

Summary of material changes to the *Career Transition Assistance Trial Panel Deed 2018-2022*

The following table contains a summary of **material** changes to the *Career Transition Assistance Trial Panel Deed 2018-2022* that will be implemented by the Deed of Variation.

Purpose	SUBJECT (REFERENCE IN DEED)	SUMMARY
Amalgamation of the two CTA Elements (namely the Tailored Career Assistance Element and the Functional Digital Literacy Element), into one 'CTA Course'	CTA Course (Throughout entire Deed)	Amendments throughout entire Deed to reflect that the two 'CTA Elements' (namely the Tailored Career Assistance Element and the Functional Digital Literacy Element), have been replaced with one 'CTA Course', which the CTA provider must provide Participants in accordance with Schedule 2 of the Deed.
	Standing offer to deliver the Services (Clause 3)	Amendments to heading of clause to reflect the departure from 'CTA Elements'.
	CTA Course requirements (Items 8.1, 8.2, 8.3, 8.4, 8.7(a)(iv) and 8.7(h), of Schedule 2)	New items specifying that a CTA Provider must only commence a Participant in a CTA Course if they have been Referred through the Department's IT Systems, and the Participant has not been Exited under item 4.5. New item stating that the CTA Provider must record each CTA Course in the Department's IT Systems. Amendments to specify that the first day of each CTA Course is the date the Initial Meeting was completed, and each CTA Course must be delivered for at least 75 hours (with 50 of those hours delivered in a small group setting) over an eight week period or less. Amendments to provide that the Career Pathway Assessment must assess the Participant's confidence and capability in using digital technology, identifying key areas in which the Participant requires assistance. Please note that elements of previous item 10 of Schedule 2 have been integrated into new item 8.7(h), as there is no longer a 'Functional Digital Literacy Element', but rather Functional Digital Literacy forms a core component of each CTA Course.
	Key Performance Requirement (Schedule 3)	Amendments to KPI 2 (Efficiency) to clarify that this indicator will focus on the proportion of Participants that commence in CTA and receive a Career Pathway Assessment; and proportion of Participants that complete a CTA Course, receive a Career Pathway Plan, Résumé, and two further Contacts.
Automating Payments and Referrals	Fees payable by the Department (Clauses 3.2(d)(v)(A) and 3.2(g))	Amendments to clarify that the standard flat fees are payable to the CTA Provider by the Department.
	Payments (Clause 4)	New clauses providing details about the fees to be paid to the CTA Provider by the Department. This includes information about 'Exclusions' and 'Taxes, duties and government charges'.
	Documentary Evidence and payment (Clause 5)	New clauses specifying that all information provided to the Department is true, complete and accurate, and any data entered into the Department's IT Systems is consistent with the CTA Provider's Documentary Evidence. Further details about Documentary Evidence, and how it is a precondition to the CTA Provider's entitlement to be paid that the CTA Provider has true, complete and accurate Documentary Evidence sufficient to prove their entitlement to the payment of that fee.
	Employment Fund (Clause 6)	New clause regarding seeking payment from the Employment Fund, and clarifying that if payment is claimed inconsistently with the Deed or the Guidelines, the Department may terminate the Deed.

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	Overpayment and double payment (Clause 7)	New clause specifying the Department's rights to recover payments if there has been an overpayment or a payment made in error. New clauses disallowing the making of double payments.
	Referral of Participants (Clause 16.4)	Amendments to clarify that Employment Providers will Refer potential Participants to the CTA Provider through the Department's IT Systems.
	Referral (Item 2.1 of Schedule 2)	Amendments clarifying that, upon receipt of a Referral, the CTA Provider must, by no later than the end of the next Business Day, arrange an Initial Meeting between the relevant Facilitator and the Participant.
	Failure to deliver any part of the Services (Clause 3.3(b))	Amendments to state that if the Department determines that the CTA Provider has failed to deliver any part of the Services in accordance with the Deed or any Guidelines, the CTA Provider must not impose any additional cost or charge on the Department in relation to rectifying the breach.
	Improperly maximising payments (Clause 16.6)	New clause detailing that the CTA Provider must not engage in conduct that would have the effect of improperly maximising payments.
Accessing the Department's IT Systems	Third Party IT Vendor (Throughout entire Deed)	Amendments throughout entire Deed to reflect the change of term from 'Third Party IT Provider' to 'Third Party IT Vendor'.
	Statement of Requirements – General requirements (Items 1.1 and 1.4 of Schedule 2)	New items stating that the CTA Provider must conduct the Services, and create CTA Courses, by Accessing the Department's IT systems.
	Accessing the Department's IT Systems (Clauses 3.2(d)(iii), 3.2(d)(iv) and 3.2(d)(v)(B))	New clause stating that a CTA Agreement must include confirmation that all Referrals from Employment Providers will occur by Accessing the Department's IT Systems. New clause stating that a CTA Agreement must include confirmation that the CTA Provider will conduct the Services by Accessing the Department's IT Systems. New clause stating that the fees are payable to the CTA Provider by the Department once the CTA Provider has, by Accessing the Department's IT Systems, recorded the completion of an Initial Meeting with the Participant; and that the relevant Facilitator has not assessed the Participant as unsuitable for, or not likely to benefit from participating in, the CTA Course. Removal of requirement stating that CTA Provider must submit a correctly rendered invoice to the Employment Provider to allow the Department to pay the fees to the CTA Provider.
	Information Technology (Clause 22.1)	Amendments to state that the CTA Provider must conduct the Services by Accessing the Department's IT Systems provided by the Department for that purpose.
	Accessing the Department's IT Systems (Clause 22.5)	New clause stating that the CTA Provider must provide information technology systems to Access the Department's IT Systems and carry out its obligations.
	External IT Systems (Clause 22.6)	Amendments to specify that the CTA Provider must advise the Department of any proposed modification to the functionality of any Provider IT System that impacts the security of the Provider IT System.

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	Provider IT System accreditation (Clauses 22.8, 22.9, 22.10, 22.11, 22.12 and 22.13)	New clauses specifying requirements for the CTA Provider and its Subcontractors to obtain accreditation for any Provider IT System in accordance with the requirements and timeframes set out in the ESAF.
	Records the CTA Provider must keep (Clauses 25.1, 25.2, 25.3, 25.4, 25.5, 25.7 and 25.13)	<p>Amendments to specify that the CTA Provider must create and maintain true, complete and accurate Records in accordance with any Record Management Instructions.</p> <p>New clause allowing the Department to, at its absolute discretion, require the CTA Provider to comply with any special conditions it imposes in relation to Records management.</p> <p>Amendments to provide that the CTA Provider must collect and maintain a copy of the Participant feedback register for each CTA Trial Region, and sufficient Documentary Evidence to demonstrate the CTA Provider's entitlement to any payment it claims.</p> <p>Amendments to state that the CTA Provider must provide the Department with any Records in the possession or control of the CTA Provider, a Subcontractor or a Third Party IT Vendor, when requested by the Department.</p> <p>New clause specifying the Documentary Evidence the CTA Provider must upload to the Department's IT systems.</p> <p>Amendments to provide that the CTA Provider must maintain an up to date list of the Records held by it and any Third Party IT Vendor.</p> <p>New clause stating that any Third Party IT Vendor must comply with the requirements of clause 29 in respect of any Records it creates and maintains.</p>
	Negation of employment (Clause 41)	Amendments to clarify that Third Party IT Vendors are not, and must not represent itself to be, Department Employees, partners or agents, or able to bind or represent the Commonwealth.
	Initial Meeting (Items 3.2 and 3.3 of Schedule 2)	<p>New item specifying that after the Initial Meeting, the CTA Provider must record the Participant's commencement in a CTA Course in the Department's IT Systems.</p> <p>Amendments to provide that the CTA Provider must ensure during the Initial Meeting, the Facilitator completes a Career Pathway Assessment for the Participant.</p>
	Participant attendance (Items 4.1, 4.5 and 4.6 of Schedule 2)	<p>Amendments to state that the CTA Provider must record each Participant's attendance at a CTA Course in the Department's IT Systems.</p> <p>New items in relation to when a Participant is Exited, and that the CTA Provider must Notify the Participant's Employment Provider if the Participant is Exited.</p>
Miscellaneous	Definitions (Clause 54)	<p>New clause to clarify that all capitalised terms have the meaning given to them in the Definitions clause 65.2, unless contrary intention appears.</p> <p>Addition of definitions, including for 'Adjustment Note', 'Authorised Officer', 'Change in Control', 'Constitution', 'Control', 'Corporation', 'CTA Course', 'Director', 'Documentary Evidence', 'Employment Fund', 'Employment Region', 'Exempt Public Authority', 'Exit', 'Existing Material', 'Extended Service Periods', 'Financial Year', 'General Account', 'GST', 'GST Act', 'Input Tax Credit', 'Intellectual Property Rights', 'Interest', 'Material Subcontractor', 'Moral Rights', 'National Customer Service Line', 'Program Assurance Activities', 'Records Management Instructions', 'Service Period', 'Tax Invoice' and 'Taxable Supply'.</p>

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		Some amendments made to other definitions, including to 'Career Transition Assistance', 'Completion Date', 'CTA Agreement', 'CTA Trial', 'Department', 'Department's IT Systems', 'Department's Security Policies', 'jobactive Deed', 'Personal Information', 'Referral', 'Service Delivery Plan', Services, 'Supervision', 'Suspension', 'Third Party IT', 'Third Party IT Vendor', and 'Third Party IT Vendor Deed'. Definitions for 'Functional Digital Literacy Assessment', 'Functional Digital Literacy Element', 'Provider Portal', 'Statement of Requirements' and 'Tailored Career Assistance Element' have been deleted as they are no longer required.
	Department Name Change (Throughout entire Deed)	Amendments to reflect the Governor-General's new Administrative Arrangements Order on 29 May 2019, changing 'Department of Jobs and Small Business' to 'Department of Employment, Skills, Small and Family Business'.
	Enhanced CTA Trial (Background)	Amendments to reflect changes to a number of aspects of the CTA Trial as a result of evaluation work undertaken in relation to the CTA Trial.
	Term of the jobactive Deed (Background and clause 54)	Amendments to reflect extension of the jobactive Deed to 30 June 2022.
	Term of the Deed (Deed title and clause 1.1)	Amendments to reflect extension of the Term to 30 June 2022.
	The Department may vary certain terms (Clause 8)	New clauses outlining that any recoverable amounts will be deemed to be a debt to the Department.
	Service Delivery Plan (Clause 13)	New clauses to provide for the fact that the Department may require the CTA Provider to update the Service Delivery from time to time.
	Costs (Clauses 19.1 and 19.4(c))	Amendments to clarify that the CTA Provider is fully responsible for the performance of the Services, for ensuring compliance with the requirements of the Deed and for all costs in meeting its obligations. Amendments to provide that the Department is not liable for any loss, damage, cost or expense incurred by the CTA Provider if the Department requests the removal of Personnel under clause 19.1
	Intellectual Property (Clause 31.2)	Amendments to specify that the Department grants a royalty-free, revocable, non-exclusive licence for the CTA Provider to use, copy and reproduce the Commonwealth Material within Australia for the Term of the Deed and the purposes of the Deed, subject to clause 36.3.
	External administration (Clause 34.2)	Amendments to provide that the CTA Provider must give Notice to the Department and to any Employment Provider with which it has a CTA Agreement, if an event as specified in clause 40.2 happens.
	Termination and reduction (Clause 39)	Amendments relating to termination for convenience and the consequences thereof. Further amendments to clauses concerning when the Department can terminate for default.
	Deed and Business Details (Schedule 1)	Amended to reflect changes made to the Deed (eg the requirement to specify a bank account number).