage which is to be conducted by the provider in accordance with any guidance. **Assess** has the corresponding meaning.

**Asset** means unless a project schedule states otherwise any item of real or personal property that has a value or acquisition cost of \$5,000 or more and is either:

- a leased or purchased wholly or partly using any Funding or
- b purchased or leased by a Former provider using any form of funding from the Commonwealth or the former Aboriginal and Torres Strait Islander Commission or one of its predecessors and subsequently transferred or made available to the provider either directly by the Former provider or by any other entity or the purchase or delivery of any services.

For clarity an item described as an 'Asset' in the project schedule is an Asset.

**Attendance Payment** means the payment of that name described in ANN R 2 AR CD services.

**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 Jobsearch** means the job database of that name located at [jobsearch.gov.au](http://jobsearch.gov.au).

**Business Day** means:

- a day that is not a Saturday, Sunday or a public holiday, special holiday or bank holiday in the place where the services are being delivered or
- b a day as determined in accordance with the guidance.

**Capital Investment Fund** means the Australian Government's initiative which provides financial assistance to providers to purchase small capital items such as equipment, tools and appliances or use by eligible employee in their activities including Indigenous-led enterprise development.

**Capital Works Grant** means a grant under the Department's IA Grant Guidance which is designated by the Department from time to time as a 'Capital Works Grant'.

**Case Management Payment** means the payment of that name described in ANNEX R 2 AR CD clauses.

**Case Management Services** means the CD services of that name which the provider is required to deliver as described in ANNEX R 1 AR CD services.

**Caseload** has the meaning:

- a in respect of a Case Management Payment described in clause 1.2 of ANNEX R 2 AR CD clauses and
- b in respect of an Attendance Payment described in clause 2.3 of ANNEX R 2 AR CD clauses.

**CDP Services** means the services of that name described in ANNEX R 1 AR CD services.

**Change of Control** means:

- a a body corporate or entity that Controls the provider or any material subcontractor ceases to Control the provider or material subcontractor or
- b A body corporate or entity that does not Control the provider or any material subcontractor comes to Control the provider or any material subcontractor.

**Child** means an individual under the age of 18 years and Children has the corresponding meaning.

**Commence** means:

- a in respect of CD services to record completion of the Initial Interface or an eligible objective on the I systems
- b in respect of services to Register and Refer a participant to the provider in the I 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 at *It's an Honour – Commonwealth Coat of Arms* available at [http://www.itsanhonour.gov.au/coat\\_arms/index.cfm](http://www.itsanhonour.gov.au/coat_arms/index.cfm).

**Commonwealth public official** has the meaning given to that term by the *Criminal Code Act 1995* Cth.

**Commonwealth Service Provider** has the meaning given to that term by section 3 A of the *Ombudsman Act 1976* Cth.

**Community Advisory Board** means the community body or bodies designated in each provider Region to deliver advice to the provider regarding:

- a the design of community and economic development activities
- b training opportunities or eligible objectives
- c applications submitted or proposed or submission to the Department or the Capital Investment Fund
- d other matters as otherwise directed by the Department in writing.

**Community Development Program** or **CDP** means the Commonwealth program of this name or such other name or program as advised by the Department from time to time.

**Compliance Activities** means intensive activities or eligible objectives:

- a in accordance with any guidance or
- b as otherwise directed by D .

**Compliance Review** means a review of a provider's compliance with the Project Agreement which may include monies paid by the Department to the provider undertaken by the Department from time to time.

**Compliance Services** means the CD services of that name as described in ANN R 1 AR CD services .

**Confidential Information** means:

- a information that is described in a project schedule as confidential
- b information that the parties agree in writing to be confidential or the purpose of the Project Agreement
- c information that the parties know or ought reasonably to have known to be confidential and/or
- d secret and confidential material.

**Conflict of Interest** means a conflict of interest or risk of a conflict of interest or an apparent conflict of interest arising through the provider engaging in any activity or obtaining any interest that is likely to interfere with or restrict the provider in delivering the services fairly and independently.

**Contact** means:

- a with respect to CD services a contact between a provider and an eligible employee in accordance with ANN R 1 AR CD services and
- b with respect to services a contact between the provider and a participant in accordance with ANN R 1 AR C services .

**Contract Manager** means a contract manager appointed by the Department from time to time to manage the Project Agreement.

**Control** means in relation to the provider or any material subcontractor any of the following:

- a the ability to exercise or control the exercise of the right to vote in respect of more than 50 of the voting shares or other form of voting equity in the provider or material subcontractor
- b the ability to dispose or exercise control over the disposal of more than 50 of the shares or other form of equity in the provider or material subcontractor
- c the ability to appoint or remove a majority of the directors of the provider or material subcontractor
- d the ability to exercise or control the exercise of the casting of a majority of votes at the meeting of the board of directors of the provider or material subcontractor and
- e any other means direct or indirect of dominating the decision making and financial and operating policies of the provider or the material subcontractor.

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**Criminal Code** means the schedule of that name to the *Criminal Code Act 1995* Cth .

**Cybersafety Policy** means the Commonwealth policy of that name as specified at clause 5.23 or any other policy which replaces that policy from time to time.

**Daily Rate**, or a particular payment means the rate per day or that payment calculated in

accordance with ANN R 2 ONI .

**Deed Poll** means the form of deed poll set out at ANN R 4 LA .

**Deemed Invalid Claim** means a claim of that name as defined in clause 9.24 of the Head Agreement.

**Delegate** means a person engaged by a provider who is a Delegate of the secretary under the Social Security Law .

**Department** means the Department of the Prime Minister and Cabinet or any other Commonwealth department or agency with responsibility or administration of the Head Agreement or Project Agreement.

**Department Material** means any material provided by the Department to the provider or the purpose of this Head Agreement or a Project Agreement or that is copied or derived from that material.

**Department of Human Services or DHS** means the Commonwealth Department of Human Services or any other government agency or department as may administer or perform the functions of that department from time to time.

**Department of Jobs and Small Business or DJSB** means the Commonwealth Department of Jobs and Small Business or such other government agency or department as may administer or perform the functions of that department from time to time.

**Direct Registration or Directly Register** means registration by a provider of an eligible job seeker who does not have a Referral in accordance with ANN R 1 AR CD services and any guidance.

**Dispose** means in relation to Assets to sell license lease or sublease or otherwise transfer or give ownership or the right to occupy or use or to enter an agreement to do any of the preceding acts.

**Documentary Evidence** means provider Records as described in a Project Agreement including in any guidance which are true accurate and complete and evidence that services were delivered by the provider in relation to any payment of monies under the Head Agreement or a Project Agreement or which otherwise supports the payment of those monies.

**DSP Recipient (Compulsory)** means an eligible job seeker who is in receipt of Disability support pension is under the age of 35 and has compulsory requirements.

**Effective Exit** means the automatic removal of an eligible job seeker from the I systems as being eligible or services in accordance with the guidance.

**Electronic Diary** means the part of the I systems used for Referrals and for making and managing eligible job seekers Appointments.

**Eligible Job Seeker** means a person who is identified as eligible or CD services in the I systems and who meets the eligibility criteria identified in any guidance.

**Eligible Prisoner** means a person who:

- a is an Indigenous person
- b is over 18 years old
- c is serving a sentence of imprisonment of three months or more and
- d is identified by a prison as having a non-release date whether due to fully serving their sentence of imprisonment or on parole that is no less than 12 months and no more than 18 months in the future.

**Employer** means an entity that has the legal capacity to enter into a contract of employment with an eligible job seeker.

**Employer Incentive Payment** means the payment of that name as described in ANN R 2 AR CD onies .

**Employment** or **Employed** means the status of a person who:

- a is in aid of or including an apprentice or trainee under a contract of employment or who is otherwise deemed to be an employee under relevant Australian legislation and
- b is not in any arrangement expressly excluded in any guidance.

**Employment Assistance Fund** means the Australian Government's initiative which provides financial assistance or the costs of or related modifications and the or equipment of people with disability.

**Employment Incentive Funding** means the Funding of that name described in the ANN R 2 AR CD onies .

**Employment Outcome** means a Full employment Outcome or a partial employment Outcome as described in ANN R 2 AR CD onies .

**Employment Outcome Payment** means the payment of that name described in ANN R 2 AR CD onies .

**Employment Services Assessment** or **ESAt** means an assessment of an eligible job seekers barriers to employment and or capacity conducted by D .

**Employment Services National Customer Service Line** means the national free call telephone service of that name operated by D .

**Employment Services Program** means a Commonwealth program to assist individuals in finding and/or remaining in employment as advised by the Department from time to time. As at the start Date the following are employment services programs:

- a objectives including the New Enterprise Incentive Scheme
- b transition to work
- c ParentsNext
- d Disability employment services and
- e Community Development program.

**Employment Services Provider** means a person or entity engaged by the Commonwealth to perform services in relation to an employment services program.

**End Date** has the meaning given in clause 1.2 of the Head Agreement.

**Exemption** means circumstances recorded by D resulting in an exemption by D of an eligible job seekers Mutual Obligation Requirements or a specified period of time.

**Existing Material** means material developed independently of the Project Agreement which is incorporated in or supplied as part of any services material including any such material generated or supplied by any third party .

**Exit** means a resignation or an effective date.

**Feedback Register** means the list of feedback provided by eligible job seekers and any Ineligible CD participants set by the provider or each of provider Region.

**Former Provider** means:

- a a person or body that was a CD scheme provider in accordance with the definition of that term in section 23 of the *Social Security Act 1991* (Cth) on 30 June 2013 or before or
- b a person or body that was a party to an agreement with the Department under which the person or body received Department funding to deliver the Remote Jobs and Communities program or the Community Development program.

**Force Majeure Event** means an event relating to a party which:

- a was not contemplated by that party and could not have reasonably been foreseen by that party at the commencement of the Project Agreement
- b is completely outside the control of that party or its personnel
- c is not an event or occurrence contemplated by or referred to in the Project Agreement
- d is not caused by the other party or its personnel and
- e is not a result of industrial action or strike.

**Full Employment Outcome** means an outcome which meets the requirements of a Full Employment Outcome as described in the ANNEX R 2 AR CD onies .

**Full-Time Site** means a provider's site which is open on business days from 9am to 5 pm or as otherwise agreed with the Department in writing.

**Funding** means the amount or amounts payable or paid by the Department under the Project Agreement that are specified as Funding in the Project schedule.

**General Services** means the services of that name described in ANNEX R 1 AR CD onies .

**Guidance** means guidance issued by the Department in connection with the Community Development program as amended from time to time by the Department.

**GST** has the same meaning as it has in section 195-1 of the Act.

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

**Head Agreement** means this Deed between the Department and the provider.

**Host** means an organisation other than the provider or a material subcontractor that conducts an Activity specified in the guidance as one that can be hosted. Any Related Entities of a provider other than one which is a material subcontractor that conducts an Activity is a host.

**Income Support Payment** has the meaning given to the term income support payment in the *Social Security Act 1991* (Cth) .

**Indigenous Advancement Strategy or IAS** is the way in which the Australian Government funds and delivers a range of programs designed to assist Aboriginal and Torres Strait Islander peoples.

**Indigenous Australians** means Aboriginal and Torres Strait Islander peoples.

- a **Indigenous Grants** means all funding and grants payable to the provider and which are administered by the Indigenous Affairs Group of the Department of the Prime Minister and Cabinet.
- b **Indigenous Grant Agreements** means any agreement between the provider and the Department under which an Indigenous grant is payable.



**Indigenous Land Use Agreement** means an agreement pursuant to the *Native Title Act 1993* Cth, between a native title group and others about the use and management of land and waters where native title has or has not yet been determined.

**Indigenous Organisation** means an entity that meets the indigeneity requirements specified in subsection 29.5 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* Cth.

**Ineligible CDP Participant** means any person who:

- a resides in the Northern Territory
- b is not an eligible job seeker and
- c wishes to receive Case Management services and/or participate in Activities as if they were an eligible job seeker

but excludes overseas visitors on a short-term holiday visas and persons who are prohibited by law from working in Australia.

**Initial Appointment** means a time or a meeting between the Northern Territory and a participant in accordance with clause 5 of ANNEXURE 1 AR C Services.

**Initial Interview** means an initial meeting between the Northern Territory and an eligible job seeker in accordance with clause 16 of ANNEXURE 1 AR C D Services.

**Input Tax Credit** has the meaning given in section 195.1 of the GST Act.

**Intellectual Property Rights** means all copyright patents registered and unregistered trademarks including service marks registered designs and other rights resulting from intellectual activity other than moral rights under the *Copyright Act 1968* Cth.

**IT Contact** means one or more persons with responsibility to:

- a receive and disseminate technical advice from the Department on the IT systems and
- b provide advice to the Department on technical issues arising from using the IT systems.

**IT Systems** means:

- a the Department's internal and external business information technology information system accessible by the Northern Territory through which information is exchanged between the Northern Territory employees and the Department in relation to the Services or
- b any other information system notified by the Department to the Northern Territory from time to time.

**JobAccess or JobAccess Services** means the services of that name administered by the Department or any replacement advised by the Department from time to time.

**JobAccess Provider** means the entity contracted by the Department to provide JobAccess Services.

**Jobsearch Facilities** means computers or similar devices with internet connectivity printer and other appropriate equipment which:

- a are sufficient to enable eligible job seekers to search or investigate or related matters and create resumes and
- b accord with specifications as notified by the Department from time to time.

**Jobsearch Facility** has a corresponding meaning.

**Job Plan:**

- a has the meaning given to the term employment pathway plan under the *Social Security Act 1991* Cth or
- b means or Disability Recipients Compulsory Participation Plan under the *Social Security Act 1991* Cth .

**Job Search** means an instance of active contact with a potential employer to apply for a job and includes a contact by phone or in person by submitting a written application or by attending a job interview .

**Job Search Period** means unless otherwise specified in any guidance the first month and each successive month thereafter of an eligible job seekers period of unemployment.

**Job Search Requirement** means the number of job searches that an eligible job seeker must complete as specified in or calculated in accordance with any guidance.

**Job Seeker Classification Instrument** or **JSCI** means the tool used to measure an eligible job seekers relative level of disadvantage based on the expected difficulty in finding the eligible job seeker employment because of personal circumstances and labour market skills.

**Job Seeker Compliance Framework** means the guidance of that name which set out actions that should or must be taken by the provider in relation to an eligible job seekers actual or potential act of non compliance with his or her Mutual Obligation Requirements.

**Jobs, Land and Economy Program** is the program of that name administered by the Department or any replacement .

**Key Performance Indicators** or **KPIs** means the performance indicators as described in clause 8 of the Head Agreement or as notified to the provider by the Department from time to time.

**Legislation** means a provision of a statute or subordinate legislation of the Commonwealth or of a state territory or local authority.

**Liquidated Damages** means the amount that the Department may recover from the provider in accordance with clauses 24.10 to 24.12 of the Head Agreement.

**Material** includes documents equipment software including source code and object code versions goods information and data stored by any means including all copies and extracts of them but does not include secret and accredited material.

**Material Subcontractor** means a subcontractor approved by the Department in accordance with clause 6 of the Head Agreement and **Material Subcontract** has a corresponding meaning.

**Mentor** means someone who is considered to have sufficient experience or expertise to be able to assist others less experienced and may be a community elder or an Aboriginal and Torres Strait Islander person with cultural knowledge and community endorsed authority.

**Mentoring** means the support and assistance provided by a mentor to eligible job seekers in accordance with ANNEX 1 ARCHIVED services and any guidance.

**Monies** means any amounts payable by the Department to the provider under this Agreement.

**Moved Outcome Start Date** means for an employment Outcome the day to which an Outcome Start Date is moved in the I systems in accordance with any guidance.

**Mutual Obligation Requirement** means an activity test participation requirement or other requirements that an eligible job seeker must meet in order to receive an Income Support Payment.

**Newstart Allowance** has the meaning given to the term newstart allowance by the *Social Security Act 1991* Cth .

**Non-attendance Report** or **NAR** means an electronic report sent by the provider through the I systems to Disability notifying of the providers assessment that an eligible job seeker has failed to attend

an Appointment without a valid Reason or a Reasonable Cause.

**Non-Payable Outcome** means placement of an eligible job seeker into any:

- a employment in the service industry including retail positions
- b employment involving nudity
- c Activities undertaken as part of or for the Dole or any other unpaid work
- d training course
- e job that involves taking up employment in another country regardless of whether the salary is paid in Australian Dollars or by an Australian company
- f job involving illegal activity
- g existing employment unless the requirements or an award grade in relation to that employment are satisfied or the employment is otherwise allowed in any guidance
- h program funded by the Australian Government or a State or Territory Government
- i Recurring employment
  - employment that has already contributed to a claim or an employment Outcome payment or a 13 week period or a related 26 week period or an eligible job seeker in the same period of Activities
  - employment in the same or a similar position vacated in the previous 14 days by an eligible job seeker who attracted an employment Outcome payment unless otherwise agreed by the Department
- l employment that contravenes Department State or Territory legislation or provides terms and conditions of employment which are inconsistent with the relevant workplace relations laws or any instrument made under such laws
- m employment that pays a commission as either the entire remuneration or part of the remuneration except where the commission being paid to the eligible job seeker is in addition to an amount which is paid to the eligible job seeker in accordance with any applicable Commonwealth State or Territory legislation and any applicable award or a national minimum wage order or
- n other situation that the Department may Notify from time to time or as specified in any guidance.

**Non-vocational Barriers** means the range of barriers that can prevent a person from obtaining and sustaining employment or education or from undertaking further studies development including but not limited to homelessness mental illness drug or alcohol addiction sexual abuse or violence and physical or mental abuse.

**Notice** means a written notice sent from one party to the other party in accordance with the requirements of clause 28 of the Head Agreement and **Notify** **Notified** and **Notification** means the action of sending a Notice in accordance with the requirements of clause 28 of the Head Agreement.

**Notifiable Incident** has the meaning given in the Act.

**Objectives** means the objectives of the services as described in clause 3 of the Head Agreement.

**Outcome Period** means the period for which employment Outcome payments and employer Incentive Funding are payable in respect of an employment Outcome achieved by an eligible job seeker in accordance with the ANN R 2 AR CD onies .

**Outcome Start Date** means the first day of employment which is then completed by the eligible job seeker meets the requirement of an employment Outcome and which day is recorded on the I

systems in accordance with any guidance.

**Outreach Site** means a provider's site which is open on a regular basis as set out in the project schedule and is not a Full time site or a part time site.

**Parenting Payment** has the meaning given to that term by social security Law.

**Part-time Site** means a provider's site which is open at regular times as set out in the project schedule on business Days with hours of operation that are less than a Full time site or as otherwise agreed with the Department in writing.

**Partial Capacity to Work or PCW** has the meaning of partial capacity to work as defined in the *Social Security Act 1991* Cth.

**Partial Employment Outcome** means a partial employment Outcome as described in ANN R 2 AR CD onies.

**Payment** means any amount payable by the Department to the provider under a project Agreement other than Funding.

**Period of Activities** means a period during which the provider must conduct services or the eligible job seeker which starts on the Commencement of an eligible job seeker and runs continuously until the eligible job seeker either quits or otherwise ceases to be an eligible job seeker.

**Period of Service** means the period for each participant:

- a beginning when they meet the definition of a participant and
- b ending when they are transferred from the provider or terminated whichever is the earliest.

**Personal Information** has the same meaning as it has in section 6 of the Privacy Act.

**Personnel** means a party's or other entity's employees, agents, officers and subcontractors. In the case of the provider the provider's personnel includes the personnel of the provider's subcontractors including material subcontractors.

**PM&C** means the Department of the Prime Minister and Cabinet.

**Police Check** means a formal inquiry by an Australian police authority or Crim Rac accredited agency to establish whether a person has any disclosable Other Offence Record or serious Offence Record or pending charges or one or more Other Offences or serious Offences.

**Post-placement Support** means the support and assistance the provider must deliver to eligible job seekers in accordance with ANN R 1 AR CD services.

**Pre-Existing** means having started before the Commencement of the relevant eligible job seeker.

**Previous Funding Agreement** means the agreement between the parties if any referred to in clause 31.3 of the Head Agreement.

**Principal Carer** has the meaning given to the term principal carer in the *Social Security Act 1991* Cth.

**Prison** means a prison or other correctional facility listed in the project schedule.

**Project** means all activities and tasks specified or a project in a project schedule or which onies are payable.

**Project Agreement** means a contract between the provider and the Department which is created under the Head Agreement in accordance with clause 4.4 of the Head Agreement or the provision of services and payment onies.

**Privacy Act** means the *Privacy Act 1988* Cth.

**Project Schedule** means the document setting out the specific terms and conditions that apply to the provider as described in clause 4.3 of the Head Agreement.

**Protected Information** has the same meaning as under section 23 of the *Social Security Act 1991* (Cth).

**Provider** means the provider specified in clause 2 of the Head Agreement and includes here relevant its personnel.

**Provider Appointment Report** or **PAR** means an electronic report sent by the provider through the IT systems recommending that a financial penalty be investigated and applied to an eligible job seeker or non attendance at an Appointment where the provider has assessed that the eligible job seeker has failed to attend without a valid Reason or a Reasonable excuse.

**Provider Code of Practice** means the Code of practice provided by the Department to the provider governing the conduct of providers while providing services.

**Provider Exit** means the manual exit of an eligible job seeker by the provider through recording the exit and relevant reasons on the IT systems in accordance with this Agreement including any guidance.

**Provider Performance Review** means the Department's assessment of a provider's performance in accordance with the Project Agreement.

**Provider Region** means each Region specified in the Project Schedule.

**Reasonable Excuse** has the meaning given to that term in the Social Security Law and the guidance as applicable.

**Recipient Created Tax Invoice** or **RCTI** means a recipient created tax invoice as defined in section 195-1 of the Act.

**Records** includes documents, information and data stored by any means and all copies and extracts of the same and includes the Records of any material subcontractor.

**Recurring Employment** means employment in relation to which the provider has already claimed an employment Outcome Payment or the same eligible job seeker during the same period of Activities in the same employment position and with the same employer.

**Re-engagement Appointment** means an Appointment or the purposes of Re-engagement that the provider books when contact is made with an eligible job seeker following non attendance at an Appointment where the provider has made an assessment that the eligible job seeker did not have a valid Reason or Reasonable excuse and a determination to report the non attendance to D through a Non Attendance Report or provider Appointment Report.

**Referral** or **Referred** means a referral of a person to the provider by the Department D or D.

**Region** means one of the geographical areas identified and displayed at: <http://lmi.gov.au/> from time to time or on such other website as advised by the Department from time to time at the Department's absolute discretion.

**Register, Registration** or **Registered** means the act of registering the creation or activation of an eligible job seekers record on the IT systems.

**Registered Training Organisation** or **RTO** means a training organisation which meets the Australian Qualifications Framework or *Essential Standards for Registrations* and is registered through the Australian Skills Quality Authority.

**Regulator** means the person who is the regulator within the meaning of the Act.

**Related Entity** means:

- a entities connected with a corporation as defined in section 64 of the *Corporations Act 2001* Cth with the words the word substituted or every occurrence of the word corporation in that section
- b If the word is a company an entity that:
  - i is a holding company of the word
  - ii is a subsidiary of the word
  - iii is a subsidiary of a holding company of the word
  - iv has one or more directors who are also directors of the word or without limiting clauses b i to b iii of this definition controls the word or
- c any other type of entity defined in any guidance or Notified by the Department.

**Relocation Assistance** means the assistance the word is obliged to deliver in accordance with clause 26 of ANN R 1 AR CD er ices .

**Remote Employment Services** means the services of that name which the word is required to deliver in accordance with ANN R 1 AR CD er ices .

**Remote Jobs and Communities Programme** is the former name of the Community Development program.

**Reports** means reports in writing which are required by the Department to be provided by the word under a Project Agreement.

**Sample Review** has the meaning given to it in clause 9.24 of the Lead Agreement.

**Secret and Sacred Material** means all information and knowledge of special religious spiritual or customary significance considered to be secret exclusive or restricted by an Aboriginal person or according to Aboriginal tradition as defined in the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* Cth .

**Security Contact** means one or more of word personnel with responsibility:

- a for ensuring word compliance with the Compliance 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.

**Security Policy** means the document of that name available at the Department website or such other website as may be advised by the Department or any other policy which replaces that policy from time to time.

**Serious Incident Report** means a report made by the word when any circumstance or incident occurs during or as a result of the services:

- a in which a person suffers an injury or which treatment from a doctor or other health practitioner was sought or ought to have been sought
- b that draws the attention of the police or
- c where a person dies.

**Services** means any of the services the word is obliged to deliver under a Project Agreement.

**Service Guarantee** means the document of that name that will be advised by the Department to the word.

**Services End Date** has the meaning given to it in the applicable project schedule.

**Services Material** means:

- a any material specified to be Services Material or Activity Material in any project schedule or any guidance
- b any other material including Reports produced by or for the Provider in carrying out obligations under this Head Agreement and
- c any other material incorporated in or supplied with or as part of the material referred to in clauses a and b of this definition

but does not include existing material. Services Material may also be called or otherwise known as **Activity Material**.

**Services Start Date** has the meaning given to it in the applicable project schedule.

**Site** means the one or more physical locations in the Provider Region from which the Provider provides Services as specified in the project schedule.

**Social Security Appeals Process** means reviews and appeals of decisions made under the Social Security Law.

**Social Security Law** means the *Social Security Act 1991* Cth the *Social Security (Administration) Act 1999* Cth and includes all relevant subordinate legislation as amended from time to time.

**Start Date** has the meaning given in clause 1.1 of the Head Agreement.

**Step-In Notice** has the meaning given in clause 25.1 of the Head Agreement.

**Strengthening Organisational Governance Funding** means the Funding of that name described in ANNEXURE 2 AR A ONI.

**Subcontractor** means any entity to which the Provider has subcontracted the performance of the Services or any activity required to ensure compliance with this Head Agreement or a Project Agreement. A subcontractor includes a material subcontractor.

**Supervisor** means a person who has the responsibility or supervising eligible employees participating in an Activity.

**Suspension** means in respect of an eligible employee a period of time recorded on the IT systems either by the Provider in accordance with the Project Agreement or by D during which the requirement to provide Services to an eligible employee is suspended.

**Suspend** or **Suspended** means the act of imposing a suspension.

**Tax Invoice** has the meaning given in section 195-1 of the Act.

**Taxable Supply** has the same meaning as a taxable supply in section 195-1 of the Act.

**Term** means the period of time when this Head Agreement is in force beginning on the Start Date and ending on the End Date as specified in clause 1.

**Time Off WfD** means an approved break from participating in or for the Dole Activities. Time Off Days applies to observers required to participate in or for the Dole.

**Time to Work Employment Service or TWES** means the program of that name administered by the Department or such other name or program advised by the Department from time to time.

**Transition Out Period** means the 12 months preceding the end of the Service End Date or Services.

**Transition Period** means the period or periods in any which is Notified by the Department to the provider to enable a smooth transition to alternative arrangements or the services after the end of the Head Agreement or Project Agreement.

**Transition Plan** means a plan that identifies a participant's post-release requirements or parole reintegration and rehabilitation services, vocational education, employment and other activities and support services.

**TWES Participant** means an eligible employee who meets the requirements or participation in time to form employment services described in the guidance.

**TWES Service Payment** means the payment of that name described in ANNEX R 1 AR C onies .

**TWES Services** means the services of that name which the provider is required to deliver in accordance with ANNEX R 1 AR C services .

**TWES Transition Plan Payment** means the payment of that name described in ANNEX R 1 AR C onies .

**Upgrade** means a change as specified in any guidance in an eligible employee's employment where the change:

- a occurs after the provider has recorded on the I systems the completion of the Initial Interview with that eligible employee
- b occurs as a result of additional Remote services provided by the provider as specified in any guidance in relation to an employer and/or eligible employee which are directly responsible for an increase in the eligible employee's earnings or number of hours worked in the relevant employment
- c is permanent and results in:
  - i the employment satisfying the requirements of a Full Employment Outcome and
  - ii an effective exit and
- d is recorded on the I systems within 28 days of the day on which the change occurred in accordance with any guidance.

**Vacancy** means any one or more vacant positions or paid employment with an employer that are obtained and recorded on the I systems by the provider in accordance with ANNEX R 1 AR C D services and that are not:

- a positions involving nudity or in the sex industry including retail positions
- b an Activity or any other unpaid work
- c positions in contravention of Commonwealth, State or Territory legislation or which in whole or in part are inconsistent with the relevant award or enterprise agreement or any instrument made under such laws
- d positions in a training course
- e positions in a program funded by the Commonwealth or by a State or Territory government
  - f in another country regardless of whether the salary is paid in Australian dollars or by an Australian company or
- g positions that the Department has advised from time to time are not acceptable.

**Valid Reason** means a valid and acceptable reason as specified in any guidance.



**Vocational Barriers** means a lack of appropriate training skills or qualifications or employment.

**Vulnerable Person** means:

- a a Child being an individual under the age of 18 or
- b an individual aged 18 years and above who is or may be unable to take care of themselves against harm or exploitation by reason of age illness trauma or disability or any other reason.

**Withdrawal Notice** has the meaning given to it in clause 25.4 of the Head Agreement.

**Work for the Dole Participant** or **WfD Participant** means an eligible job seeker who:

- a is required to participate in work for the Dole because they meet the participation criteria of the Dole participants as set out in the guidance or
- b does not satisfy clause a but has otherwise voluntarily elected to participate in work for the Dole.

**WHS Act** means the *Work Health and Safety Act 2011* Cth and any corresponding law within the meaning of section 4 of that Act

**WHS Code of Practice** means any code of practice approved or the purposes of the Act.

**WHS Laws** means the Act and Regulations.

**WHS Regulations** means regulations made under a Act.

**Work for the Dole** means the program or of that name which is an approved program or or income support payment as that term is defined in the *Social Security Act 1991* Cth as it applies to CD services or any other approved program or or income support payment which the Department Notifies to the provider.

**Work Refusal Failure** means here an eligible job seeker with Mutual Obligation Requirements refuses or fails to accept an offer of suitable employment.

**Working With Children Check** means the process in place pursuant to legislation relating to screening a person or their fitness to work with Children.

**Youth Allowance** has the meaning given to the term youth allowance by the *Social Security Act 1991* Cth .

**EXECUTION PAGE**

Executed as a Deed

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Department:

**SIGNED, SEALED and DELIVERED for and on behalf of the Commonwealth of Australia as represented by the Department of the Prime Minister and Cabinet by:**

\_\_\_\_\_  
Name of Department Representative

\_\_\_\_\_  
Signature of Department Representative

\_\_\_\_\_  
Position of Department Representative

/ / .

\_\_\_\_\_  
Name of Witness in Full

\_\_\_\_\_  
Signature of Witness

Provider:

**[Note to Providers: An appropriate execution clause will be inserted depending on the legal nature of the Provider. Some examples are set out below.]**

The Provider acknowledges that it:

- a) has read and understood this Head Agreement;
- b) has had the opportunity to obtain independent legal advice prior to execution of this Head Agreement and to the extent that the Provider fails to obtain independent legal advice, the Provider covenants that such failure will not be used by the Provider as a defence to the enforcement of the provisions of the Head Agreement; and
- c) is knowingly and voluntarily entering into this Agreement.

**SIGNED, SEALED AND DELIVERED for and on behalf of [Insert name of Provider (ACN xxx xxx xxx)] in accordance with section 127 of the Corporations Act 2001 (Cth):**

Director	Name
	./ ./ .

Director/Company Secretary	Name
	./ ./ .

OR

**SIGNED, SEALED AND DELIVERED for and on behalf of [Insert name of Provider (ACN xxx xxx xxx)] in accordance with section 127 of the Corporations Act 2001 (Cth):**

sole Director and Company Secretary	Name
	./ ./ .

OR

SIGNED, SEALED AND DELIVERED for and on behalf of **[Insert name of Provider (ICN xxx xxx xxx)]** in accordance with section 99-5 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth):

Director	Name
	./ ./ .

Director/Company Secretary	Name
	./ ./ .

OR

SIGNED, SEALED AND DELIVERED for and on behalf of **[Insert name of Provider (ICN xxx xxx xxx)]** in accordance with section 99-5 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth):

sole Director	Name
	./ ./ .

OR

SIGNED, SEALED AND DELIVERED by **[insert name of individual partner]** or and behalf of all partners of **[Insert name of Provider partnership]** and who warrants that they are authorised to execute this Deed on behalf of all partners:

Name of partner	Signature of partner
	./ ./ .

Name of witness in full	Signature of witness

**ATTACHMENT A – VARIATION (1) TO HEAD AGREEMENT**

The Head Agreement is varied as follows:

1. Immediately after clause 12.15 insert:

**Retention of employees during the COVID-19 global pandemic event**

12.16 The Provider must use its best endeavours to ensure it retains all of its employees throughout the COVID-19 global pandemic event.

**Maintenance of infrastructure and supply chain during COVID-19 global pandemic event**

12.17 The Provider must maintain all infrastructure and supply chain arrangements that will be necessary to resume normal delivery of the Services under this Project Agreement after the COVID-19 global pandemic event.

**Cooperation to support communities during COVID-19 global pandemic event**

12.18 The Provider must work cooperatively with the Department to identify and support other community priorities and responses to the COVID-19 global pandemic event.

2. Immediately after clause 26.5 insert:

**Transition period for COVID-19 global pandemic event**

26.6 The parties acknowledge that the COVID-19 global pandemic event represents a significant disruption to the ordinary delivery of the Services under this Project Agreement. The parties agree that, notwithstanding anything else in this clause 26 and the definition of Transition Period in this Project Agreement, the Department may also deem a Transition Period under this clause 26 to enable a smooth transition to alternative arrangements for the Services when beginning or ending any period or periods affected by the COVID-19 global pandemic event.

3. Immediately after clause 1 of Annexure 1 - Part B, insert:

**1A. Non-delivery of the Services due to the COVID-19 global pandemic event**

1A.1 Subject to clause 1A.3, and despite anything else in this Project Agreement, the Provider is not required to deliver any of the Services under this Project Agreement where delivery of the Services is not possible as a direct result of the COVID-19 global pandemic event. In such circumstances, and to avoid any doubt, the Provider must still comply with all other requirements of this Project Agreement.

1A.2 Where delivery of any Services under this Project Agreement is not possible as a direct result of the COVID-19 global pandemic event, the Provider must consider, and use best endeavours to implement, alternative means to deliver the Services to Eligible Job Seekers.

1A.3 Clauses 1A.1 and 1A.2 will cease to apply to the Provider on and from any date on which the Commonwealth notifies the Provider in writing.

4. Delete clause 1.2 of Annexure 2 - Part B and insert:

*1.2 For the month of April 2020 and each month thereafter Case Management Payment will be replaced with a single COVID-19 Service Payment in accordance with clause 5 of this Annexure 2 Part B.*

5. Delete clause 2.3 of Annexure 2 - Part B and insert:

*2.3 For the month of April 2020 and each month thereafter Attendance Payment will be replaced with a single COVID-19 Service Payment in accordance with clause 5 of this Annexure 2 Part B.*

6. Immediately after clause 4 of Annexure 2 - Part B, insert:

**5. COVID-19 Service Payment**

*5.1 For the month of April 2020 and each month thereafter both Case Management Payment and Attendance Payments will be replaced with a single COVID-19 Service Payment to be calculated in accordance with the following principles:*

***\$764,009 which represents eighty five (85) per cent of the average monthly amount of the combined Case Management Payment and Attendance Payment that was paid to the Provider under this Project Agreement for the months November 2019 – February 2020.***

*5.2 COVID-19 Service Payment will be paid monthly in arrears for each calendar month.*

7. At the end of the table in Annexure 3, insert:

17.	Monthly report for COVID-19 global pandemic event	The Provider must submit a monthly COVID-19 global pandemic event report per region using the template provided by the Department.	N/A	By no later than the 14 <sup>th</sup> day of each month for the previous calendar month (ie May 2020 report due by 14 June 2020) or otherwise as required.
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**ATTACHMENT A - VARIATION TO HEAD AGREEMENT**

The Community Development Program Head Agreement 2019-2022 is varied as follows:

1. Delete clause 1A of Annexure 1 – Part B.
2. Delete clause 1.2 of Annexure 2 - Part B and insert:

*1.2 Case Management Payments will be calculated in accordance with the following principles:*

- (a) *Case Management Payments are payable for each weekday in a month as follows:*

**Total number of Commenced or Suspended Eligible Job Seekers in the Caseload** x  
**Daily Rate for each Eligible Job Seeker**

- (b) *The **Daily Rate** for an Eligible Job Seeker is calculated based on the applicable maximum annual rate for Case Management Payment, divided by 12 (months), divided by the actual number of weekdays in the relevant month.*
- (c) *The **Caseload** includes all Eligible Job Seekers with a status of Commenced or Suspended who resided in the Provider Region on the relevant day according to the information in the IT Systems.*
- (d) *The maximum annual Case Management Payment for Services provided in respect of each Eligible Job Seeker who is required to participate in Work for the Dole is **\$4,000** (exclusive of GST).*
- (e) *The maximum annual Case Management Payment for Services provided in respect of each Eligible Job Seeker who is not required to participate in Work for the Dole is **\$6,000** (exclusive of GST).*

3. Delete clause 2.3 of Annexure 2 - Part B and insert:

*2.3 Attendance Payment will be calculated in accordance with the following principles:*

- (a) *Attendance Payments are payable for each weekday in a month as follows:*

**Total number of WfD Participants in the Caseload** x **Daily Rate for a WfD Participant**

- (b) *The **Daily Rate** for a WfD Participant is calculated based on the applicable maximum annual Attendance Payment, divided by 12 (months), divided by the actual number of weekdays in the relevant month.*
- (c) *The **Caseload** includes all Commenced Eligible Job Seekers who resided in the Provider Region on the relevant day according to the information in the IT Systems.*
- (d) *The maximum annual Attendance Payment for Services provided in respect of each WfD Participant who is required to participate in Work for the Dole is **\$8,000** (exclusive of GST).*

*(e) The maximum annual Attendance Payment for Services provided in respect of each WfD Participant who is not required to participate in Work for the Dole but has voluntarily elected to participate is **\$2,000** (exclusive of GST).*

*(f) Attendance Payments will be paid monthly in arrears, for each calendar month.*

4. Delete clause 5 of Annexure 2 - Part B.

5. At the table in Annexure 3, delete:

17.	Monthly report for COVID-19 global pandemic event	The Provider must submit a monthly COVID-19 global pandemic event report using the template provided by the Department.	N/A	By no later than the 14 <sup>th</sup> day of each month for the previous calendar month (ie May 2020 report due by 14 June 2020) or otherwise as required.
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