

Summary of changes to the Career Transition Assistance Trial Panel Deed 2018-2020 under GDV No. 1

Significant changes under GDV No. 1	Summary
Access and Information Security Assurance <i>Appendix A</i>	Changes to introduce the new External Systems Accreditation Framework, which provides a more flexible approach to accreditation of External IT Systems used by employment services providers of different sizes and complexity, and changes to reflect different types of Third Party IT used in association with the delivery of the Services.
Joint Charter of Deed Management <i>Appendix B</i>	Simplifies the Joint Charter of Deed Management to reduce repetitiveness and ensure that a variation is not required when a new employment services program is established.
Australian Information Commissioner <i>Appendix C</i>	Changes to reflect the Australian Information Commissioner having taken over the role of the Privacy Commissioner.
References to the Department of Employment <i>Appendix D</i>	Removes references to “Department of Employment”.
Work Health and Safety <i>Appendix E</i>	Changes to the work, health and safety clauses in relation to the Outbound Employer Visits to ensure consistency across the Department’s various employment services contracts.

**VARIATIONS TO
Career Transition Assistance Trial Panel Deed 2018-2020**

1. Amendments in this Attachment 1 include amendments set out at Appendices A to E to this Attachment 1.
2. Provisions referred to in this Attachment 1 are amended as follows:
 - (a) words shown in red and strikethrough are deleted;
 - (b) words in red and not in strikethrough are inserted;
 - (c) new definitions are inserted into clause 49.1 of the Deed in alphabetical order;
 - (d) other new provisions are inserted into the Deed in numerical order; and
 - (e) otherwise as stated.

Note 1: Where only part of a provision appears in an appendix, the relevant amendments are intended to apply only to that part of the provision, and the balance of the provision is unchanged.

49. Definitions and Interpretation

49.1 Definitions

In this Deed:

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

External Systems Assurance Framework or ESAF means the framework of mechanisms used by the Department to get assurance over External IT Systems and includes requirements in relation to Provider IT System accreditation and Third Party IT accreditation and associated timeframes, standards and guidelines and is available on the Provider Portal or at such other location as advised by the Department from time to time.

...

Provider IT System means an information technology system used by the CTA Provider or any Subcontractor ~~to provide any~~ in association with the delivery of the Services or to Access the Department's IT Systems.

...

~~**Statement of Applicability or SOA** means the document of that name that specifies the accreditation requirements for Provider IT Systems, issued by the Department.~~

...

Third Party Employment System or TPES means any Third Party IT used in association with the delivery of the Services, whether or not that Third Party IT Accesses the Department's IT Systems, and where that Third Party IT:

- (a) contains programme specific functionality or modules; or
- (b) is used, in any way, for the analysis of Records relating to the Services, or any derivative thereof.

Third Party IT or TPIT means any:

- (a) information technology system developed and managed; or
 - (b) information technology service provided,
- by a Third Party IT Provider and used by the CTA Provider or any Subcontractor directly or indirectly in association with the delivery of the Services or to Access the Department's IT Systems. 'Third Party IT' includes a Third Party Employment System and a Third Party Supplementary IT System.

Third Party IT Provider means an entity contracted by the CTA Provider to provide information technology systems or services to the CTA Provider ~~for the purposes of providing~~ in association with the delivery of the Services, whether or not the entity is a Subcontractor, and includes as relevant, its Personnel, successor and assigns, and any constituent entities of the Third Party IT Provider's organisation. ~~To avoid doubt, a A~~ 'Third Party IT Provider' includes a cloud services provider, an infrastructure as a service provider, a software as a service provider, a platform as a service provider, an applications management provider, and also any provider of infrastructure (including servers and network hardware) used for the purpose of Accessing or storing Records.

Third Party IT Provider Deed means an agreement between a Third Party IT Provider ~~that provides or uses a Third Party Employment System~~ and the Department in the terms and form as specified ~~at <http://www.employment.gov.au/employment-services-procurement-information>~~ by the Department from time to time.

~~**Third Party System** means~~

~~(a) a Provider IT System; or~~

~~(b) an information technology system of a Third Party IT Provider used by the Provider or any Subcontractor to provide any Services or to Access the Department's IT Systems.~~

Third Party Supplementary IT System or TPSITS means any Third Party IT used in association with the delivery of the Services, where that Third Party IT:

- (a) does not Access the Department's IT Systems;
- (b) does not contain programme specific functionality or modules; and
- (c) is not used, in any way, for the analysis of Records relating to the Services, or any derivative thereof.

...

17. Information Technology

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- 17.4 The Department may require that data relating to specific transactions must only be stored on the Department's IT Systems, and the CTA Provider must comply, and ensure that all Subcontractors ~~and Third Party IT Providers~~ comply, with any such requirement.

...

~~Third Party External IT Systems~~

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

- 17.7 The CTA Provider must:

- (a) advise the Department ~~by email to securitycompliancesupport@jobs.gov.au, or such other address as advised by the Department from time to time, of any proposed:~~
 - (i) use of any ~~Third Party External IT~~ System to obtain information from the Provider Portal or otherwise Access the Department's IT Systems, and if the Department imposes any terms and conditions in respect of such use, comply, and ensure that all relevant Subcontractors comply, with those terms and conditions; ~~and~~
 - (ii) ~~modification to any External IT System used to Access the Department's IT Systems, and if the Department imposes any terms and conditions in respect of such use, comply, and ensure that all relevant Subcontractors comply, with those terms and conditions;~~
- (b) ensure that any ~~Third Party External IT~~ System used:
 - (i) meets the minimum requirements of the Department, for obtaining information from the Provider Portal or otherwise Accessing the

Department's IT Systems ~~and for record keeping and program assurance purposes~~, as specified in any Guidelines or as otherwise advised by the Department;

...

- (iii) is built and ~~assessed to meet~~ accredited in accordance with the requirements of the ~~Australian Government Australian Signals Directorate (ASD) Information Security Manual (ISM) ESAF~~;

...

- (v) has secure logons for each operator such that each operator's logon is uniquely identifiable to the Department and entries are traceable, and have date and time stamps; ~~and~~
 - (vi) does not default answers to questions or input fields where the Department's IT Systems has no default setting; ~~and~~
 - (vii) ~~that mimics question or input fields in the Department's IT Systems, has synchronous communications for such fields with the Department's IT Systems; and~~
 - (viii) ~~meets the minimum requirements of the Department for Record keeping and programme assurance purposes, as specified in this Deed including any Guidelines or as otherwise advised by the Department; and~~
- (c) ensure that ~~any and all~~ Records ~~held in any External IT System~~ relating ~~directly or indirectly~~ to the Services ~~held in any Third Party System~~ can be, and are, provided on request, to the Department and in an unadulterated form (i.e. with no amendments ~~or transformations~~ to the Records ~~or their data structures~~).

17.8 The Department:

- (a) may make changes to the Department's IT Systems at any time, notwithstanding that such changes may affect the functioning of ~~a Third Party~~ ~~an External IT System~~; ~~and~~
- (b) will provide reasonable information about those changes to the CTA Provider; and the CTA Provider:
 - (i) must, notwithstanding any such change, at its sole cost, ensure that all ~~Third Party External IT~~ Systems are consistent with the Department's IT Systems at all times; and

...

Third Party IT ~~Providers~~

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

17.9 The CTA Provider must:

- (a) not ~~give directly or indirectly allow~~ Access to electronic Records relating to the Services, or any derivative thereof, to any Third Party IT Provider ~~who has not~~ until such Third Party IT Provider has met the relevant requirements of the ESAF and has:
 - (i) for any Third Party IT Provider that provides or uses a Third Party Employment System, entered into a Third Party IT Provider Deed with the Department, and only grant such Access in accordance with the terms of the relevant Third Party IT Provider Deed and any Guidelines; and
 - (ii) for any Third Party IT Provider that provides or uses a Third Party Supplementary IT System, been assessed and accredited by the CTA Provider in accordance with the requirements of the ESAF, and only grant such Access in accordance with the terms of the ESAF;
- (b) in any contract with ~~a~~ any Third Party IT Provider: ~~that provides or uses Third Party IT,~~ ensure that any and all Records held in Third Party IT relating directly or indirectly to the Services, can be, and are, provided on request to the Department or the CTA Provider and in an unadulterated form (i.e. with no amendments or transformations to the Records or their data structures);
- (c) in any contract with any Third Party IT Provider that provides or uses a Third Party Employment System:
- ...
- ~~(d)~~ on receipt of any advice from the Department that it has terminated a relevant Third Party IT Provider Deed, terminate the CTA Provider's contract with the relevant Third Party IT Provider and, at its own cost, promptly cease using the Third Party IT Provider; ~~and~~
- ~~(d)~~(e) impose the obligations set out in this clause 17 on any Subcontractor Accessing electronic Records relating to the Services; ~~and~~
- (f) advise the Department by email to securitycompliancesupport@jobs.gov.au, or such other address as advised by the Department from time to time, of any proposed use of any Third Party IT for the analysis of Records relating directly or indirectly to the Services, or any derivative thereof, and if the Department imposes any terms and conditions in respect of such use, comply, and ensure that all relevant Subcontractors and Third Party IT Providers comply, with those terms and conditions.

...

- 17.13 The CTA Provider must (through its Security Contact) promptly report all breaches of IT security to the Employment Systems Help Desk, including where any Personnel or any Subcontractor suspect that a breach may have occurred or that a person may be planning to breach IT security, and ~~provide updates on~~ their resolution.
- 17.14 Where the Department considers that the CTA Provider may be in breach of this clause 17, or there is a risk of such a breach, the Department may, at its absolute discretion, immediately suspend Access, or require the CTA Provider to cease all Access, to the Department's IT Systems for any one or more of the following:
 - (a) any Personnel;
 - (b) any Subcontractor;
 - (c) any Third Party IT Provider;

- (d) the CTA Provider; or
 - (e) any ~~Third Party External IT~~ System,
- by providing Notice to the CTA Provider.

17.15 Where the Department determines that the CTA Provider is in breach of, or has previously breached, this clause 17, the Department may immediately take action including any one or more of the following:

- (a) suspending, terminating, or requiring the cessation of all Access to the Department's IT Systems for any Personnel, Subcontractor, Third Party IT Provider, ~~Third Party External IT~~ System or the CTA Provider;
- (b) applying bandwidth throttling measures in respect of all Access to the Department's IT Systems for any Personnel, Subcontractor, Third Party IT Provider, ~~Third Party External IT~~ System or the CTA Provider;

...

Annexure A Joint Charter of Deed Management



Employment Services Joint Charter of Deed Management

~~The Department of Jobs and Small Business and providers delivering services under the jobactive Deed 2015–2020, the jobactive Deed (Norfolk Island) 2016–2018, the ParentsNext Deed, the Employability Skills Training Deed 2017–2020, the Transition to Work Deed 2016–2020, the Time to Work Employment Service Deed and the Career Transition Assistance Trial Panel Deed 2018–2020, agree to conduct themselves in accordance with this Joint Charter of Deed Management.~~

~~This joint charter is observed by the Department, Employment Providers, ParentsNext Providers, EST Providers, Transition to Work Providers, Time to Work Providers, Career Transition Assistance Providers, the National Harvest Labour Information Service and providers of the New Enterprise Incentive Scheme and Harvest Labour Services.~~

~~The Department of Jobs and Small Business ('the Department') and providers delivering services under this Deed (and all other employment services deeds with the Department) agree to conduct themselves in accordance with this Joint Charter of Deed Management.~~

A joint approach for stronger employment services

The Employment Services Joint Charter reflects our commitment to work together to ensure that employment services meet the needs of ~~participants~~ **job-seekers**, employers, communities and the Australian Government.

Together, we are committed to maintaining the reputation and integrity of employment services, strengthening the employment services industry and working together to make sure services are managed and delivered effectively and provide value for money.

Our commitments

What providers can expect from the Department:

What the Department can expect from providers:

Respect and support	Respect
Openness and transparency	Collaboration
Integrity and accountability	
Continuous improvement	

What providers can expect from the Department

1 Respect and support

The Department will:

- respect providers' role, experience and expertise
- treat each provider with courtesy and consideration
- meet regularly with providers
- adhere to agreed communication protocols with providers
- respond to providers' queries, generally within 10 business days
- work with providers to resolve complaints, disputes or problems, and consider the perspective of all parties—including employers and **participants job seekers**—when developing resolutions
- support providers to implement programme changes effectively
- maintain the National Customer Service Line
- maintain the Employer Hotline to facilitate connections between employers and providers.

2 Openness and transparency

The Department will:

- be transparent in our business dealings
- maintain honest and open communication
- provide consistent, accurate and timely advice
- maintain feedback mechanisms to support formal and informal feedback from providers
- consult providers wherever possible, generally through industry representatives—including on contract variations
- provide reasonable notice for providers to implement new or amended guidelines.

3 Integrity and accountability

The Department will:

- observe the Australian Public Service (APS) Code of Conduct and APS Values
- adhere to the Commonwealth Procurement Rules, including on principles of probity and ethical and fair dealings
- act honestly and in the best interests of the Government, the employment services industry, **participants job seekers** and the community
- be accountable for our decisions and actions
- support providers to comply with their deed requirements by:
 - streamlining and simplifying guidelines
 - providing timely feedback from contract monitoring and programme assurance activities
- treat providers' information confidentially (subject to relevant deed provisions)
- exercise its rights under the **Deeds** in good faith.

4 Continuous improvement

The Department will:

- work with the industry to promote better practice and innovation
- regularly review provider performance and deliver balanced and consistent feedback
- work with providers to help them meet the needs of employers and industry
- work with providers to reduce the administrative burden of managing and complying with deeds
- continually develop its contract management capability to make sure providers receive high quality support.

What the Department can expect from Providers

1 Respect

• Providers will:

- respect the Department's role, experience and expertise
- treat ~~participants~~ ~~job-seekers~~, the Department, other providers, ~~Work for the Dole~~ host organisations and industry stakeholders with courtesy and consideration
- respond to queries appropriately.

2 Collaboration

Providers will:

- develop and maintain effective relationships with the Department, employers, other providers, ~~Work for the Dole~~ host organisations and industry stakeholders
- work with the Department to resolve complaints, disputes or problems, using the following informal dispute resolution process in the first instance (except for matters that are excluded under the relevant deeds):
 1. The provider initially discusses any issues or problems directly with a contract or account manager.
 2. If the dispute, complaint or problem can't be resolved, the provider requests that it be raised with the relevant state manager.
 3. If ~~this the above~~ process does not resolve the issue, the National Contract Manager will attempt to facilitate a resolution.
 4. Any dispute or problem that cannot be resolved through this informal resolution process will be managed through the formal procedures set out in the relevant deed.

3 Integrity and accountability

Providers will:

- maintain high standards of professional conduct
- recognise and act on the Government's employment services policies
- implement programme changes in a timely way
- maintain effective governance and control frameworks to provide assurance of the quality of services and compliance with relevant deeds
- act in accordance with the law and avoid any practice or activity which could bring employment services or the Department into disrepute
- manage feedback fairly, ethically and confidentially (subject to relevant deed provisions)
- make sure staff deliver accurate and consistent advice and information to ~~participants~~ ~~job-seekers~~, employers, ~~Work for the Dole~~ host organisations and other stakeholders
- actively identify and manage risks.

4 Continuous Improvement

Providers will:

- work to increase ~~job~~ outcomes for ~~participants~~ ~~job-seekers~~
- further develop service strategies that increase job outcomes for Indigenous ~~participants~~ ~~job-seekers~~
- develop tailored and effective services that meet employers' needs
- regularly review performance and work to address performance management issues
- encourage and foster innovative approaches and better practice

- support efforts to streamline activities without compromising the integrity of employment services
- maintain and strengthen the capability of staff.

18. Personal and Protected Information

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18.3 The CTA Provider acknowledges that it is a contracted service provider and agrees in respect of the conduct of any services under CTA Agreements with Employment Providers or under this Deed:

...

(d) to co-operate with reasonable demands or inquiries made by the ~~Privacy~~Australian Information Commissioner or the Department in relation to the management of Personal Information;

(e) to notify individuals whose Personal Information it holds, that:

(i) complaints about its acts or practices may be investigated by the ~~Privacy~~Australian Information Commissioner who has power to award compensation against the CTA Provider in appropriate circumstances; and

...

(h) to comply with any directions, guidelines, determinations, rules or recommendations of the ~~Privacy~~Australian Information Commissioner to the extent that they are consistent with the requirements of this clause 18;

...

(j) to its name being published in reports by the ~~Privacy~~Australian Information Commissioner;

...

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

...

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

...

18.6 Where one Party Notifies the other party that an eligible data breach in relation to Personal Information received, created or held by the CTA Provider in the course of conducting the Services has or may have occurred, the CTA Provider must:

...

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

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

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49. Definitions and Interpretation

49.1 Definitions

In this Deed:

...

Australian Information Commissioner means the person appointed to the position of that name and responsible for the administration of the Privacy Act under relevant legislation.

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~~**Privacy Commissioner** means the person appointed under section 14 of the *Australian Information Commissioner Act 2010* as the Privacy Commissioner.~~

...

Appendix D of Attachment 1 – References to Department of Employment

7. Conditions for Ongoing Participation

- 7.1 The CTA Provider agrees that in order to continue to be included on the CTA Trial Panel, it must meet the following Conditions for Ongoing Participation:

...

- (f) unless specified otherwise in any Guidelines, comply with all requirements in the *Department's ~~of Employment~~ External Security Policy - ~~f~~For External Contracted Service Providers and Users* at https://docs.jobs.gov.au/system/files/doc/other/security_policy_for_external_service_providers_users_v2.3.pdf, as amended from time to time by the Department.

...

49. Definitions and Interpretation

49.1 Definitions

In this Deed:

...

Department's Security Policies means policies relating to the use and security of the Department's IT Systems and Records, and includes the policy by the name of *Department's ~~of Employment~~ External Security Policy - ~~f~~For External Contracted Service Providers and Users* and any other security policies Notified by the Department from time to time.

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Schedule 2 Statement of Requirements

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SECTION 2 – TAILORED CAREER ASSISTANCE ELEMENT

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9. Additional requirements for Outbound Employer Visits

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Work health and safety

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9.6 Prior to the commencement of any Outbound Employer Visit, ~~the~~ CTA Provider must, in accordance with any Guidelines, ~~;~~

~~(a)~~ undertake a risk assessment that includes an assessment of:

~~(i)~~(a) the risks in relation to the activities to be undertaken by Participants during the Outbound Employer Visit; and

~~(ii)~~(b) the risks for each individual Participant, having regard to the Participant's potential participation in the Outbound Employer Visit and their health and safety, and taking into consideration any circumstances and work restrictions relevant to the Participant. ~~;~~ ~~and~~

9.7 ~~P~~prior to the commencement of any Outbound Employer Visit and at all times during the Outbound Employer Visit, ~~the~~ CTA Provider must, in accordance with any Guidelines:

~~(b)~~(a) examine the relevant risk assessment to ensure that the Outbound Employer Visit is appropriate for the Participant, with regard to their health and safety, taking into consideration any relevant circumstances and work restrictions;

~~(c)~~(b) identify any training, including work health and safety training, that will be required to ensure that each Participant can participate in the Outbound Employer Visit safely, and ensure that training of sufficient length and quality is provided to all Participants by the relevant Employer at the commencement of the Outbound Employer Visit as required;

~~(d)~~(c) ensure that appropriate facilities (such as toilets and access to drinking water) will be available to all Participants for the duration of the Outbound Employer Visit;

~~(e)~~(d) identify if any specific equipment, clothing or materials are required for Participants to participate safely in the relevant activities, and ensure that such specific equipment, clothing or materials will be provided to Participants;

~~(f)~~(e) ensure that any required actions, identified in the relevant risk assessment, have been undertaken;

(f) undertake ongoing work health and safety monitoring of the Outbound Employer Visit;

(g) confirm with the Employer hosting the Outbound Employer Visit whether:

- (i) there have been any ~~significant~~ changes in relation to the relevant Outbound Employer Visit, including work, health and safety issues, since the date of the relevant risk assessment; and
 - (ii) the Employer is satisfied that it has sufficient and current insurances which insure any risk identified in the relevant risk assessment and any risk otherwise arising in relation to the relevant Outbound Employer Visit;
- (h) if:
 - (i) any required actions, identified in the relevant risk assessment, have not been undertaken, ensure that all such actions are undertaken; and
 - (ii) there have been changes as specified at clause 9.67(g)(i) and/or the CTA Provider identifies significant changes as part of their ongoing monitoring of the Outbound Employer Visit, ~~immediately~~ review and ~~revise update, as necessary,~~ the relevant risk assessment and take all appropriate action, or ensure that all appropriate action is taken, to address any such changes; and
- (i) ensure that each Participant being considered for participation in the Outbound Employer Visit has been advised of the process for reporting any work health and safety issues regarding the Outbound Employer Visit.

9.78 The CTA Provider must, in accordance with any Guidelines:

- (a) retain Records of the risk assessment referred to in clauses 9.6 and 9.7, and any action taken in accordance with the risk assessment, and provide the relevant Records to the Department upon request; and
- (b) ensure that each Employer hosting an Outbound Employer Visit is notified that it must immediately advise the CTA Provider of any proposed or actual changes to the tasks being undertaken by Participants involved in the Outbound Employer Visit or the circumstances in which those tasks are being undertaken.

9.89 If the CTA Provider does not itself employ a Competent Person relevant to meeting the obligations at clauses 9.5 to 9.78, it must engage a relevant Competent Person, as required, for this purpose.

Other matters relating to Outbound Employer Visits

9.910 The CTA Provider must:

- (a) for each Outbound Employer Visit, ensure that each Participant, Employer and any Supervisor are aware that the Employer, the CTA Provider or the Department may terminate the Outbound Employer Visit at any time; and
- (b) ensure that each Participant is aware of the process to lodge a complaint or voice safety concerns about any Outbound Employer Visits.

9.1011 The CTA Provider must ensure that, to the extent allowed by law and unless otherwise expressly agreed by the Parties, there is no intention or understanding on the part of an Employer or a Participant that any Outbound Employer Visit itself will create legal relations between the Participant and:

- (a) the Commonwealth;
- (b) the CTA Provider; or
- (c) the Employer.