



Australian Government
Department of Employment

GENERAL DEED OF VARIATION

jobactive Deed 2015–2020

General Deed of Variation No. 3

between

The Commonwealth of Australia

and

<%ContractContractingName%>

<%ContractContractNumber%>

JOBACTIVE DEED 2015-2020

General Deed of Variation No. 3

THIS DEED is made on theday of.....20.....

BETWEEN

THE COMMONWEALTH OF AUSTRALIA ('the Commonwealth') acting through and represented by the Department of Employment (ABN 54 201 218 474) ('the Department')

AND

<%ProviderLegalName%> (ABN <%ProviderABN%>), of <%ProviderAddressLegalAddressLine1%>, <%ProviderAddressLegalAddressLine2%> <%ProviderAddressLegalAddressLine3%> <%ProviderAddressLegalSuburb%> <%ProviderAddressLegalState%> <%ProviderAddressLegalPostcode%> ('the Provider')

If the Provider is a Tendering Group add the following text: <%ConsortiumLeadMemberName%> ('the Lead Member') and together with the Tendering Group members listed at Attachment A. (PLEASE REMOVE THIS TEXT IF THE PROVIDER IS NOT A TENDERING GROUP)

(collectively, 'the Parties')

RECITALS

- A. The Parties have entered into a jobactive Deed 2015-2020 (<%ContractContractNumber%>). This deed, together with any subsequent variations thereto, is referred to hereafter as 'the Deed'.
- B. Clause 67.1 of the Deed states that: "Except for action the Department is expressly authorised to take elsewhere in this Deed, no variation of this Deed is binding unless it is agreed in writing and signed by the Parties."
- C. The Parties wish to vary the Deed, and this deed variation is referred to hereafter as 'General Deed of Variation No. 3'.

THIS DEED WITNESSES AND THE PARTIES AGREE:

1. Interpretation

- 1.1 Unless the contrary intention appears, capitalised terms used in this General Deed of Variation No. 3 have the same meaning as in the Deed.

2. Commencement and General Effect

- 2.1 Unless otherwise specified herein, General Deed of Variation No. 3 commences on 5 December 2016 ('the Effective Date').
- 2.2 From the Effective Date, the Deed is varied in accordance with Attachment 1.

3. Applicable law

- 3.1 This General Deed of Variation No. 3 is governed by, and construed in accordance with, the laws in force in New South Wales.

4. Force

General Deed of Variation No. 3:

<%ContractContractNumber%>

4.1 The Parties confirm all the other provisions of the Deed and, subject only to the amendments contained in this General Deed of Variation No. 3, the Deed shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this General Deed of Variation No. 3 were supplemental to the Deed.

5. Indemnity

5.1 The Provider agrees to indemnify the Commonwealth against any costs, liabilities or expenses incurred in relation to the preservation or enforcement of any rights under this General Deed of Variation No. 3 including legal costs and expenses on a full indemnity basis.

6. Further Acts

6.1 Each of the Parties must promptly execute all documents and do all things that the other Party from time to time reasonably requests to effect, perfect or complete this General Deed of Variation No. 3 and all transactions incidental to it.

7. Costs

7.1 The Parties shall each bear their own costs and expenses (including legal costs) arising out of and incidental to the negotiation, preparation, execution and delivery of this General Deed of Variation No. 3.

EXECUTED by the Parties as a Deed on the date above.

SIGNED SEALED AND DELIVERED for and on behalf of:

THE COMMONWEALTH OF AUSTRALIA by:

(Printed Name)

(Signature)

(Position)

in the presence of:

(Printed Name)

(Signature)

SIGNED SEALED AND DELIVERED for and on behalf of:

<%ProviderLegalName%> (ABN <%ProviderABN%>) by:

(Printed Name)

(Printed Name)

(Position)

(Position)

(Signature)

(Signature)

in the presence of:

(Printed Name)

(Printed Name)

(Signature)

(Signature)

TENDERING GROUP MEMBERS

[PLEASE ADD THE DETAILS OF TENDERING GROUP MEMBERS

REMOVE ATTACHMENT A IF THE PROVIDER IS NOT A TENDERING GROUP]

Name	Address	ABN
[Drag and drop info from below if a Tendering Group]	[Insert details from CAS]	[Drag and drop info from below if a Tendering Group]

<%ConsortiumConsortiumMembersName%>

**VARIATIONS TO
jobactive Deed 2012-2015**

1. Amendments in this Attachment 1 include amendments set out at Appendices A to H 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 Annexure A1 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.

Appendix A of Attachment 1 - Youth Bonus Wage Subsidy

Annexure A1 - Definitions

~~'LTU and Indigenous Wage Subsidy'~~ means the Wage Subsidy of that name which provides incentives for long term unemployed Fully Eligible Participants, Aboriginal and Torres Strait Islander persons and any other persons, in accordance with any Guidelines.

~~'Parents Wage Subsidy'~~ means the Wage Subsidy of that name which provides incentives for the employment of parents who are Fully Eligible Participants, in accordance with any Guidelines.

~~'Restart Programme'~~ means the Commonwealth programme of that name which provides incentives for the employment of mature age Stream Participants.

~~'Tasmanian Jobs Programme'~~ means the Commonwealth programme of that name which provides incentives for the employment of Participants who are eligible for that programme.

~~'Wage Subsidy'~~ means a payment under the ~~LTU and Indigenous Wage Subsidy, Youth Wage Subsidy, Parents Wage Subsidy, Tasmanian Jobs Programme or Restart Programme~~ identified as a Wage Subsidy in accordance with any Guidelines, and any other wage subsidy as advised by the Department.

~~'Youth Bonus Wage Subsidy'~~ means the Wage Subsidy of that name identified in any Guidelines.

~~'Youth Wage Subsidy'~~ means the Wage Subsidy of that name which provides incentives for the employment of SPI Fully Eligible Participants under 30 years of age identified in accordance with any Guidelines.

...

102. SPI Participants

102.1 Subject to clause 105 and in addition to Services specified: ...

- (d) provide Services ~~after their initial SPI Case Management Phase~~ taking into account their eligibility for the Youth Wage Subsidy, ~~the Youth Bonus Wage Subsidy available from 1 January 2017~~, and a RATTUAJ Payment, as provided for under clauses 89 and 90; ...

Section B1.2 – Contacts

84. Contacts

84.1 The Provider must provide each Stream Participant ~~(except a ParentsNext Volunteer)~~ with the following Contacts in accordance with this Deed including any Guidelines:

- (a) an Initial Interview:
 - (i) ~~for a ParentsNext Volunteer, at a time and date agreed between the ParentsNext Volunteer, their ParentsNext Provider and the Provider; and~~
 - (ii) ~~for all other Participants, on the date of the relevant Appointment in the Provider's Electronic Diary, or as subsequently arranged between them and the Provider; ...~~

~~84.2 The Provider must provide each ParentsNext Volunteer with the following Contacts in accordance with this Deed including any Guidelines:~~

- ~~(a) an Initial Interview at a time agreed between the ParentsNext Volunteer, their ParentsNext Provider and the Provider; and~~
- ~~(b) any other Contacts required to ensure that the ParentsNext Volunteer satisfies the requirements of their Job Plan.~~

~~84.3~~ The Provider must ensure that each Contact is appropriately tailored to meet the circumstances of the individual Stream Participant and that the result of the Contact is recorded in the Department's IT Systems in accordance with any Guidelines.

84.43 For each Stream Participant on the Provider's caseload on 30 June 2016, the Provider must, no later 30 September 2016, provide the Stream Participant with details of the current National Minimum Wage, the Fair Work Ombudsman website (including the Pay and Conditions Tool) and contact details for the Fair Work Ombudsman.

...

85.2 In addition to the requirements set out in clause 85.1, the Provider must:

- (a) at the Initial Interview; or
- (b) in the case of a Stream B (General) Participant and Stream C Participant, at such times as is deemed appropriate by the Provider based on the person's individual needs,

for each Stream Participant ~~(except a ParentsNext Volunteer)~~:

- (c) canvass with them the jobs that Employers have available in the local labour market;
- (d) refer them to suitable Vacancies in accordance with clause 91; and
- (e) provide Self-help Facilities in accordance with clause 86.1.

85.3 The Provider must, during an Initial Interview for a ParentsNext Volunteer:

- (a) explain the Employment Provider Services that the Provider will provide to them;

- (b) agree with the ParentsNext Volunteer and their ParentsNext Provider on the activities that the ParentsNext Volunteer will undertake while they are receiving Employment Provider Services; and
- (c) explain the consequences of not participating appropriately in the Services; and
- (d) otherwise comply with any Guidelines.

...

Volunteers

93.8 If:

- (a) for a ParentsNext Volunteer:
 - (i) the ParentsNext Volunteer's ParentsNext Provider notifies the Provider that the ParentsNext Volunteer has an Exemption; or
 - (ii) the Provider identifies that the ParentsNext Volunteer has experienced circumstances which prevent the ParentsNext Volunteer from participating in the Services for a specified period of time, in accordance with any Guidelines; and
 - (iii) the ParentsNext Volunteer's ParentsNext Provider agrees to their Suspension; and
- (b) for all other Volunteers, the Provider identifies, or is notified by DHS, that a the Volunteer has experienced a situation that affects his or her ability to participate in voluntary activities for a specified period of time,

the Provider must Suspend the Volunteer, for a period of up to 13 weeks, or for multiple periods up to 13 weeks at a time, as appropriate, by recording the Suspension and the reasons for the Suspension on the Department's IT Systems.

...

95. Exits

Volunteer

- 95.8 If a ParentsNext Volunteer and the Provider assesses that the ParentsNext Volunteer is unsuitable for the Services, in accordance with any Guidelines, the Provider must perform a Provider Exit for the ParentsNext Volunteer.

Annexure A1 - Definitions

'Complementary Placement' means an Activity arranged by a Workshop Provider and an Employment Provider for a Stream Participant who has completed a Workshop in accordance with clauses 97.2 and 107.1A.

'Direct Registration' or **'Directly Register'** means Registration by the Provider of a Vulnerable Youth, Vulnerable Youth (Student), Volunteer, **NEIS Volunteer**, Harvest Worker or any other person identified in any Guidelines who does not have a Referral, in accordance with clause 78, **clause 127.5 (for NEIS Volunteers)** or clause 134.4 (for Harvest Workers) and any Guidelines.

'Effective Exit' means the automatic removal of:

- (a) a Volunteer from the Department's IT Systems when:
 - (i) they have reached a maximum of six months Period of Service in Stream A; or
 - (ii) **they become a NEIS Participant; or ...**

'NEIS Eligible' means that a ~~Stream Participant or a DES Participant, as relevant,~~ person meets the eligibility requirements for NEIS in accordance with any Guidelines.

'NEIS Prospective Participant' means a ~~Stream Participant or a DES Participant~~ person who has been assessed by the NEIS Provider as NEIS Eligible and has not ~~yet~~ executed a NEIS Participant Agreement.

'NEIS Volunteer' means a person who is Referred to a NEIS Provider in the Department's IT Systems, and is not:

- (a) undertaking Full-Time Study, except for the purposes of NEIS Training;
- (b) Employed for 15 hours or more each week;
- (c) a Fully Eligible Participant;
- (d) prohibited by law from working in Australia; or
- (e) an overseas visitor on a working holiday visa or an overseas student studying in Australia.

'Other Provider' means:

- ~~(a) an Employment Provider or a ParentsNext Provider that refers a Stream Participant; or~~
 - ~~(b) a DES Provider that refers a DES Participant,~~
- ~~to a NEIS Provider.~~

- (a) for a Stream Participant, their Employment Provider;
- (b) for a ParentsNext Participant, their ParentsNext Provider;
- (c) for a Transition to Work Participant, their Transition to Work Provider; and
- (d) for a DES Participant, their DES Provider.

'ParentsNext Participant' means a person who is participating in ParentsNext.

'Participant' means a Stream Participant, a Harvest Worker, a **NEIS Prospective Participant** and a NEIS Participant.

'Workshop' means an 'Exploring Being My Own Boss' workshop or any other workshop specified by the Department to be a Workshop.

‘Workshop Provider’ means a NEIS Provider that is contracted by the Department to deliver Workshops (including the Provider where relevant).

...

Section B1.9 – New Enterprise Incentive Scheme Services

97. NEIS Services

97.1 Where the Provider and a Stream Participant who has been identified as eligible for NEIS on the Department’s IT Systems have agreed that it may be appropriate for the Stream Participant to receive NEIS Services, the Provider must:

- (a) advise the Stream Participant of the matters which they must satisfy before they can receive NEIS Services, as specified in any Guidelines;
- (b) identify the location in which the Stream Participant proposes to **attend a Workshop and/or** conduct his or her NEIS Business **(as relevant)** and:
 - (i) where the **relevant** location is within an Employment Region in which the Provider is a NEIS Provider, the Provider may choose to provide the relevant NEIS Services itself or, **subject to clause 97.1(c)**, refer the Stream Participant to another NEIS Provider in the relevant Employment Region; or
 - (ii) where the **relevant** location is not within an Employment Region in which the Provider is a NEIS Provider, **subject to clause 97.1(c)**, refer the Stream Participant to a NEIS Provider in that location;
- (c) **if the Stream Participant has expressed an interest in participating in a Workshop, use reasonable endeavours to refer the Stream Participant to a NEIS Provider who is a Workshop Provider with an available Workshop place;**
- (d) where the Stream Participant is assessed as NEIS Eligible by the relevant NEIS Provider, comply with any record keeping requirements specified in any Guidelines; and
- (e) ~~(d)~~ where the Stream Participant is assessed by the relevant NEIS Provider as:
 - (i) not **being** NEIS Eligible;
 - (ii) **being** NEIS Eligible, but not **suitable to participate in a Workshop and not** having a NEIS Business Plan that meets the NEIS Business Eligibility Criteria; or
 - (iii) ~~continuously failing to attend NEIS Training and therefore no longer able to participate in NEIS Training~~ not participating appropriately in a Workshop or NEIS Training,

and is referred back to the Provider, immediately provide the Stream Participant with alternative Services in accordance with this Deed.

97.2 **The Provider must work with Workshop Providers to arrange Complementary Placements for Stream Participants in accordance with clause 107.1A.**

...

107. Activities

...

107.1A For NEIS Prospective Participants who:

- (a) have completed a Workshop;
- (b) are identified by the Provider and the relevant Workshop Provider as being eligible and suitable to undertake a Complementary Placement; and
- (c) have agreed to undertake a Complementary Placement,

the Provider must provide, Broker, Purchase or arrange a Complementary Placement, subject to this Deed including clause 97.2 and any Guidelines.

...

PART C - NEW ENTERPRISE INCENTIVE SCHEME SERVICES

CHAPTER C1 – NEIS SERVICES

127. General

127.1 The NEIS Provider must deliver NEIS Services in accordance with Part C of this Deed including any Guidelines, and the Provider's tender response to the request for tender for this Deed.

127.2 ~~Subject to this clause 127, t~~The NEIS Provider must, unless otherwise agreed to by the Department in writing, only deliver NEIS Services to ~~NEIS Prospective Participants and NEIS Participants~~ persons:

- (a) whose proposed ~~to conduct a business,~~ for which they will receive NEIS Assistance, if:
 - (i) ~~the proposed business~~ is to be conducted from a business address within an Employment Region set out in item 7.1 of Schedule 1; and
 - (ii) ~~(b)~~ if the NEIS Provider has sufficient NEIS Places available in the relevant Financial Year; ~~or~~
- (b) who do not propose to conduct a business for which they will receive NEIS Assistance, if the person proposes to attend a Workshop within an Employment Region set out in item 7.1 of Schedule 1.

127.3 If the conditions under clause 127.2(a) or (b) are not met, the NEIS Provider must:

- (a) advise the Other Provider (where relevant) and the person that the NEIS Provider is unable to deliver NEIS Services to the person; and
- (b) refer the person back to their Other Provider (where relevant).

Assessing eligibility for NEIS Services and suitability for a Workshop

127.4 The NEIS Provider must, in accordance with any Guidelines, assess whether any ~~Stream Participant or DES Participant~~ person referred to it ~~by an Other Provider~~ through the Department's IT Systems or who otherwise presents to the NEIS Provider is NEIS Eligible.

127.5 Where:

- (a) the NEIS Provider assesses that a ~~Stream Participant or DES Participant~~ person is:
 - (i) NEIS Eligible; and
 - (ii) suitable to participate in a Workshop and/or undertake NEIS Training; and
- (b) the person has agreed to attend a Workshop and/or undertake NEIS Training, ~~and the NEIS Provider otherwise considers that the Stream Participant or DES Participant should undertake NEIS Training;~~

the NEIS Provider must, in accordance with any Guidelines:

- (c) ~~(a)~~ if the person is currently registered in the Department's IT Systems, advise the ~~referring~~ relevant Other Provider:
 - (i) of the NEIS Provider's abovementioned assessment;
 - (ii) that the NEIS Provider will start delivering NEIS Services to the ~~Stream Participant or DES Participant~~ person as a NEIS Prospective Participant and the relevant start date;
 - (iii) if the person will be referred to a Workshop, the name of the relevant Workshop Provider and the proposed Workshop date; and
 - (iv) ~~(iii)~~ to update the ~~Stream Participant's or DES Participant's~~ person's Job Plan accordingly;
- (d) if the person is not currently registered in the Department's IT Systems, Directly Register them as a NEIS Volunteer;
- (e) ensure that a Referral to the NEIS Provider is recorded in the Department's IT Systems; and
- (f) ~~(b)~~ start delivering NEIS Services to the ~~Stream Participant or DES Participant,~~ person as a NEIS Prospective Participant in accordance with clause 128.

127.6 Where the NEIS Provider assesses a ~~Stream Participant or DES Participant as not being~~ person as:

- (a) not ~~being~~ NEIS Eligible; or
- (b) NEIS Eligible, but not suitable to participate in a Workshop and/or undertake NEIS Training,

the NEIS Provider must, in accordance with any Guidelines,:

- (c) advise the ~~referring~~ Other Provider (where relevant) and the person of this assessment ~~and that the NEIS Provider is unable to deliver NEIS Services to the person;~~ and

- (d) refer the ~~Stream Participant or DES Participant~~ person back to their Other Provider (where relevant).

128. NEIS Services for NEIS Prospective Participants

Workshops & NEIS Training

128.1 The NEIS Provider must arrange for each NEIS Prospective Participant to:

- (a) participate in a Workshop; and/or
- (b) undertake NEIS Training, and develop a NEIS Business Plan ~~de-se~~ in accordance with clauses 128.2 to 128.6 and any Guidelines.

128.1A If the NEIS Provider assesses that the NEIS Prospective Participant is not participating appropriately in a Workshop or NEIS Training, the NEIS Provider must, in accordance with any Guidelines:

- (a) advise the Other Provider (where relevant) and the NEIS Prospective Participant of this assessment and that the NEIS Provider is unable to deliver a Workshop or NEIS Training to the NEIS Prospective Participant; and
- (b) refer the NEIS Prospective Participant back to their Other Provider (where relevant).

...

128.6 Subject to clause 127.2, where the NEIS Provider decides to approve the NEIS Prospective Participant's NEIS Business Plan, the Provider must: ...

- (f) advise the ~~referring~~ Other Provider (where relevant) prior to the NEIS Prospective Participant's NEIS Commencement, that the NEIS Prospective Participant's Job Plan should be updated, to reflect the NEIS Prospective Participant's NEIS Commencement, when this occurs; and ...

Note: Clauses 128.2 to 128.6 only apply to NEIS Prospective Participants who will undertake NEIS Training and develop a NEIS Business Plan in accordance with clause 128.1(b).

129. NEIS Services for NEIS Participants

...

Advising DHS and Other Providers

129.2 The NEIS Provider must ensure that ~~advise~~-DHS and, if the NEIS Participant is registered with an Other Provider, the ~~referring~~ Other Provider ~~in writing~~, have been advised within five Business Days of each NEIS Commencement, that the relevant NEIS Participant has commenced NEIS Assistance and whether the NEIS Participant is receiving NEIS Allowance.

...

130. NEIS Fees

...

130.3 Where the relevant NEIS Commencement or NEIS Post-Programme Outcome is achieved on or after 5 May 2016 or any date otherwise specified by the Department, the Department will pay the NEIS Provider ~~that~~ **the relevant** part of the NEIS Fee under clause 130.1:

- (a) **for a NEIS Post-Programme Outcome for a NEIS Participant who was not in receipt of an Income Support Payment at the time of their NEIS Commencement, within 10 Business Days of the NEIS Provider submitting a claim for Payment to the Department on the Department's IT Systems; and**
- (b) **in all other cases,** within 10 Business Days of the achievement of the NEIS Commencement or NEIS Post-Programme Outcome.

*Note: The Department has implemented a process of automated payment of NEIS Fees which does not require the submission of claims by the Provider, **except for a NEIS Post-Programme Outcome in relation to a NEIS Participant who was not in receipt of an Income Support Payment at the time of their NEIS Commencement.***

Appendix D of Attachment 1 – Work for the Dole Phase

Annexure A1

‘Stream A Case Management Phase’ means, unless otherwise directed by the Department, one of the following periods:

- (a) from the end of ~~12~~ six months to the end of ~~18~~ 12 months;
- (b) from the end of ~~24~~ 18 months to the end of ~~30~~ 24 months; and
- (c) each alternative six month period thereafter,

of a Stream A (General) Participant’s Period of Service.

‘Stream A Work for the Dole Phase’ means, unless otherwise directed by the Department, one or all of the following periods:

- (a) from the end of ~~six~~ 12 months until the end of ~~12~~ 18 months;
- (b) from the end of ~~18~~ 24 months to the end of ~~24~~ 30 months; and
- (c) each alternative six month period thereafter,

of a Stream A (General) Participant’s Period of Service.

...

Section B2.1 – Stronger Participation Incentives Participants

Reader’s guide

Beginning 1 October 2016, all SPI Participants who have not already commenced in the SPI Work for the Dole Phase for the first time will, following their Initial Interview, ~~SPI Participants will~~ enter a Case Management Phase for a total of ~~six~~ 12 months. They then generally move into the SPI Work for the Dole Phase for six months, and then back into the SPI Case Management Phase and so on until they are no longer an SPI Participant.

The Provider must provide additional services to ‘SPI Participants to help them ~~can~~ gain work related skills and find a job. This includes appointments with SPI Participants each month to discuss the Job Searches that they have undertaken in the previous month and referral of SPI Participants to jobs that the Provider has identified, as specified in clause 84.1(b). These appointments will also allow the early identification of any failures by SPI Participants to meet their Mutual Obligation Requirements. Where the Provider reports non-compliance to the Department of Human Services, penalties may be imposed.

SPI Participants will be expected to undertake Work for the Dole activities for 25 hours per week for 26 weeks after they have been in employment services for ~~six~~ 12 months.

...

General Deed of Variation No. 3:

<%ContractContractNumber%>

Section B2.2 – Stream A (General) Participants

Reader's guide

Following their Initial Interview, Stream A (General) Participants generally enter a Self Service and Job Activity Phase for six months. **Beginning 1 October 2016, Stream A (General) Participants who have not already commenced in the Stream A Work for the Dole Phase for the first time will, after the Self Service and Job Activity Phase, move into the Stream A Case Management Phase for six months (unless the Provider moves them into the Work for the Dole Phase earlier in accordance with clause 103.2).** They then generally move into the Stream A Work for the Dole Phase for six months, then into a Stream A Case Management Phase for six months and then back into the Stream A Work for the Dole Phase for six months. They then continue on this alternating six monthly pattern until they move into another Stream or Exit.

103. Stream A (General) Participants

103.1 In addition to Services specified under Chapter B1, in the Service Delivery Plan and in the Provider's tender response to the request for tender for this Deed, the Provider must for each Stream A (General) Participant:

- (a) during each Stream A Work for the Dole Phase, provide Activities:
 - (i) for Stream Participants aged less than 30 years, of 25 hours per week; and
 - (ii) for Stream Participants aged 30 years and older, of 15 hours per week; or
 - (iii) as otherwise specified in any Guidelines or directed by the Department;
- (b) if they are a Fully Eligible Participant (Mutual Obligation), monitor, in accordance with clause 114.1(a), if they have met their Mutual Obligation Requirements, and manage any failure to do so in accordance with clause 115; and
- (c) if they are a Disability Support Pension Recipient (Compulsory Requirements), monitor, in accordance with clause 114.1(b), if they have met their compulsory participation requirements, and manage any failure to do so in accordance with clause 116.

103.2 **If, after six months of their Period of Service and before 12 months of their Period of Service, the Provider determines that a Stream A (General) Participant or Stream A (SPI) Participant is not fully participating in, or benefitting from, any intervention that the Provider deems necessary to make them job ready, the Provider may immediately commence them in Stream A Work for the Dole Phase.**

Appendix E of Attachment 1 – Transfer of job seekers

81. Transfer of Stream Participants from the Provider

81.1 A Stream Participant may, at any time, be transferred from the Provider to another Employment Provider: ...

(d) by the Department, where:

- (i) a Stream A Participant's Period of Registration exceeds 24 months; or
- (ii) a Stream B Participant or Stream C Participant's Period of Registration exceeds 36 months; and

(iii) they remain unemployed,

unless:

(iv) the Stream Participant achieves an Employment Outcome, in which case the time under clause 81.1(d)(i) and (ii) runs from the date of the achievement of the Outcome; or

(v) there is no available Employment Provider in the relevant Employment Region for the Stream Participant to transfer to; **or**

(e) by the Department, where the Department reduces the Provider's Business Share in accordance with this Deed.

...

88.14 Where a Stream Participant transfers from the Provider: ...

(c) in accordance with clauses **81.1(e)**, 101.3(c)(iii) **and or** 101.3(d)(iii), the Department will transfer any remaining Employment Fund credits from the Provider to another Employment Provider taking into account the Stream Participant's Stream and the proportion of the Provider's caseload being transferred.

Appendix F of Attachment 1 – Pre-existing Employment

15. General

15.4 With the exception of Payments:

- (a) verified by DHS data in accordance with any Guidelines;
- (b) for Full Outcomes involving Pre-existing Employment; and
- (c) Payments for Partial Outcomes under paragraph (f) of the definition of Partial Outcome,

it is a precondition of the Provider's entitlement to be paid a Payment that the Provider has, at the time it makes a claim for or accepts the Payment, true, complete and accurate Documentary Evidence sufficient to prove that the Provider:

- (d) ~~(a)~~ is entitled to the Payment;
- (e) ~~(b)~~ has delivered the Services relevant to its claim for Payment; and
- (f) ~~(c)~~ has done so in accordance with this Deed, including any Guidelines.

1. Definitions and interpretation ...

1.2 Unless the contrary intention appears: ...

- (c) a reference to a person includes a partnership and a body whether corporate or otherwise, ~~and in relation to the payment of Fees, only means a living individual;~~

...

8. Checks and reasonable care

...

Participants

8.3 If an Activity or Employment involves close proximity with people who are elderly, disabled or otherwise vulnerable or Children (excluding other Participants), before arranging for a Participant to be involved in the Activity or placed in the Employment, the Provider must arrange and pay for all checks in relation to a Participant's involvement or placement as specified in: ...

- (b) any Guidelines; ~~-.~~

...

45. Corporate governance

...

Personnel

45.3 Unless otherwise agreed by the Department in writing at its absolute discretion, the Provider must not employ, engage or elect any person who would have a role in its management, financial administration or, if Notified by the Department, the performance of the Services, if: ...

- (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 ~~of an offence under the Crimes Act 1914 (Cth)~~, or any other offence relating to fraud, unless there is clear evidence that: ...

...

69. Compliance with laws and government policies

...

Workplace Gender Equality Act 2012 (Cth)

69.3 Clauses 69.34 to 69.5 apply only to the extent that the Provider is a 'relevant employer' for the purposes of the Workplace Gender Equality Act 2012 (Cth) ('the WGE Act').

...

Annexure A1

'**jobactive Website**' means the jobactive website that is owned and maintained by the Department and accessible via the internet.

'**WHS Act**' means the *Work Health and Safety Act 2011* (Cth) and any 'corresponding WHS law' within the meaning of as defined in section 4 of the ~~WHS Act~~ *Work Health and Safety Act 2011* (Cth).

...

82. Transfer of Stream Participants to the Provider

...

Transition to Work Participants

82.3 Where the Provider is advised by the relevant Transition to Work Provider that a Transition to Work Participant is exiting the Transition to Work Service and returning to jobactive, the Provider must, in accordance with any Guidelines:...

- (c) where relevant, conduct an Initial Interview with the Transition to Work Participant and the Transition to Work Provider in accordance with clause 85 in the Transition to Work Participant's final week of their participation in the Transition to Work Service.

...

83. Appointments with Stream Participants

...

83.3 Where a Stream Participant has an Appointment with the Provider, the Provider must, in accordance with this Deed including any Guidelines, ensure that the Appointment is booked in the Provider's Electronic Diary, and meet with the Stream Participant on the date of the Appointment.

Note: The Electronic Diary is for the management of Appointments only. Where a Stream Participant is required to attend at the Provider's sSite to participate in an Activity, this must not be booked in the Electronic Diary. An Activity includes requiring one or more ~~job-seekers~~ Stream Participants to attend in a supervised setting over a longer period of time than an Appointment and is for the purposes of learning or undertaking one or more tasks designed to improve their employment prospects. An ~~a~~Activity includes, but is not limited to, formal education and training, informal training such as resume building, or on sSite group or individual job search sessions.

...

104. Stream B (General) Participants and Stream C Participants

104.1 Subject to clause 105, and in addition to Services specified:

General Deed of Variation No. 3:

<%ContractContractNumber%>

- (a) under Chapter B1;
- (b) in the Service Delivery Plan; and
- (c) in the Provider's tender response to the request for tender for this Deed,
- ~~(d)~~ —the Provider must for each Stream B (General) Participant and Stream C Participant:
- ~~(e)~~(d) during each Stream B Case Management Phase and Stream C Case Management Phase, as relevant, provide activities to increase their job competitiveness, including any required non-vocational Interventions; and
- ~~(f)~~ (e) during each Stream B Work for the Dole Phase and Stream C Work for the Dole Phase, as relevant,
- ~~(g)~~ —provide Activities:
 - (i) for Stream Participants aged less than 30 years, of 25 hours per week; and
 - (ii) for Stream Participants aged 30 years and older, of 15 hours per week; or
 - (iii) as otherwise specified in any Guidelines or directed by the Department;
- ~~(h)~~(f) if they are a Fully Eligible Participant (Mutual Obligation), monitor, in accordance with clause 114.1(a), if they have met their Mutual Obligation Requirements, and manage any failure to do so in accordance with clause 115; and
- ~~(i)~~(g) if they are a Disability Support Pension Recipient (Compulsory Requirements), monitor, in accordance with clause 114.1(b), if they have met their compulsory participation requirements, and manage any failure to do so in accordance with clause 116.

...

135. Harvest Labour Services - Fees

Harvest Placement Fees

...

- 135.4 The Provider must not claim more than two Harvest Placement Fees in any seven day period for a Harvest Worker who is placed with different Harvest Employers.

jobactive Deed 2015 – 2020
 Schedule 1: Deed and business details

Item 1 Account Manager (clause 71.3, Annexure A1)

Account Manager		Account Manager
<Account Manager Physical Address Line1>		<Account Manager Postal Address Line1>
<Account Manager Physical Address Line2>		<Account Manager Postal Address Line2>
<Account Manager Physical Address Line3>		<Account Manager Postal Address Line3>
<Account Manager Suburb> <A/Manager State> <A/Manager Postcode>		<A/Manager Suburb> <A/Manager State> <A/Manager Postal Postcode>
		Managing Office Contact Phone Number: <Managing Office Switch Phone>

Item 2 Contact Person (clause 71.3, Annexure A1)

Contact	<Contract Contact Title>	<Contract Contact FirstName>	<Contract Contact Surname>
Position	<Contract Contact Position>		
Telephone	<Contract Contact Phone>	Mobile	<Contract Contact Mobile>
Email	<Contract Contact Email>		

Item 3 Service Start Date (clause 6.1.5.1, Annexure A1) **GDV 3**
 1 July 2015

Item 4 Service Period (clause 6.1.5.1, Annexure A1) **GDV 3**
 1 July 2015 – 26 June 2020

jobactive Deed 2015 – 2020
 Schedule 1: Deed and business details

Item 5 Account details for payment (clause 15.1)

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

Item 6 Employment Provider Services

6.1 Employment Regions (clause 6.2(a) 5.2(a), Annexure A1)	6.2 Business Share (%) (clause 6.2(a) 5.2(a), Annexure A1)	6.3 Site(s) (clause 6.2(a) 5.2(a), Annexure A1)	6.4 Site frequency of service (clause 6.5 5.5(b)) (Full-time, Part-time, or Outreach)	6.5 Business Days of operation (clause 6.5 5.5(b))	6.6 Site hours of service (clause 6.5 5.5(b))	6.7 Tendering Group (Y/N)	6.8 Subcontractor(s) (Y/N)

GDV 3

General Deed of Variation No. 3:

<%ContractContractNumber%>

jobactive Deed 2015 – 2020
 Schedule 1: Deed and business details

Item 7 New Enterprise Incentive Scheme Services

List of Employment Regions in which NEIS Services must be delivered and NEIS Places per Employment Region.

7.1 Employment Regions (clauses 6.2(b)-5.2(b) and 127.2, Annexure A1)	7.2 NEIS Places (clause 131.1(a)(i)(A), Annexure A1)					7.3 Site(s) (clauses 6.2(b) 5.2(b) and 6.3.5.3, Annexure A1)
	2015-16	2016-17	2017-18	2018-19	2019-20	

GDV 3

Item 8 Harvest Labour Services

8.1 Harvest Area(s) (clause 6.2(c) 5.2(c), Annexure A1)	8.2 Site(s) (clause 6.2(c) 5.2(c), Annexure A1)	8.3 Site frequency of service (clause 6.3.5.5(b)) (Full-time, Part-time, or Outreach)	8.4 Business Days of operation (clause 6.3.5.5(b))	8.5 Site hours of service (clause 6.3.5.5(b))	8.6 Tendering Group (Y/N)	8.7 Subcontractor(s) (Y/N)

GDV 3

General Deed of Variation No. 3:

<%ContractContractNumber%>

jobactive Deed 2015 – 2020
 Schedule 1: Deed and business details

8.1 Harvest Area(s) (Clause 6.0(e) 5.2(c), Annexure A1)	8.8 Number of estimated Harvest Placements					8.9 Harvest Periods (Annexure A1)										
	2015-16	2016-17	2017-18	2018-19	2019-20	Start Date 2015-16	Completion Date 2015-16	Start Date 2016-17	Completion Date 2016-17	Start Date 2017-18	Completion Date 2017-18	Start Date 2018-19	Completion Date 2018-19	Start Date 2019-20	Completion Date 2019-20	

GDV 3

8.1 Harvest Area(s) (Clause 6.0(e) 5.2(c), Annexure A1)	8.10 Statistical Area Level 2 (SA2) (Clause 6.0(e) 5.2(c), Annexure A1)

GDV 3

General Deed of Variation No. 3:

<%ContractContractNumber%>

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jobactive Deed 2015 – 2020
Schedule 1: Deed and business details

Item 9 National Harvest Labour Information Service

Item 9.1 Fees (clause ~~138~~ 137)

Year	Marketing and Promotional	Harvest Trail Website	Telephone Information Service	Harvest Guide	Information Gathering	Other Items	Total
2015-2016	\$	\$	\$	\$	\$	\$	\$
2016-2017	\$	\$	\$	\$	\$	\$	\$
2017-2018	\$	\$	\$	\$	\$	\$	\$
2018-2019	\$	\$	\$	\$	\$	\$	\$
2019-2020	\$	\$	\$	\$	\$	\$	\$

The Department will pay the Provider in quarterly instalments in accordance with the following table, upon receipt of a correctly rendered invoice for each quarter.

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
First Quarter	\$	\$	\$	\$	\$
Second Quarter	\$	\$	\$	\$	\$
Third Quarter	\$	\$	\$	\$	\$
Fourth Quarter	\$	\$	\$	\$	\$

General Deed of Variation No. 3:

<%ContractContractNumber%>